Boise Police Department 2 BAHR-SECTION II - IDAHO STATE UNIVERSITY Lease of Real Property to McDonald's USA, LLC Motion to Appro 3 BAHR-SECTION II - UNIVERSITY of IDAHO Human Resources Third Party Administration Services Contract Motion to Appro 4 IRSA – PROGRAMS AND CHANGES APPROVED BY THE EXECUTIVE DIRECTOR Motion to Appro 5 IRSA – STATE GENERAL EDUCATION COMMITTEE APPOINTMENTS Motion to Appro 6 IRSA – EPSCOR COMMITTEE APPOINTMENTS Motion to Appro 7 PPGA – ALCOHOL PERMITS – PRESIDENT APPROVED REPORT Information Ite	TAB	DESCRIPTION	ACTION
2 Lease of Real Property to McDonald's USA, LLC Motion to Appro 3 BAHR-SECTION II - UNIVERSITY of IDAHO Motion to Appro 3 Human Resources Third Party Administration Services Contract Motion to Appro 4 IRSA – PROGRAMS AND CHANGES APPROVED BY THE EXECUTIVE DIRECTOR Motion to Appro 5 IRSA – STATE GENERAL EDUCATION COMMITTEE APPOINTMENTS Motion to Appro 6 IRSA – EPSCoR COMMITTEE APPOINTMENTS Motion to Appro 7 PPGA – ALCOHOL PERMITS – PRESIDENT APPROVED REPORT Information Ite 8 PPGA - UNIVERSITY OF IDAHO – NAMING OF Motion to Appro	1	Campus Law Enforcement Services Contract with	Motion to Approve
3 Human Resources Third Party Administration Services Contract Motion to Appro 4 IRSA – PROGRAMS AND CHANGES APPROVED BY THE EXECUTIVE DIRECTOR Motion to Appro 5 IRSA – STATE GENERAL EDUCATION COMMITTEE APPOINTMENTS Motion to Appro 6 IRSA – EPSCOR COMMITTEE APPOINTMENTS Motion to Appro 7 PPGA – ALCOHOL PERMITS – PRESIDENT APPROVED REPORT Information Ite 8 PPGA - UNIVERSITY OF IDAHO – NAMING OF Motion to Appro	2		Motion to Approve
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BOISE STATE UNIVERSITY

SUBJECT

Campus law enforcement services contract with the Boise Police Department

REFERENCE

October 2004	Idaho State Board of Education (Board) approved
	contract with Boise City Police Department to provide
	campus law enforcement services.
June 2008	Board approved renewal of contract with Boise City
	Police Department to continue to provide campus law
	enforcement services through September 2012.
June 2012	Board approved renewal of contract with Boise City
	Police Department to continue to provide campus law
	enforcement services through September 2016.
June 2014	Board approved a revision of contract with Boise City
	Police Department to increase the cost of the contract
	through September 2016.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a Section 67-9225, Idaho Code

BACKGROUND/DISCUSSION

Since October 2004, Boise State University (BSU) has contracted with the Boise City Police Department ("BPD") to provide law enforcement services on campus. In June 2014, the Board approved a revised contract that expired in September 2016. A three-month extension to the contract was signed in September 2016 that will expire at the end of December 2016.

BSU wishes to enter into an agreement with BPD for continued services for three and three-quarters additional years with an additional two one-year renewal options, through 2021. The City of Boise has given preliminary approval for the proposed agreement, subject to final City Council action.

The proposed contract term is for three years beginning January 1, 2017, through September 30, 2019.

Due to the unique nature of campus law enforcement services, it is important for BSU to continue the mutually beneficial relationship with its service provider. Therefore, provided that the contract costs remain competitive and the service exceptional, BSU would like to continue its arrangement with BPD in lieu of seeking a new service provider through the competitive bid process.

IMPACT

In addition to the three year contract cost, BSU will pay \$8,762 to the City of Boise to represent the increase in cost not captured in the three month extension of the previous contract pertaining to October 1, 2016 to December 31, 2016. Annual costs are as follows:

Jan. 2017-Sept. 2017	\$ 902,530
Extension Cost for Oct. 1 – Dec. 31 Oct. 2017 - Sept. 2018	\$ 8,762 \$1,239,474
Oct. 2018 - Sept. 2019	\$1,276,658
Total	\$3,427,424

Possible extensions, at Boise State's election:

Oct. 2019 – Sept. 2020	\$1,314,958
Oct. 2020 – Sept. 2021	\$1,354,407

This cost represents an average annual increase of three percent. The increase is intended to support the cost increases of maintaining a law enforcement unit on campus with specialized training and personnel.

ATTACHMENTS

Attachment 1 – Proposed Contract

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STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to execute a campus law enforcement contract with the Boise Police Department in substantial conformance with the proposed contract in attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

UNIVERSITY LAW ENFORCEMENT SERVICES AGREEMENT

This University Law Enforcement Services Agreement is entered into between the City of Boise, by and through the Boise Police Department ("City" or "BPD"), a political subdivision of the State of Idaho, and Boise State University, by and through the Department of Public Safety ("University" or "Public Safety"), a state educational institution of higher education, on the date written below.

RECITALS

WHEREAS, University desires to contract with the City for the performance of law enforcement functions and police services from BPD; and

WHEREAS, City is agreeable to rendering such services on the terms and conditions set forth herein, and agrees to provide law enforcement services at and for the benefit of the University, its students, faculty and staff, and those in the campus community; and

WHEREAS, the parties wish to state more fully their rights and responsibilities regarding such law enforcement functions and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Law Enforcement Protection and Services. BPD will provide law enforcement services upon the Main Campus of Boise State University and upon and for those University properties within the Area of Service defined below. BPD agrees to employ, furnish, and supply all necessary personnel, together with their equipment, supplies and supervision, records and record-keeping, vehicles, communication equipment, along with maintenance, and such other items as are reasonable, customary and necessary. Services will include, but not be limited to: the investigation and enforcement of state criminal and traffic laws, filing investigative and other required reports or documents, patrolling and maintaining building security, traffic control and enforcement (but not parking control), accident investigation and assistance to other law enforcement agencies as appropriate, and the preservation of peace. BPD will also provide certain non-law enforcement services, including but not limited to participation in University's Campus

ATTACHMENT 1

Assessment, Resource and Education ("CARE") Team related to threat assessments, as well as participation in training programs, either independently, or alongside Public Safety personnel.

- 2. <u>Area of Service</u>. BPD will provide the services upon the Boise State University Main Campus and within buildings at the Main Campus, shown by Exhibit A, along with University-owned, controlled or maintained buildings and properties within the Boise Police jurisdiction areas, which properties will be updated from time to time and provided to the assigned BPD Lieutenant. Calls for service that are for University properties not located on the Main Campus may be answered by the Patrol Division of BPD assigned to the area the properties are located in.
- 3. Law Enforcement Unit. The parties agree and intend to establish BPD as a campus law enforcement unit in accordance with the definition of a law enforcement unit contained in 34 CFR § 99.8(a)(1)(i)-(ii). As such, BPD is a law enforcement unit made up of officers or officials authorized or designated by University to:
 - enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the agency or institution itself; and
 - b. maintain the physical security and safety of the University.
- 4. <u>Term</u>.
 - a. Unless sooner terminated as provided for herein, this Agreement shall be effective on January 1, 2017 and expire upon September 30, 2019.
 - b. At the option and election of the University, this Agreement shall, upon written notice to the City at least ninety (90) days prior to any expiration, be renewable for two (2) successive one year periods. In the event such written notice is not provided, this Agreement shall finally terminate at the end of such thirty-three (33) month period, on September 30, 2019.
- 5. <u>Cancellation</u>. Either party may cancel this Agreement for nonperformance or inadequate or poor performance with ninety (90) days written notice. Any cancellation of this Agreement based upon inadequate or poor performance or service expectations not being met must be in good faith and any amounts due under this Agreement shall be

calculated through the actual date of termination of this Agreement rather than the date of notice of termination.

- 6. <u>Consideration</u>. University, in consideration of the functions and police services provided under the terms of this Agreement, will pay (in monthly installments) to the City the total sum of:
 - Partial Year 1, January 1, 2017 September 30, 2017: \$902,530. Upon signing of this Agreement, University will pay \$8,762 to City to represent the increase in cost not captured in the extension of the previous Agreement pertaining to October 1, 2016 December 31, 2016.
 - ii. Year 2, October 1, 2017 September 30, 2018: \$1,239,474.
 - iii. Year 3, October 1, 2018 September 30, 2019: \$1,276,658.
 - b. If the parties agree to renew and extend this Agreement in any subsequent year pursuant to Section 4(b), the consideration to be paid by University to City shall be as follows:
 - i. Year 4, October 1, 2019 September 30, 2020: \$1,314,958
 - ii. Year 5, October 1, 2020 September 30, 2021: \$1,354,407
 - c. For the duration of this Agreement, University will also pay an additional \$450 per month for dispatch overtime and parking permit costs.
 - d. From time to time, University requires additional law enforcement presence at University or non-University events. BPD will make available additional officers in uniform at an extra rate of \$60 per hour for University events and \$66 per hour for non-University events occurring at Main Campus venues. The rate will increase for University events and non-University events, respectively as follows:
 - i. Partial Year 1, January 1, 2017 September 30, 2017: \$60 and \$66 per hour
 - ii. Year 2, October 1, 2017 September 30, 2018: \$62 and \$68 per hour
 - iii. Year 3, October 1, 2018 September 30, 2019: \$62 and \$68 per hour
 - iv. (Optional) Year 4, October 1, 2019 September 30, 2020: \$64 and \$70 per hour
 - v. (Optional) Year 5, October 1, 2020 September 30, 2021: \$64 and \$70 per hour

ATTACHMENT 1

University events are defined as those events held or sponsored by University officials, departments, or organizations, including student organizations, <u>or</u> those events for which the Department of Public Safety requests additional BPD staffing or involvement.

Non-University events are defined as those events held by outside individuals, corporations or agencies at which the outside entity or person requests additional BPD officer staffing or involvement.

7. <u>Regulated Environment</u>. City and BPD are aware of University's reporting, investigation, record-keeping and compliance obligations and the measures undertaken pursuant to Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g), the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and its amendments within the Higher Education Opportunity Act (the "Clery Act"), Title IX of the Education Amendments of 1972 (34 CFR Part 106) ("Title IX") and Section 304 of the Violence Against Women Reauthorization Act of 2013 ("VAWA"), and as such, will aid and support University in meeting its obligations under these laws, as the same may be amended from time to time, including but not limited to providing access to or copies of LE Records necessary to meet its obligations.

8. <u>Types of Records</u>.

- a. Law Enforcement Records (LE Records) are:
 - i. created by BPD, the law enforcement unit;
 - ii. created for a law enforcement purpose; and
 - iii. maintained by BPD, and not the University. See 34 CFR § 99.8(b)(1)LE Records.
- b. LE Records do not include records created and maintained by a law enforcement unit exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the Human Resources department or Dean of Students at University. See 34 CFR § 99.8(b)(2).
- c. Education Records:
 - i. Are directly related to a student; and
 - ii. Are maintained by the University, and not BPD;

- iii. Include but are not limited to grades, transcripts, class lists, student course schedules, student financial information, and student discipline files.
- iv. May be held and maintained by the University in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, microfiche, and e-mail. See 34 CFR § 99.2.
- 9. <u>Access to LE Records by University and Information Sharing</u>.
 - Recognizing the University responsibility to respond promptly and effectively to a. protect the campus community from and investigate hate crimes, violent crimes, or crimes of gender based or sexual violence, and the University's urgent need to receive information that affects the campus students, faculty, and staff safety, BPD will disclose LE Records, information and investigatory records to University officials as soon as practicable and under confidential stamp. In instances where immediate sharing of records is not possible, BPD will actively and promptly communicate with University Public Safety or Title IX officials to ensure the safety of the campus community, including, if known, the name and description of the victim and perpetrator, a description of the incident, including location and date and time, and any DR or other report number assigned to the police incident report documenting the investigation being conducted. Pending the release of records, the BPD Lieutenant or his/her designee assigned to the University will verbally communicate with the Executive Director of the Department of Public Safety or the University Title IX Representative with as much information as is possible to aid and support the University in its investigation.
 - b. <u>Routing for Screening Decisions</u>. LE Records, DRs or other reports that contain evidence meeting the elements of hate crimes, violent crimes, and crimes of gender based or sexual violence alleged to have occurred on the Main Campus or University-owned, controlled or maintained buildings and properties within the Boise Police jurisdiction areas will be routed to the Ada County Prosecuting Attorney's Office, Boise City Attorney's Office, or other special prosecutor as assigned, for a charging or "screening" decision unless the relevant prosecuting agency has been consulted and has indicated otherwise.

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c. <u>LE Records</u>. LE Records related to University business, regardless of format, will be freely shared with the Unversity and may be utilized for any lawful purpose, including but not limited to Title IX, Clery Act, Student Conduct, or Human Resource disciplinary proceedings, but will not be released by the University to any outside party, nor will LE Records created and maintained by BPD be held by the University as a record of the University. LE Records are not records belonging to the University and must be requested by the public through the Boise Police Department. BPD is the custodian of LE Records it produces and any persons requesting LE Records will be referred to BPD to submit a public record request.

10. Access to Education Records by BPD and Information Sharing.

- a. BPD officers and staff assigned to University:
 - i. perform an essential institutional service and function for which the University would otherwise use employees;
 - ii. are designated as "school officials;"
 - iii. possess a "legitimate educational interest" in student educational records.
 See 34 CFR § 99.31(a)(1)(i)(B); and
 - iv. may view or have access to student education records in order to perform their professional duties, subject to certain limitations.
 - v. Limitations.
 - FERPA still applies to the student education records and information from those records. BPD officers and employees, with whom Education Records and information from Education Records are shared, are employees are subject to:
 - a. FERPA's redisclosure requirements in 34 CFR § 99.33(a);
 - b. FERPA's consent requirements in 34 CFR§ 99.31;
 - c. Are under the direct control of the University with respect to the use and maintenance of the Education Records; and
 - d. Meeting the criteria established by the University's annual notification of FERPA rights, as required by 34 CFR § 99.7 in order to maintain designation as school officials with a legitimate educational interest.

- 2. BPD officers participating in the CARE Team functions may only use Personally Identifiable Information (PII) from Education Records to conduct threat assessments. For the sake of clarity and the avoidance of doubt, a BPD officer serving on the CARE Team may not share any PII with the Police Department from a student's education records to which he or she was privy to as a member of the CARE Team.
- 3. A BPD officer may disclose PII from a student's education records, on behalf of the University, to appropriate officials where a CARE Team determination finds that a health or safety emergency exists. See §§ 99.31(a)(10) and 99.36.
- vi. By allowing BPD officers, as school officials, to have appropriate access to a student's Education Records, BPD and University can work cooperatively to detect warning signs and determine whether a particular student poses a risk or a threat to him/herself and/or the campus community. To allow this communication to occur, both BPD and University must comply with the confidentiality requirements of FERPA for education records as set forth above.
- 11. Independence and Performance of Duties. BPD personnel are not the employees of University, but will be and remain the employees of City. Nothing in this Agreement shall be deemed or construed to: (i) create a partnership, joint venture, or employer-employee relationship between University and BPD or City personnel; or (ii) constitute BPD or City employees, officers, or agents as University employees, officers or agents. BPD is retained by the University only for the purposes and to the extent set forth in this Agreement, and BPD or City's relation to the University shall during the term of this Agreement be that of an independent contractor. BPD employees shall not be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions by the University pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees. BPD shall be responsible for the payment of any taxes due, if any, on any monies received from University. Except as provided below and herein,

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BPD reserves the right to determine the deployment method(s) for officers performing duties under this Agreement in the direction of their work, and the manner in which the services contemplated by this Agreement shall be provided.

- a. The parties agree that deployment of services will be accomplished by foot, bicycle, and/or vehicle patrols.
- Required Staffing Levels will be determined by the parties and will be set forth in a Standard Operating Procedure.
- c. Dispatch personnel employed by BPD will provide support services in parallel fashion to Public Safety officials and BPD alike.
- 12. <u>Controlling Procedures</u>. The procedures of BPD personnel will be governed by the Boise Police Policy Manual ("Manual") except as specifically set forth in this Agreement. Where University procedure directly conflicts with the procedures set forth in the Manual, the provisions of the Manual shall prevail. The Executive Director of the Department of Public Safety or his/her designee will be consulted regarding Boise Police Standard Operating Procedures (SOPs) that mutually affect BPD and University or Public Safety officers and officials.
- 13. <u>Open Dialogue</u>. BPD will maintain an open dialogue with University and exchange information regarding scheduling needs, public safety concerns, and matters of mutual interest; provided however, that no special relationship or duty is created or contemplated by this reference. In emergency situations or when there is an ongoing threat to the campus community or a member of the campus community, the Executive Director of the Public Safety Department or his/her designee and the assigned BPD Lieutenant or his/her designee will ensure information sharing occurs as quickly and as often as the situation will allow for, given the constraints that may exist.
- 14. <u>Clery Act Requirements</u>. Pursuant to the Clery Act, each BPD officer is considered a "Campus Security Authority," meaning each has a responsibility for campus security and has a duty to follow Clery Act requirements, including but not limited to: maintaining the daily log, providing appropriate information for timely warnings or emergency notifications, completing the appropriate Clery Act paperwork when crimes are reported to them, and completing Clery Act training provided by the University. BPD is the primary law enforcement agency to which University would refer crimes to be

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investigated and reported. As such, BPD will be required to provide annual Clery Act statistics for the Annual Security Report. BPD will have the primary responsibility to ensure the accuracy of the crime log, as well as ensuring it is available in accordance with this Agreement and Clery Act requirements. Clery Act training and education for officers specially assigned to the University or who may be deployed to the University for replacement or backfill will be determined by the University Clery Compliance Officer, in consultation with the BPD Lieutenant.

- 15. <u>Title IX Requirements.</u> BPD will ensure that personnel who are regularly assigned to work on the Main Campus or within the Area of Service, as well as personnel who may be assigned to provide support, including replacement or backfill for University-assigned officers, are aware of their responsibilities under Title IX of the Education Amendments of 1972 and Section 304 of the Violence Against Women Reauthorization Act of 2013 and ensure compliance under these federal acts. BPD personnel assigned to the University will complete an annual Title IX training module provided by the University.
- 16. <u>Peace Officer Standards and Training and Personnel</u>. BPD will utilize P.O.S.T.-certified officers in meeting its obligations under this Agreement. Six (6) officers will be assigned to the University in addition to one (1) Lieutenant and four and two-tenths (4.2) Police Admin Specialists. BPD agrees to consult with University in the scheduling of personnel. Appropriate University Public Safety officials will be consulted in the selection process of any BPD officer or dispatcher being considered for new assignment to the University. BPD retains its discretion to make officer assignments to University; provided however, that BPD agrees to consult with the University's Executive Director of the Public Safety Department or his/her designee in the selection and placement of BPD officers on assignment to the University.
- 17. <u>Backfill and Replacement</u>. BPD reserves the right to assign officers from different units to the University campus. However, BPD may give preferred assignment for extra shifts to regularly-assigned University officers to ensure consistency of the operational philosophy of BPD and University. All non-University officers with a temporary work assignment at University will be required to complete training related to University BPD Unit operating procedures.

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- 18. <u>Assigned BPD Lieutenant</u>. Taking into consideration the operational needs of BPD, the Lieutenant assigned to the University Unit will be considered for a rotational position every four years. Absent budgetary constraints, a newly assigned Lieutenant will be trained and transitioned into the University assignment by the exiting Lieutenant for a period no less than four weeks. The Lieutenant assigned to manage the University Unit will participate as a member of University's Campus Assessment, Resource and Education ("CARE") Team. As a member of the CARE Team, and within BPD budgetary constraints, the Lieutenant will maintain an ATAP membership and will attend appropriate training sessions and conferences to maintain a competency in the best practices for the threat assessment.
- 19. <u>Contract Management and Administration; Problem Solving</u>. BPD and Public Safety will each designate an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of University employees and the employees of BPD.
 - a. For the City and BPD, the administrator shall be the person serving in the Lieutenant position.
 - b. For the University, the administrator shall be the Executive Director of the Department of Public Safety.
 - c. Each party agrees to provide its full cooperation and assistance to the other, so as to facilitate the performance of this Agreement. Matters of dispute shall be resolved through good faith negotiations within the Chain of Command, and whenever possible, in a face to face meeting or series of meetings. Where those persons cannot resolve a disputed matter to their mutual satisfaction, they will be joined in the resolution process by their immediate superiors, the COD Captain for the City of Boise and the Chief Operations Officer for the University. Where the matter remains in dispute, and without a satisfactory resolution, the parties may, if both parties are in agreement that mediation is necessary, seek to mediate the dispute through a shared cost, mediation process.
- 20. Key Personnel.
 - a. BPD shall not substitute Key Personnel assigned to the performance of this Agreement without consultation with the Executive Director of the Department of Public Safety. For the purposes of this Agreement, Key Personnel shall include:

ATTACHMENT 1

Lieutenant position and the Police Admin Specialist(s) who shall report to the assigned Lieutenant. These key personnel positions shall not languish unfilled. Unless otherwise agreed to by the parties, any anticipated or unanticipated absence of more than 30 days shall require the unfilled Key Personnel position(s) to be replaced with a candidate chosen in consultation with the University who has received training necessary to serve in the University law enforcement position.

- b. Unless otherwise agreed to by the parties, BPD shall have a duty to backfill or replace officers with trained officers if a University assigned officer absence exceeds 30 days. This may be on a temporary duty basis. Service and work performed under this Agreement may not be subcontracted or assigned without prior written approval from the Director of the Department of Public Safety and the Chief Operations Officer for the University.
- 21. <u>Training</u>. Training, as determined by University in consultation with the BPD Lieutenant, shall be required for:
 - a. personnel who are regularly assigned to work on the Main Campus or within the Area of Service and
 - b. personnel who regularly provide support, including replacement or backfill, for University-assigned officers.
- 22. <u>Law Enforcement Services Hours</u>. BPD will provide the law enforcement services as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis, unless otherwise agreed to by the parties.
- 23. <u>Police Admin Specialist Hours and Training</u>. BPD will provide Police Admin Specialist personnel at the BPD Campus Substation as specified herein on a twenty-four (24) houra-day, seven (7) day-a-week basis.
 - a. Individual shift scheduling of Police Admin Specialists shall be at the discretion of BPD; provided, however, that the BPD Campus Substation office hours shall be on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.
 - b. Training for Police Admin Specialists will be determined by the BPD Lieutenant, in consultation with the Executive Director of the Department of Public Safety. The Executive Director of the Department of Public Safety will assign a liaison to the

BPD Lieutenant and Police Admin Specialists to ensure the needs of the University are met.

- 24. <u>University Policies</u>. University may from time to time adopt policies governing the conduct of students and other persons present on the Main Campus or upon University properties in the Area of Service. To the extent that violation of University policies constitutes a violation of applicable law, including a breach of the peace, or a threat to public health or safety, BPD will take the appropriate law enforcement actions as BPD determines in its sole discretion to be proper under the circumstances. To the extent that violation of those policies does not constitute a violation of applicable law, BPD is not required to take any law enforcement action and may leave the enforcement of policies to University.
- 25. <u>Vehicles, Equipment, Facilities</u>. All vehicles, equipment, and facilities are and shall be owned and maintained by the purchasing party.
 - a. Vehicles. City, at its sole cost and expense, shall provide, maintain and repair appropriate vehicles as may be reasonably required to perform any of the duties assigned hereunder. BPD agrees at a minimum to provide:
 - i. two (2) suitable patrol vehicles equipped with appropriate law enforcement equipment, such as lights, sirens, approved weapons and radio; and
 - ii. one (1) unmarked patrol vehicle, as well as any law enforcement equipment approved to be carried by the officers.
 - b. Equipment.
 - i. City. City shall, at its sole cost and expense, provide to its officers all equipment required or necessary to perform their duties, including uniforms, badges and other accoutrements, weapons, manuals, report forms, and such other equipment and materials as the City routinely issues to its police officers and upon the terms in the Collective Labor Agreement. All equipment provided by the City (or provided by the police officers at their expense) shall remain the property of the City (or the police officer, as the case may be). Additionally, as part of the Agreement price, BPD agrees to provide computers and printer equipment for BPD law enforcement purposes.

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- ii. University. University shall, at its sole cost and expense, provide such other specialized equipment as it shall require for police officers assigned to University, if any. Such University-supplied equipment shall remain the property of University, to be returned at the conclusion of the assignment. Any such specialized equipment will be identified and inventoried as such, with the City signing acknowledgment of receipt of such equipment and returning the same as soon as the equipment is no longer needed by the City. Any equipment belonging to University may only be used in connection with the service provided herein and may not be removed from the Main Campus of the University without the authorization of the Executive Director for Public Safety, unless necessary to assist a BPD officer or Public Safety officer in providing emergency response and assistance. Cost of repairs related to abusive damage to University-provided equipment, caused by the City, will be the responsibility of the City.
- c. Facilities.
 - i. University. University hereby grants to City a revocable license to occupy and utilize certain office space ("Non-leased Space") upon the Main Campus of University or at other locations on University property in order to perform the Police Services. The Non-Leased Space shall be rent free but occupancy shall be pursuant to and conditioned upon the terms and conditions set forth in Exhibit B (attached hereto and incorporated herein). Additionally, City shall enter into a lease for any facility utilized by the City for purposes outside of the Police Services provided hereunder.
 - University shall provide office space, furniture, and equipment, including but not limited to: telephones, computers/monitors/printers for the BPD dispatch center, and a radio communication system deemed sufficient by BPD for the purposes of this Agreement.
 - iii. University will provide four (4) reserved parking stalls for BPD vehicles and substation employees. Curb parking for marked police vehicles will be located in front of the substation. Properly identified police vehicles may park anywhere on campus within legal zones and restrictions. Additional

parking for BPD personnel will be managed consistent with University Parking and Transportation Department policy and practice.

iv. BPD will pay University for parking and use of any private vehicles for officers or other employees, using parking rates and rules applicable to University employees.

26. <u>Indemnification</u>.

- a. To the extent permitted by Idaho law, City shall indemnify, defend, and hold harmless University, its officers, agents, and employees from any and all liability, loss, damage or claims, of any description, which results directly or indirectly from the negligent acts or omissions or other tortious conduct of City, its officers, agents or employees in performing the services and duties described in this Agreement except those which arise out of the negligent acts or omissions or other tortious conduct of University, its officers, agents, and employees. Such indemnification and defense shall be limited to only those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. In no event will the indemnification provisions herein alter or waive the protections afforded and/or defenses that may be available to the City under the Idaho Tort Claims Act, including any defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.
- b. To the extent permitted by Idaho law, University shall defend, indemnify, and hold City, its officers, agents, and employees harmless from any and all liability, loss, damage or claims, of any description, which results directly or indirectly from the negligent acts or omissions or other tortious conduct of University, its officers, agents or employees in performing the duties described in this Agreement, except those which arise out of the negligent acts or omissions or other tortious conduct of City, its officers, agents, and employees. Such indemnification and defense shall be limited to only those claims, and only to the extent that, University itself could be liable under state and federal statutes, regulations, common law, and other law. In no event will the indemnification provisions herein alter or waive the protections afforded and/or defenses that may be available to the University under the Idaho Tort Claims Act, including any defenses, burdens of proof, immunities, and

limitations on damages to which University would be entitled if the claims were asserted against University.

- c. Nothing herein shall be deemed to constitute a waiver by City or University of any privilege, protection, or immunity otherwise afforded to it under the Idaho Constitution, or other applicable law. Nothing contained herein shall be deemed a waiver of University's sovereign immunity, which is hereby expressly retained.
- 27. <u>Insurance</u>. City will, at its sole cost and expense, procure and maintain throughout the term of this Agreement:
 - a. Commercial general liability insurance with limits not less than \$500,000.00 as is required by the Idaho Tort Claims Act with combined property damage and bodily injury liability, including blanket contractual and personal injury liability;
 - b. Automobile liability, including property damage and bodily injury with combined limits of not less than \$500,000.00; and
 - c. Worker's compensation insurance in amounts as required by statue, regardless of the number of employees, or lack thereof, to be engaged in the completion of this Agreement.
- 28. <u>Use of Marks or Logos</u>. Except as authorized by the Executive Director of the Department of Public Safety, in consultation with the Office of Trademark and Licensing, BPD shall not, prior to, in the course of, or after performance under this Agreement, use University's name or marks, including but not limited to its logos, in any advertising, badging, promotional media or vehicle wraps. Likewise, unless University is authorized by the Chief of Police, it shall not use BPD's name, marks, or logos in any advertising, badging, promotional media or vehicle wraps.
- 29. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement of the parties, and, except for that Memorandum of Understanding Between Boise State University and the City of Boise Regarding Gender Based Violence (the "MOU"), shall supersede all prior agreements, oral or written, between the parties, on the subject matter. The MOU executed between the parties for the purpose of coordinating investigations and responses related to sexual assaults or other gender-based violence shall be read and construed in a manner to be consistent with this Agreement, and any conflicts or

ATTACHMENT 1

inconsistencies shall be resolved through a meeting between the administrators for the parties.

- 30. Anti-Discrimination/Equal Employment Opportunity. Acceptance of this Agreement binds the City to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that 'No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.' In addition, 'No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance' (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the CMI Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The City shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws.
- 31. Default; Notice and Opportunity to Cure; Notice of Termination. Where performance has been deemed, in the sole discretion of either party to this agreement, to be substandard, or does not meet the service levels or expectations of either party, or key personnel do not meet the expectation of the University, then either party may choose to notify the other with reasonable specificity, of the deficiency, or the failure to meet expectations, or the key personnel issues requiring resolve. Upon receipt of the notice, the party shall be provided a thirty day period of time to communicate with the other party to seek clarity and cure or adjust its performance or key personnel in accordance with expectations. If, at the conclusion of such thirty day period, the notifying party is not satisfied with the other party's efforts to cure or adjust performance, then the

ATTACHMENT 1

notifying party shall issue a second notice, a notice of cancellation or termination pursuant to this section and Section 5, which shall be effective sixty (60) days following receipt of the notice of cancellation. Amounts due under this Agreement shall be calculated through the actual date of cancellation or termination of this Agreement on a pro rata basis rather than the date of notice.

- 32. <u>Appropriation by Legislature Required</u>. University is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate it or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. University reserves the right to terminate this Agreement in whole or in part if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for University to continue such payments, or if the Executive Branch mandates any cuts or hold backs in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease thirty (30) calendar days after notice to BPD. Amounts due under this Agreement shall be calculated through the actual date of termination of this Agreement on a pro rata basis rather than the date of notice of termination.
- 33. <u>Notice</u>. Notices required or contemplated under this Agreement shall be in writing and mailed or hand-delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other.

BOISE STATE UNIVERSITY

Kevin Satterlee COO/VP/Special Counsel Boise State University 1910 University Drive Boise, Idaho 83725 Phone: (208) 426.1233

BOISE POLICE DEPARTMENT

Chief William Bones Chief of Police Boise City Police Department 333 N. Mark Stall Place Boise, Idaho 83704 Phone: (208) 570.6000

- 34. <u>No Waiver of Future Breach</u>. The failure of a party hereto to insist upon strict performance or observation of this Agreement shall not be a waiver of any breach or of any terms or conditions of this Agreement by any other party.
- 35. <u>Severability</u>. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

CONSENT - BAHR – SECTION II

ATTACHMENT 1

- 36. <u>Attorney Fees</u>. In the event of any litigation arising under or as a result of this Agreement or arising from all of the acts to be performed hereunder or the alleged breach of this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.
- 37. <u>Governing Law</u>. This Agreement shall be governed and interpreted pursuant to the laws of the State of Idaho.
- 38. <u>Amendment</u>. No amendment, altercation, or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.
- 39. <u>Counterparts</u>. The parties will execute five (5) counterparts of this Agreement and each such counterpart shall be deemed an "original" for all purposes.

ATTACHMENT 1

DATED this _____ day of ______, _____.

BOISE CITY

BOISE STATE UNIVERSITY

William Bones Chief of Police Stacy Pearson Vice Pres., Finance and Admin.

BOISE CITY MAYOR

ATTEST:

David H. Bieter

Boise City Clerk

ATTACHMENT 1

EXHIBIT A – Depiction of Main Campus

EXHIBIT B

TERMS AND CONDITIONS

Occupancy of any Non-Leased Space shall be subject to the following terms and conditions:

No expansion of the utilized space will be allowed without the express written consent of the University.

All Non-Leased Space shall be utilized only for the purposes described in the Agreement as of the date of this Agreement and for no other purposes without the express written consent of the University.

University reserves the right to relocate BPD to other suitable and comparable Main Campus space to the extent the Non-Leased Space is required for other educational or University operational purposes. Prior to initiating any relocation, the University will review functionality and any response time concerns with BPD.

BPD will keep and maintain the Non-Leased Space in a neat, clean and orderly condition.

City will not operate the Non-Leased Space in such a fashion as to incur extraordinary utility costs and will use best practice efforts to minimize lighting and HVAC utility costs.

BPD shall comply with all present and future laws and regulations relating to regulated materials, including hazardous materials and agrees to abide by the Environmental Regulations of the University. BPD shall not use or store Hazardous Materials upon or within the Non-Leased Space and shall not dispose of any Hazardous Materials upon surrounding lands or waters.

BPD shall not make any improvements or do any other construction work on the Non-Leased Space or alter, modify, or make additions, improvements, or major repairs to the Non-Leased Space or install any fixtures or personal property therein or thereto without the prior written permission of the University.

Cost of repairs related to abusive damage to Non-Leased Space caused by BPD will be the responsibility of the City.

There shall be no assignment or subletting of the Non-Leased Space.

Any right to occupancy will terminate commensurate with the termination or expiration of this Agreement.

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IDAHO STATE UNIVERSITY

SUBJECT

Leasing of Idaho State University (ISU) real property in Pocatello, ID to McDonald's USA, LLC (McDonald's).

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b.

BACKGROUND/DISCUSSION

ISU requests Board authorization to negotiate and execute a lease with McDonald's. McDonald's is reinvesting in their restaurant located near ISU's campus in Pocatello, ID. As part of this rebuild, McDonald's would like to expand their drive-thru lanes onto ISU property located adjacent to their parcel of land. The adjacent parcel owned by ISU is currently a vacant lot with no current economic use. The proposed lease agreement has been reviewed by the Division of Public Works (DPW) and agreed to by McDonald's and is attached for reference.

ISU and McDonald's have conducted separate appraisals of ISU's parcel to determine the lease amount presented in the proposed lease agreement.

IMPACT

The proposed lease terms allow McDonald's to use this vacant lot for at least ten years with the option to extend their use for another ten or more years. ISU has no immediate use for this lot and would recognize income in the amount of roughly \$33,000 per year.

ATTACHMENTS

Attachment 1 – Pending Lease Agreement Page 3 Attachment 2 – Map of Property

Page 27

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a long-term ground lease agreement with McDonalds, and to delegate authority to the Interim Vice President for Finance and Administration to execute all relevant documents in substantial conformance with the terms provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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City, State: Pocatello, ID Address: _____ S. 5th Avenue L/C: 011-0013

GROUND LEASE

This Ground Lease ("Lease") dated ______ is between IDAHO STATE UNIVERSITY, an institution of higher education, ("Landlord"), and McDONALD'S USA, LLC, a Delaware limited liability company ("Tenant"). For service of notices under this Lease, see <u>Article 17</u>.

1. Premises: Landlord, for and in consideration of the covenants contained in this Lease and made on the part of Tenant, demises and leases to Tenant, and Tenant leases from Landlord, the parcel of land owned by Landlord located in the City of Pocatello, County of Bannock, State of Idaho, having a frontage of not less than 120 feet on S. 5th Avenue, containing not less than 20,400 square feet (not including roads or public rights-of-way), more particularly described on Exhibit A ("Leased Space"), together with all of Landlord's easement rights and appurtenances thereto, all buildings and improvements now located on the Leased Space, and all necessary easements and appurtenances in Landlord's adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewers, water, gas, drainage, electricity and other utilities and for driveways and approaches to and from abutting highways, for the use and benefit of the Leased Space, including the improvements to be erected on the Leased Space (the Leased Space, together with the easements and appurtenances described above and buildings and improvements existing on the date of this Lease are collectively referred to as the "Premises"). The easements, if any, are described on Exhibit A attached. If Tenant has the Premises or any portion thereof surveyed, then, at Tenant's option, the parties will execute a recordable amendment by which the survey description(s) are inserted in lieu of the description(s) contained on Exhibit A, but Tenant is not obligated to lease less than is described above.

2. Lease Term:

A. **Primary Term**: Tenant will have and hold the Premises for a term commencing on the date of the final execution of this Lease ("Lease Commencement Date") and ending 20 years from the date upon which Tenant opens for business in the Leased Space as developed in connection with the rebuild or remodel of the improvements located on Tenant's adjacent property ("Tenant's Adjacent Property") depicted on Exhibit A-1, attached ("Primary Term"). When the Primary Term is ascertainable and specifically fixed, or otherwise agreed to by Landlord and Tenant, Landlord and Tenant will enter into a supplement, suitable for recording, that will specify the actual dates of rent commencement and of the expiration of the Primary Term. If Landlord fails to execute and return the supplement within 15 days after delivery to Landlord, Tenant may execute and record the supplement on behalf of Landlord and Landlord appoints Tenant as its attorney-in-fact for such purpose.

B. **Option to Extend**: Landlord agrees that the Primary Term will be automatically extended for 4 successive option periods of 10 years each (each, an "**Option Period**") upon the same terms and conditions as contained in this Lease. No notice or act whatsoever is required by Tenant to extend this Lease. However, Tenant may, in its sole discretion, elect to do the following by sending notice to Landlord at least 90 days prior to the expiration of the Primary Term or any Option Period:

1) terminate this Lease as of the end of the Primary Term or any Option Period, whichever is applicable; or

2) exercise all or any number of the remaining options at the time of the notice.

The options contained in this Article will not be affected or terminated by Tenant's receipt or rejection of any offers relating to other options, including, but not limited to, rights of first refusal to purchase or lease, if any, contained in this Lease. The word **"Term"** as used in this Lease includes the Primary Term and all Option Periods unless Tenant terminates this Lease pursuant to this <u>Article 2B</u> or other provisions in this Lease.

3. Rent and Taxes:

A. **Rent**: Tenant's liability for rent commences on the date Tenant opens for business to the public in the Leased Space as developed in connection with a rebuild or remodel of the improvements located on Tenant's Adjacent Property (the "**Rent Commencement Date**"). Tenant, in consideration of the covenants made by Landlord, will pay rent to Landlord at the address provided in the notice section of this Lease (or such other address as Landlord designates in writing from time to time) according to the following schedule:

- 1) From the Rent Commencement Date until the last day of the month 120 months from the Rent Commencement Date, Tenant will pay \$2,800.00 per month.
- 2) For the remainder of the Primary Term, Tenant will pay \$3,080.00 per month.

If the Rent Commencement Date is other than the first day of the month, the first and last rent payment will be adjusted for the proportionate fraction of the whole month. Tenant will make all rent payments on the 15th of every calendar month for the then current month.

B. **Option Rent**: If this Lease is extended, Tenant will pay rent to Landlord according to the following schedule:

- 1) During the first Option Period, Tenant will pay \$3,388.00 per month.
- 2) During the second Option Period, Tenant will pay \$3,726.80 per month.
- 3) During the third Option Period, Tenant will pay \$4,099.48 per month.
- 4) During the fourth Option Period, Tenant will pay \$4,509.43 per month.

C. **Taxes**: Except as provided below, Tenant will pay promptly and before they become delinquent all real estate taxes generally imposed at any time during the Term from and after the Rent Commencement Date, upon or against the Leased Space, including the land and all buildings, furniture, fixtures, equipment and improvements now or later located on the Leased Space, lawfully assessed either in the name of Landlord, fee owner, or Tenant. Landlord will pay all special assessments levied prior to or during the Term.

Landlord will use its best efforts to obtain from the taxing authorities a separate assessment and separate tax bill for the land and buildings comprising the Leased Space and agrees to sign the Authorization and Notice to Tax Assessor attached as <u>Exhibit B</u> in order to facilitate this process. If Landlord does obtain such separate assessment and separate tax bill,

Tenant will pay the real estate taxes Tenant is obligated to pay directly to the taxing authority. Landlord agrees to give Tenant prompt notice of a separate assessment and separate tax bill to allow Tenant to avoid penalties and interest. If Landlord is unable to obtain such separate assessment and separate tax bill, and the tax bill covering the Leased Space includes property other than the Leased Space, Tenant will pay a fraction of the tax bill to Landlord calculated in the following manner: (i) in the case of land, if the land comprising the Leased Space is not separately assessed and included in a separate tax bill, the numerator of the fraction will be the land area of the Leased Space, and the denominator of the fraction will be the total land area of the property covered by the tax bill; (ii) in the case of buildings, if the building(s) on the Leased Space is not separately assessed and included in a separate tax bill, the numerator of the fraction will be the area of the building(s) on the Leased Space, and the denominator of the fraction will be the total area of all buildings located on the property covered by the tax bill. Tenant will pay its share within 45 days after Landlord notifies Tenant of the amount thereof and furnishes Tenant with a copy of the receipted tax bill showing that Landlord paid the taxes and the calculations by which Tenant's share was determined. Landlord will pay the tax bill when due. In no event will Tenant be liable for interest or penalties. In the event Tenant, for any reason except the fault of Tenant, pays a penalty or interest, Tenant is entitled to deduct the amount from subsequent rent payments.

The parties will make a prorata adjustment with respect to the commencement and ending of Tenant's tax liability if the commencement or ending of Tenant's liability does not coincide with the tax year.

Tenant will have the right, in its own name, to make and prosecute application(s) for abatement of taxes or appeals of assessments, and Landlord agrees to cooperate fully with Tenant. Landlord agrees to sign all necessary instruments in connection with such application or appeal. Landlord will not settle any such application or appeal without Tenant's prior written approval in each instance.

Notwithstanding anything contained in this Lease, Tenant is not obligated to pay any part of any franchise, excise, estate, inheritance, income or similar tax that is or may become payable by Landlord or that may be imposed against Landlord or against the rents payable under this Lease or upon Landlord's income or profits by reason of any law now in force or later enacted. Tenant is not under any obligation to pay any increase in taxes resulting directly or indirectly from or arising out of the sale or other transfer of ownership of the Leased Space or any portion of the Leased Space within the first 10 years of the Primary Term.

4. Landlord's Warranties and Covenants: Landlord covenants, represents and warrants that, during the Term:

A. **Zoning**: Landlord will, if necessary, use best efforts to cooperate with Tenant to obtain the approval of all public and governmental authorities as to all matters relating to zoning, subdivision, lot splits, lot ties, replats or similar requirements for use of the Premises along with the Tenant's Adjacent Property as a McDonald's restaurant in accordance with Tenant's plans and specifications as will permit Tenant to obtain all necessary permits, licenses and approvals referred to in <u>Article 6A</u> below. Landlord agrees to dedicate or grant any easements for public ways and to diligently perform.

B. **Utilities**: All water and gas mains, electric power lines, telephone lines, sanitary and storm sewer lines are located in the public right-of-way and at the property line of the Leased Space and are available and adequate for Tenant's intended use.

C. **Demolition and Site Preparation**: Landlord will (1) demolish and remove underground storage tanks and associated piping, dispensers, components and equipment, if any, located on the Leased Space, (2) remove all contaminated soil, and (2) in connection with the work outlined in (1) and (2) above, fill, grade, and compact the Premises and construct retaining walls, all to Tenant's specifications as required by Tenant to make the Premises ready for the construction of Tenant's improvements. Landlord will complete all work described in this <u>Article 4C</u> within 30 days from Tenant's notice of satisfaction and/or waiver of all contingencies and/or conditions of this Lease. Notwithstanding the foregoing, if Landlord determines in its sole discretion that the cost of such work is unreasonable, the Landlord may terminate this Ground Lease with no liability to Tenant.

D. **Hazardous Substances**: To the best of Landlord's knowledge, the Premises (including the surface and subsurface soil, surface water or groundwater, or the ambient air) are free of hazardous substances, wastes or materials, including petroleum (including fractions thereof and petroleum-based products), asbestos and polychlorinated biphenyls (hereinafter "**Hazardous Substances**") as defined or regulated under any federal, state or local laws, rules, regulations or ordinances relating to health, safety or the environment (hereinafter "**Environmental Law**").

If Hazardous Substances are discovered on the Premises prior to construction or operations, and if such compliance with Environmental Law requires remediation or removal, or if such Hazardous Substances on the Premises would otherwise interfere with Tenant or Tenant's subtenant's construction or operations on the Premises or add to the costs of such construction or operations, Landlord will, at Landlord's sole expense, promptly remediate, remove, and dispose of such Hazardous Substances in accordance with Environmental Law or as directed by any governmental authority (the "Remediation Work") to such extent and in such manner causing the least interference with Tenant's or Tenant's subtenant's operations and activities on the Premises. Notwithstanding the foregoing, if Landlord determines in its sole discretion that the cost is unreasonable, the Landlord may terminate this Ground Lease with no liability to Tenant. In connection with the work described in this Article 4D (the "Environmental Work"), Landlord will execute in Landlord's name all transportation and disposal documentation, such as landfill or other disposal tickets or documents, waste manifests, and notifications for waste removal, and Landlord will provide Tenant with copies of all such documentation promptly upon Landlord's completion thereof. To the extent allowed by law, Landlord also indemnifies and holds Tenant harmless and will defend Tenant from and against any liability, obligation, damage, cost, expense, fine and penalty, including attorneys' fees and costs, resulting directly or indirectly from the presence, remediation, removal or disposal of any such Hazardous Substances at the Premises discovered prior to construction or operations

E. **Possession**: The Leased Space is free and clear of all tenancies, whether oral or written, and Tenant will have sole and actual possession from the Lease Commencement Date.

F. **Covenant of Title and Quiet Enjoyment**: Landlord is well seized of and has good title to the Premises and all improvements located thereon on the Lease Commencement Date, free and clear of all liens, encumbrances, easements, tenancies and restrictions except those matters that appear of record as of the Lease Commencement Date. Landlord warrants and will defend title, and to the extent allowed by law, will indemnify and hold Tenant harmless from and against any liability, obligation, damage, cost, expense, fine and/or penalty that Tenant may suffer by reason of any claim against title or defect in the title or description of the Premises. In addition, Landlord agrees that neither Landlord, nor anyone claiming by, through or under Landlord, will

disturb or interfere with Tenant's quiet enjoyment of the Premises. Landlord agrees to provide Tenant with any and all non-disturbance agreements Tenant deems necessary, in a form acceptable to Tenant, covering any lenders or underlying fee owners within 14 days of Tenant's request. Such non-disturbance agreements will provide, in part, that so long as Tenant is not then in default beyond any applicable notice and cure period under this Lease, Tenant will not be disturbed in its peaceful enjoyment of the Premises, nor deprived of its rights pursuant to the terms of this Lease.

G. Intentionally deleted.

H. **Compliance with Law**: Subject to Tenant's obligations under <u>Article 5F</u>, Landlord will comply with all governmental laws, rules and regulations applicable to the Premises.

I. No Third Party Exclusive Use Rights: No exclusive use rights or restrictive covenants have been or will be granted to any person or entity that restrict Tenant's use of the Premises as a restaurant operating in any manner and serving any type of food or drink. In addition to Tenant's other remedies available under this Lease, at law or in equity, to the extent allowed by law, Landlord will indemnify and hold Tenant harmless from and against any liability, loss, obligation, damage, cost, expense, fine and/or penalty, including attorney's fees, that Tenant may suffer by reason of any breach by Landlord of the foregoing representation, warranty and covenant.

J. **Notices of Violations**: In the event that Landlord receives written notice of a violation of any federal, state or local law or ordinance at the Premises whether by Tenant or any other party (each, a "**Violation**"), Landlord will use commercially reasonable efforts to provide written notice of the Violation and all related materials received to Tenant within 7 days after Landlord's receipt of the Violation. If Landlord fails to adhere to the obligations contained in this <u>Article 4J</u>, and Tenant is materially harmed, then Landlord will reimburse Tenant within 30 days after Tenant's written request for the amount of any default judgment(s) incurred by Tenant in connection with the Violation. In the event that Tenant receives written notice of a Violation of any federal, state or local law or ordinance at the Premises whether by Landlord or any other party, Tenant will use commercially reasonable efforts to provide written notice of the Violation and all related materials contained in this <u>Article 4J</u>, and the materials received to Landlord within 7 days after Tenant's written request for the amount of any default judgment(s) incurred by Tenant in connection with the Violation. In the event that Tenant receives written notice of the Violation and all related materials received to Landlord within 7 days after Tenant's receipt of the Violation. If Tenant fails to adhere to the obligations contained in this <u>Article 4J</u>, and Landlord is materially harmed, then Tenant will reimburse Landlord within 30 days after Landlord's written request for the amount of any default judgment(s) incurred by Landlord in connection with the Violation

K. **Tenant's Remedies**: Landlord acknowledges that, in executing this Lease, Tenant is relying upon all of the covenants, representations and warranties contained in this Lease and that all such covenants, representations and warranties are material ones. Landlord accordingly agrees that, if Landlord does not cure or diligently commence to cure a default within 30 days after notice from Tenant, or if the default cannot be cured within such 30 day period, if Landlord does not commence to cure the default within such 30 day period and thereafter diligently pursue a cure, any breach of covenant, warranty or misrepresentation is grounds for Tenant to elect, at its option, to terminate this Lease or to cure the default(s). Tenant will not have the right to terminate this Lease under <u>Articles 4A</u>, <u>4B</u> and <u>4C</u> after Tenant has notified Landlord that it has satisfied the contingencies and/or conditions precedent to this Lease. The remedies contained in this <u>Article 4K</u> are in addition to all other remedies Tenant has at law or in equity.

5. **Tenant's Covenants**: Tenant covenants and agrees that, during the Term:

A. **Rent**: Except as otherwise provided in this Lease, Tenant will pay rent on the days and in the manner provided in this Lease without offset or deduction.

B. **Liens and Encumbrances**: Tenant will not cause the estate of Landlord in the Premises to become subject to any lien, charge or encumbrance whatsoever, and Tenant will indemnify and keep indemnified Landlord against all such liens, charges and encumbrances. Tenant reserves the right to bond over any such lien, charge or encumbrance.

C. **Insurance and Indemnity**: At Tenant's expense, Tenant will insure and keep insured, or cause to insure and keep insured, from the date of actual possession, the building and improvements Tenant may construct on the Leased Space against loss or damage by means of all-risk insurance on a replacement cost basis with responsible insurance companies licensed in the state in which the Premises are located. Subject to the terms of this Lease such insurance policy will name Tenant as loss payee.

Tenant will also maintain, or cause to be maintained, and keep in force Commercial General Liability insurance, on an occurrence basis, insuring against claims for personal injury, death or property damage occurring in, on or about the Leased Space, with a single limit of \$1,000,000.00 per occurrence / \$1,000,000.00 general aggregate. As stated below, Tenant's insurance obligations may be satisfied by means of self-insurance. In the event that Tenant elects to purchase any insurance policy described in this Article 5C, Tenant shall deliver to Landlord a certificate of insurance naming Landlord and the State of Idaho as additional insureds.

Tenant further agrees to indemnify, defend and save Landlord harmless from any liability, loss, cost, expense or claim of any nature resulting from any damage to person or property arising solely out of the failure of Tenant or Tenant's agents, employees, servants, licensees or contractors, in any respect, to keep the Leased Space in a safe condition or to comply with and perform all of the requirements and provisions of this Lease. In the event of an adverse and final judgment against Landlord on such claims, the time for all appeals having expired, Tenant agrees to cause such judgment to be satisfied within 90 days, and agrees to indemnify and hold Landlord harmless from and against any losses, costs, expenses, damages, liabilities or reasonable attorneys' fees that arise if such judgment is not so satisfied.

Tenant will have the sole and exclusive right to retain counsel to determine all litigation issues including, without limitation, trial strategy, trial preparation, discovery techniques and strategy, right of appeal, and settlement decisions.

Landlord agrees to notify Tenant in writing by overnight delivery to Tenant's notice address in <u>Article 17</u> immediately after Landlord receives any such complaint or claim. The notice will include a copy of all pleadings, if a complaint is filed, or of all correspondence and exhibits if a claim is filed or received by Landlord.

Notwithstanding any provision in this Lease to the contrary, Tenant may self-insure for all insurance coverage required in this Lease, to the extent that Tenant is not prohibited by law from doing so.

D. **Repairs**: Tenant will keep the Leased Space in a safe and good condition and repair, subject to ordinary wear and tear and to Landlord's obligations under this Lease, if any.

E. Utilities: Tenant will pay when due all charges for all utility services used on the Leased Space.

F. **Compliance with Law**: Tenant will comply with all governmental laws, rules and regulations applicable to the use, development or operation of the Leased Space.

6. Right to Terminate:

A. Contingency Period: If Tenant is unable to satisfy the contingencies and/or conditions precedent of this Lease within 210 days after the Lease Commencement Date (the "Contingency Period"), or if the soil tests, results of environmental due diligence, title, survey, permits, or any other matters do not meet with Tenant's approval or if they disclose matters that would make the Premises unsuitable for the purposes stated in this Lease, Tenant may elect to extend the Contingency Period for up to two additional 30 day periods by sending written notice of such election to Landlord. If Tenant is unable to satisfy the contingencies and/or conditions precedent of this Lease within the Contingency Period, as extended if Tenant so elects, Tenant or Landlord may, at any time after the expiration of the Contingency Period, as extended if Tenant so elects, terminate this Lease, and this Lease will be of no further force or effect as of the date such notice is given. Landlord and Tenant covenant to act in good faith and use due diligence to satisfy all contingencies and/or conditions for which they are responsible, and neither party will have the right to terminate this Lease unless they have so performed. Notwithstanding the foregoing, if Landlord elects to terminate this Lease as provided in this Article 6A, Tenant will have 10 days after receiving Landlord's termination notice to waive, in writing, the contingencies and/or conditions precedent. If Tenant does not waive the contingencies and/or conditions precedent, this Lease will terminate and be of no further force and effect 10 days after Tenant's receipt of Landlord's notice.

This Lease is subject to the following contingencies and/or conditions precedent:

1) **Permits**: Tenant has entered into this Lease in the expectation of obtaining, after expiration of all applicable appeal periods, all permits, variances, special use permits, licenses, permissions, approvals or other authorizations (collectively called "**Permits**") necessary for the construction or remodel and operation of a McDonald's restaurant on the Leased Space and the Tenant's Adjacent Property, including Tenant's signs and special service windows, and playland or PlayPlace and Tenant's ability to operate 24 hours a day, 7 days a week (all at Tenant's option), built according to Tenant's plans and specifications, including, without limitation, curb cuts in connection with the facility deemed necessary or desirable by Tenant.

Landlord agrees to execute such documents, make such appearances and do such other things as Tenant may reasonably request. If Tenant is unable to obtain all Permits, Tenant may terminate this Lease and declare it null and void and of no further force and effect as provided in <u>Article 6A</u>.

2) **Evidence of Title**: Tenant will apply for leasehold title insurance for a 2006 ALTA owner's policy, or other policy type sufficient to meet the needs of Tenant, from a title company acceptable to Tenant ("**Title Company**"), with a policy amount of not less than \$750,000.00 or the amount required by law or the title insurer, which policy will include an ALTA 13 endorsement, provide the insured with extended coverage, and cover the date of recording of the Memorandum of Lease, as provided in <u>Article 16</u>, showing title to the Premises in Landlord. If the report on title, title binder or commitment discloses any conditions, restrictions, liens, encumbrances, easements or covenants which, in Tenant's opinion, would affect Tenant's use and enjoyment of the

Premises, Landlord will have 30 days after the date Tenant notifies Landlord of such defects to make a good faith effort to cure such defects and to furnish a title report, binder or commitment showing such defects cured or released to Tenant's satisfaction, unless Landlord determines in its reasonable discretion, that the cost to cure is in excess of \$5,000.00 and terminates this Agreement with no liability to Tenant. Tenant may negate such termination if it serves notice to Landlord that it will pay such costs in excess of \$5,000.00 within 30 days after Landlord's termination notice. If such defects in title are not so cured or released to Tenant's satisfaction within such 30–day period, Tenant may, at its option, terminate this Lease and declare this Lease null and void and of no further force and effect.

Within 5 days after the Lease Commencement Date, Landlord will deliver to the Title Company, Landlord's prior title evidence, such as title policies, a current abstract or attorney's opinions, if available. Landlord may execute and deliver to the Title Company or Tenant any other affidavit, statement or other document normally required by the Title Company as a condition for the issuance of the title insurance policy with a contiguity endorsement insuring that the Leased Space is contiguous to the Tenant's Adjacent Property, and including any other endorsements requested by Tenant.

3) **Survey**: Tenant may order a certified topographical survey, in accordance with Tenant's standards, to be performed by a licensed surveyor, showing the area, dimensions and location of the Premises to the nearest monuments, streets, alleys on all sides, the topography, the location of all available utilities in adjoining streets, alleys or property, the location of all improvements and encroachments, the location of all recorded easements against or appurtenant to the Premises, and not disclosing any condition rendering the Premises unusable, in Tenant's sole opinion, for the purposes stated in this Lease. If the survey discloses any matter not acceptable to Tenant, then Tenant may, at Tenant's option, terminate this Lease and declare this Lease null and void and of no further force and effect.

4) **Soil Tests**: Tenant may order such boring, percolation, environmental, and other soil or groundwater tests describing the physical characteristics of the sub-strata of the Premises. If the reports disclose, in Tenant's sole judgment, any condition not acceptable to Tenant, then Tenant may, at Tenant's option, terminate this Lease and declare this Lease null and void and of no further force and effect.

5) Environmental Site Assessments: Tenant may order, at Tenant's expense, a written Phase I Environmental Site Assessment ("ESA") of the Premises to be conducted in accordance and compliance with ASTM E1527-13 and 40 C.F.R. Part 312, et seq., standards and regulations for conducting Phase I ESA's ("ESA Standards and Regulations"). An environmental professional, qualified to conduct an ESA in accordance with the ESA Standards and Regulations ("Environmental Professional") chosen by and acceptable to Tenant will conduct the ESA. If Landlord has a written Phase I ESA relating to the Premises prepared by an Environmental Professional within 6 months prior to the Lease Commencement Date in accordance with the ESA Standards and Regulations, Landlord will provide Tenant with a copy of Landlord's Phase I ESA, along with a letter from the Environmental Professional specifying that Tenant may rely upon the Phase I ESA. Tenant may choose, at Tenant's option, to rely upon Landlord's Phase I ESA. Tenant may update any environmental reports, at Tenant's expense, every 180 days.

If the Phase I ESA or any other soil tests identify any recognized environmental conditions, indicate that any Hazardous Substances are located on the Premises or recommend further Phase II environmental testing, Tenant may, at Tenant's option: (a) terminate this Lease
and declare this Lease null and void and of no further force and effect; or (b) order, at Tenant's expense, a written Phase II ESA to be undertaken as recommended by the Phase I ESA. Upon Tenant's review of the written Phase II ESA, the parties will act in accordance with <u>Article 4D</u>.

6) **Access:** Tenant obtaining access to public thoroughfare(s) is adequate, in Tenant's sole opinion, for Tenant's intended use of the Leased Space.

7) **Extraordinary Costs:** Tenant confirming that Tenant's total extraordinary costs do not exceed \$40,000.00. "**Extraordinary costs**" are all costs and expenses other than construction costs for Tenant's standard building and site improvements. Extraordinary costs include, but are not limited to: contaminated soil and ground water removal or remediation; costs to extend utility lines to the site; costs to construct off-site drainage or sewage treatment facilities; permit fees; impact fees; legal fees; expert and consulting fees for non-employees; costs and expenses for easements and additional property used in conjunction with the Premises; and costs or expenses related to roadways or the surrounding public rights-of-way. However, the parties' respective obligations to provide or pay for any of the above items may be stipulated elsewhere in this Lease. If Tenant determines that the total extraordinary costs will exceed the amount stated above, Tenant may, at Tenant's option, terminate this Lease and declare this Lease to be null and void and of no further force and effect.

8) Intentionally Deleted.

B. **Access**: Landlord grants to Tenant, its agents and contractors, the right to enter upon the Premises to make the soil tests, surveys and environmental assessments.

C. **Payment**: Tenant may terminate this Lease at any time after the date that is 10 years after the Lease Commencement Date by giving notice to Landlord, paying to Landlord the sum of 6 month's rent (at the rental rate effective on the date of such notice to Landlord), removing the Tenant drive-thru lanes and related improvements from the Premises and repairing any damage caused by such removal by paving, covering with gravel or landscaping such areas, and by delivering to Landlord an executed termination agreement suitable for recording. In such event, this Lease will terminate 3 months after the date of the notice. Thereafter, Landlord and Tenant will have no further rights, duties or obligations under this Lease, except that all rents, taxes and other monetary obligations prepaid by either party will be prorated for the applicable period.

7. Use, Alterations and Title to Improvements:

A. **Use**: Notwithstanding any other provision in this Lease to the contrary, Tenant has the right to use or occupy the Leased Space for any lawful purpose or purposes as it relates to its business located on Tenant's adjacent parcel.

B. Alterations and Title to Improvements: Tenant has the right to make, or permit any subtenant to make, alterations, additions and improvements to the Leased Space from time to time. All alterations, additions and improvements Tenant or any subtenant constructs are and will remain the property of Tenant at all times during the Term. Landlord agrees to execute all permit and other applications, consents and other reasonable documents ("Documents") that Tenant may require from time to time to obtain permits, variances, or other governmental approvals in connection with any construction or other use of the Leased Space that may be permitted under this Lease. Tenant will have the right to remove any alterations, additions and improvements at any time during the Term, and for a period of 30 days thereafter, and, for such purpose, to enter upon the Premises and shall pave, cover with gravel or landscape such areas. Tenant shall

remove any building or other drive-thru lanes and related improvements at or after the termination or expiration of this Lease and pave, cover with gravel or landscape the areas of such removal.

8. Assignment and Subletting: Tenant may, without the consent of Landlord, sublease the Premises or assign this Lease or its rights under this Lease to its parent corporation, subsidiaries, affiliates, related entities or franchisee, or the franchisee of any such parent corporation, subsidiary, affiliate or related entity. Tenant may not sublease the Premises or assign this Lease to any unrelated third party without the consent of Landlord, which consent and approval shall not be unreasonably withheld, conditioned, or delayed. In such event, Tenant will remain liable to pay all rent required under this Lease and to perform all terms, covenants, and conditions under this Lease. Without limitation, it is agreed that Tenant has the right to mortgage or otherwise encumber its leasehold interest.

9. **Mortgaging of Leasehold Estate**: If Tenant mortgages Tenant's leasehold estate and the mortgagee or holders of the indebtedness secured by the leasehold mortgage or trust deed notify Landlord, in the manner provided for the giving of notice, of the execution of such mortgage or trust deed and name the place for service of notice upon such mortgagee or holder of indebtedness, then, in such event, Landlord agrees that for the benefit of such mortgagees or holders of indebtedness from time to time:

A. Landlord will give to any such mortgagee or holder of indebtedness simultaneously with service on Tenant, a duplicate of any and all notices or demands given by Landlord to Tenant. Landlord will deliver such notices in the manner and subject to the terms of the notice provisions of this Lease.

B. Such mortgagee or holder of indebtedness will have the privilege of performing any of Tenant's covenants under this Lease, curing any Tenant default or exercising any election, option or privilege conferred upon Tenant by the terms of this Lease.

C. Landlord will not terminate this Lease or Tenant's right of possession for any Tenant default if, within a period of 20 days after the expiration of the period of time within which Tenant might cure such default under the provisions of this Lease, such mortgagee or holder of indebtedness commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to complete such cure.

D. Except for the termination rights contained in this Lease, no negotiated termination of this Lease will be effective unless joined in by any such mortgagee or holder of the indebtedness.

E. No liability for the payment of rent or the performance of any of Tenant's covenants and agreements will attach to or be imposed upon any mortgagee, trustee under any trust deed or holder of any indebtedness secured by any mortgage or trust deed upon the leasehold estate, unless such mortgagee, trustee or holder of indebtedness forecloses its interest and becomes the Tenant under this Lease.

10. Landlord's Right of Re-Entry: If Tenant fails to pay rent when rent is due and payable, and continues in default for a period of 30 days after receipt of notice from Landlord, or if Tenant fails to promptly keep and perform any of Tenant's other covenants in accordance with the terms of this Lease and continues in default for a period of 30 days after receipt of notice from Landlord of default and demand for performance, then, Landlord may (a) declare the Term ended, and enter into the Premises and expel Tenant or any person occupying the Premises and repossess and enjoy the Premises as in Landlord's former estate; and/or (b) re-let the Premises, applying

the rent from the new tenant to this Lease, and Tenant will be responsible for only the balance that is due, should a balance exist. Tenant shall pay Landlord all reasonable costs Landlord incurs to remove any Tenant building or drive-thru lanes and related improvements from the Premises and paving, covering with gravel or landscaping such removal. If any default occurs other than in the payment of money, which cannot with due diligence be cured within a period of 30 days, and Tenant, prior to the expiration of such period, commences to eliminate the cause of such default, then Landlord will not have the right to declare the Term ended and/or relet the Premises by reason of such default.

11. **Holding Over**: If Tenant continues to occupy the Premises after the last day of the Term, and Landlord accepts rent thereafter, a month-to-month tenancy is created, and not for any longer period, either party having the right to terminate such month-to-month tenancy upon 30 days notice to the other. Rent for any such holdover period will be 110% of the monthly rent paid immediately prior to such expiration of the Term.

12. **Condemnation**: If all or any part of the Premises is taken or condemned by any competent authority for any public use or purpose during the Term, Tenant reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for such taking based upon Tenant's leasehold interest and Tenant's rights contained in this Lease, interruption of business, moving expenses, goodwill, and Tenant's ownership of buildings, alterations and improvements and other damages available under applicable law. Landlord will have the right to make a claim for the taking of, or injury to, the reversion. When the condemning authority takes or condemns a temporary interest, Tenant will receive all compensation for the temporary interest to the extent that the duration of the temporary interest is within the Term.

If a part of the Premises is taken or condemned which, in the sole judgment of Tenant, is sufficient to render the remaining portion unsuitable for Tenant's continued use or occupancy, then Tenant may, at any time, either prior to or within a period of 60 days after the date when possession of the Premises is required by the condemning authority, elect to terminate this Lease.

In the event of any taking or condemnation that does not result in termination of this Lease, this Lease will continue in effect with respect to the portion of the Premises not so taken, except that the rent payable under this Lease will be reduced by a fraction, the numerator of which will be the number of square feet of the Leased Space taken or condemned, and the denominator of which will be the square footage of the Leased Space prior to the taking or condemnation. This rental reduction will apply to any permanent taking or condemnation of a portion of the Leased Space in which the condemning authority receives a fee interest, any exclusive interest or any other interest which other interest makes such portion unsuitable, in Tenant's sole judgment, for private use in connection with Tenant's business, including, without limitation, any right of way easement. Tenant will, with all due diligence and at Tenant's own cost and expense, remove its building, drive-thru lanes and related improvements and pave, cover with gravel or landscape the areas of such removal to the extent practicable. If the business on the Premises is closed due to such taking or condemnation, then until the completion of such work and Tenant's re-opening for business, Tenant's obligation to pay rent, real estate taxes, and any other charges contained in this Lease will abate.

Landlord will give Tenant prompt notice of a taking or condemnation or proposed taking or condemnation of all or any portion of the Premises, and Landlord will include Tenant in any discussions or negotiations with the right of way agent or other condemning authority. Landlord will not convey any portion of the Premises in lieu of a taking or condemnation without Tenant's

prior written approval; and in connection with any such approved conveyance, Tenant will be entitled to the same rights and rental and purchase price reduction that Tenant would have been entitled to under this Lease had the conveyed property been actually taken or condemned.

13. Intentionally deleted.

14. Intentionally deleted.

15. Trade Fixtures, Machinery and Equipment: Landlord agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature kept or installed in the Premises by Tenant or subtenant will not become the property of Landlord or a part of the realty no matter how affixed to the Premises and Tenant or subtenant may remove same, in their discretion, at any time and from time to time during the Term or within 30 days thereafter. Upon request of Tenant, Landlord will execute and deliver any real estate consent or waiver forms submitted by any vendors, lessors, chattel mortgagees or holders or owners of any trade fixtures, machinery, equipment, furniture or other personal property of any kind and description kept or installed in the Premises by Tenant or any assignee or subtenant setting forth the fact that Landlord waives, in favor of such vendors, lessors, chattel mortgagees or any holders or owners, any lien, claim, interest or other right superior to that of such vendors, lessors, chattel mortgagees, owners or holders. Landlord further acknowledges that property covered by such consent or waiver forms is personal property and will not become a part of the realty no matter how affixed, and that such property may be removed from the Premises by vendors, lessors, chattel mortgagees, owners or holders at any time upon default in the terms of such chattel mortgage or other similar documents, free and clear of any claim or lien of Landlord.

16. **Recording**: Tenant and Landlord agree to execute and record a short form or memorandum of this Lease as soon as Tenant has approved the survey and legal description of the Premises.

17. Miscellaneous Provisions:

A. **Invalidity**: If any term or provision of this Lease or the application to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, will not be affected.

B. **Successors**: The terms, conditions and covenants of this Lease are binding upon and inure to the benefit of each of the parties, their heirs, personal representatives, successors or assigns, and run with the land; and where more than one party constitutes lessors under this Lease, the word "Landlord" whenever used in this Lease will include all lessors jointly and severally.

C. **Incorporation/Writing**: All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated in this document. No waivers, alterations or modifications of this Lease or any agreements in connection with this Lease are valid unless in writing executed by both Landlord and Tenant.

D. **Construction**: This Lease will be construed not against the party who prepared this agreement, but as if negotiated in good faith and prepared by mutual agreement of both parties. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs of this Lease or in any

way affect this Lease. Any gender used refers to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular includes the plural and, conversely, the plural includes the singular.

E. **Notice**: If at any time, it is necessary or convenient for one of the parties to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing, signed by the party serving notice, sent by nationally recognized overnight carrier or registered or certified United States mail, return receipt requested and postage or other charges prepaid. If intended for Landlord, the notice must be addressed to:

Idaho State University 921 So. 8th Ave. Stop 8410 Pocatello, ID 83209

If intended for Tenant, the notice must be addressed to:

One McDonald's Plaza Oak Brook, IL 60523 Attention: Director, U.S. Legal Department #091 L/C: 011-0013

with a copy to:

12131 113th Avenue NE Suite 103 Kirkland, WA 98034 Attention: Development Director L/C: 011-0013

or such other address as either party furnishes to the other, in writing, as a place for the service of notice. In order for Landlord's notice changing the payee for any rental payments to be effective, in addition to the notice itself, Landlord must furnish Tenant with (1) certified copies of executed deed, death certificate or other document signed by the current Landlord (and, in the case of Landlord's death, an order appointing executor, letters testamentary or other probate documents signed by a court of competent jurisdiction) evidencing the change in title or the appointment of a new agent authorized to receive notices and collect rent, (2) in the event of a sale or assignment, an assignment of lease assigning Landlord's interest in the Leased Space executed by landlord and assignee, and (3) an executed IRS form W-9 showing the name and social security number or FEIN of the new rent payee. Notwithstanding the foregoing, if Tenant delivers a notice to Landlord at the address to which rental payments are sent at the time of the notice, such notice is adequate for the purpose of exercising any option right contained in this Lease, including, but not limited to, purchase options, rights of first refusal and options to terminate, if any. Any notice so sent will be deemed to have been given as of the time it is deposited with the overnight carrier or in the United States mail.

F. **Billing Statements**: All billing statements, rent statements and supporting information must be sent to McDonald's USA, LLC, One McDonald's Plaza, Oak Brook, IL 60523, Attention: REF, L/C: 011-0013. Tenant or the occupant of the Leased Space may pay such bills directly, and on or before 30 days after receiving notice of any duplicate or excess payments made by Tenant or the occupant, Landlord will reimburse Tenant for such duplicate or excess payments. Upon 30 days' notice to Landlord, Tenant has the right to change any address(es) for such billing

statements and information. Landlord must send notice of delinquencies in accordance with <u>Article 17E</u>. Landlord will give notice of any change in the name or address of the payee of such billings to Tenant at Tenant's notice address.

G. **Waiver of Jury Trial**: Landlord and Tenant agree to waive any right to have a trial by jury with respect to any lawsuit based on, or arising under, this Lease or any course of conduct, course of dealing, statements or actions of Landlord or Tenant in connection with this Lease.

H. Anti-Terrorism Representation and Warranty: Landlord and Tenant each represent and warrant that neither they nor the officers and directors controlling Landlord and Tenant, respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees that in the event of a breach of this provision or any applicable law relating to the subject of this provision, the non-breaching party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including, but not limited to, terminating this Lease.

I. **Good Faith and Due Diligence:** Landlord and Tenant covenant to act in good faith and use due diligence in the performance of their respective obligations under this Lease.

J. **No Waiver:** No waiver by either party of any term, covenant or condition ("**Provision**") under this Lease by the other party will be effective or binding upon such party unless given in the form of a written instrument signed by such party, and no such waiver will be implied from any omission by such party to take action with respect to such Provision. No express written waiver of any Provision will affect any other Provision or cover any period of time other than the Provision and/or period of time specified in such express waiver. One or more written waiver(s) of any Provision will not be deemed to be a waiver of any subsequent Provision.

K. **Brokers Commission:** Landlord and Tenant represent to each other that they have not dealt with any real estate agent, broker, finder or any other entity which is or may be entitled to a commission as a result of this transaction. Any party making a misrepresentation under this Article will hold the other party harmless from any losses, costs, or expense, including reasonable attorneys' fees and court costs, arising out of such breach. Notice of any claim under this Article must be given to the other party within 30 days from the date a request for a commission is made. The indemnifying party will have the right to defend and settle any claim.

L. **Prevailing Party:** If either party institutes any action at law or in equity against the other party to secure or protect its rights under or to enforce the terms of or for breach of this Lease, in addition to any judgment entered in its favor, the prevailing party will be allowed to recover its reasonable attorneys' fees together with court as set by the court.

M. **Business Days**: If any date set forth in this Lease for the performance of any obligations of Landlord or Tenant, or for the delivery of any instrument or notice as provided in this Lease, should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Lease, the term "legal holiday" means any

state or federal holiday for which financial institutions or post offices are generally closed in the state in which the Premises is located.

18. **Rule Against Perpetuities**: If this Lease has not been previously terminated pursuant to its terms and provisions and if the Primary Term has not been ascertained within 30 full calendar months from the date appearing on page 1 of this Lease, then and in that event, this Lease will then become null and void and have no further force and effect whatsoever at law or in equity.

19. **Conflicts of Interest**: Landlord and (if Landlord is not an individual) the party(ies) executing this Lease for or on behalf of Landlord, or as a representative of Landlord represent that, to the best of his/her/their knowledge, he/she/they, or any person connected directly or indirectly with Landlord is/are not (an) agent(s), employee(s), servant(s), supplier(s), licensee(s) or officer(s) of Tenant or any subsidiary, affiliate or parent corporation thereof, or related to any agent, employee, servant, supplier, licensee or officer of Tenant or any subsidiary, affiliate or parent corporation. The parties executing this Lease acknowledge that Tenant relies upon Landlord's representations as inducement to enter into this Lease.

20. Authority to Sign: No employee or agent of Tenant (other than an authorized signatory) has authority to execute this Lease or make any other warranty, representation, agreement or undertaking. The parties' submission of this document for examination and negotiation does not constitute an offer to lease or a reservation of or option for the Premises, and this document will be effective and binding only upon final execution and delivery by Landlord and an authorized signatory of Tenant. The parties executing this Lease on behalf of Landlord and Tenant represent that they have the authority and power to sign this Lease on behalf of Landlord and Tenant. No act or omission of any employee or agent of the parties or any broker will alter, change or modify any provisions of this Lease.

21. Intentionally Deleted.

22. Addenda and Exhibits: This Lease includes the following Addenda and/or Exhibits, which govern over conflicting provisions (if any) of this Lease, and are made an integral part of this Lease and fully incorporated by reference:

<u>Exhibit A</u>: Legal Description of Leased Space and easements <u>Exhibit A-1</u>: Depiction of Leased Space and Tenant's Adjacent Property <u>Exhibit B</u>: Authorization and Notice to Tax Assessor

[The remainder of this page is intentionally left blank.]

LANDLORD AND TENANT, by their execution below, indicate their consent to the terms of this Lease.

LANDLORD:

TENANT:

IDAHO STATE UNIVERSITY,

an institution of higher education

B١ Its

McDONALD'S USA, LLC,

a Delaware limited liability company

By:	By:
Its:	Its:
ATTEST	ATTEST
By:	By:
Its:	Its:

WITNESS

WITNESS

Landlord's Information: Telephone Number _____ Fax Number _____ Federal Tax I.D. or Social Security Number

(Attach Form W-9 for Execution)

DIVISION OF PUBLIC WORKS, DEPARTMENT OF ADMINISTRATION

BY:

Linda Miller, Leasing Manager

BUSINESS AFFAIRS AND HUMAN RESOURCES DECEMBER 15, 2016

ATTACHMENT 1

ACKNOWLEDGMENT - McDONALD'S (No Attestation required)

STATE OF ILLINOIS)) SS
COUNTY OF DUPAGE)
I,, a Notary Public in and for the county and state aforesaid, CERTIFY that, as, of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes therein set forth.
Given under my hand and notarial seal, this day of,
My commission expires Notary Public
ACKNOWLEDGMENT - CORPORATE
STATE OF) SS COUNTY OF)
I,, a Notary Public in and for the county and state aforesaid, CERTIFY that, as, of , a, a, of to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and
delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.
Given under my hand and notarial seal, this day of,,
My commission expires
Notary Public

ACKNOWLEDGMENT - McDONALD'S (Attestation required)

STATE OF ILLINOIS)
) SS COUNTY OF DUPAGE)
I,, a Notary Public in and for the county and state aforesaid, CERTIFY that, as, of McDONALD'S USA, LLC, a Delaware limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized parties appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary
act of the company for the uses and purposes therein set forth.
Given under my hand and notarial seal, this day of,
My commission expires Notary Public
ACKNOWLEDGMENT - CORPORATE STATE OF
I,, a Notary Public in and for the county and state aforesaid, CERTIFY that, as, and , as, of, a(n) corporation, who are personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.
Given under my hand and notarial seal, this day of,,,
My commission expires Notary Public

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____) COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____, and _____, who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered this instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, ____,

Notary Public

My commission expires ______.

EXHIBIT A Legal Description of the Leased Space and Easements

EXHIBIT A-1

Depiction of Leased Space and Tenant's Adjacent Property

ATTACHMENT 1

EXHIBIT B AUTHORIZATION TO TAX ASSESSOR

TO: TAX ASSESSOR OFCOUNTY	
---------------------------	--

DATE:		

RE: TAX PARCEL NUMBER(S) ______ McDONALD'S RESTAURANT ADDRESS AND LOCATION CODE

McDonald's L/C: _____

The undersigned property owner, requests and authorizes you to do the following:

- 1. You may release or otherwise provide McDonald's USA, LLC ("McDonald's") with any and all information regarding the assessment or valuation of the real estate tax parcel described above.
- 2. If the McDonald's property is part of a larger tax parcel, McDonald's may prosecute an application to have the property described in <u>Exhibit A</u> attached, segregated and assessed as a separate tax parcel on your tax roll. (NOTICE TO TAX ASSESSOR IS ATTACHED)
- 3. McDonald's is authorized to file on my behalf an appeal or protest of any general or special assessment.
- 4. You should mail all further tax bills, notices of assessment and requests for information to McDonald's at the following address:

McDONALD'S USA, LLC (_____ - ____) P.O. Box 182571 Columbus, OH 43218-2571

5. This authorization will remain in full force and effect and you may rely upon it without liability to me until it is withdrawn or terminated by the undersigned in writing.

If any of the requests above cannot be granted without completion of additional forms or applications, please forward any such forms and applications, together with instructions, to: (name and address of Regional Coordinator)

TAXPAYER (LANDLORD) SIGNATURE(S)

PRINTED NAME(S) _____

ADDRESS: _____

NOTICE TO TAX ASSESSOR

TO: TAX ASSESSOR OF _____COUNTY DATE:_____

RE: CURRENT TAX PARCEL NUMBER(S)

McDONALD'S RESTAURANT ADDRESS AND LOCATION CODE

McDonald's L/C:

APPLICATION FOR SEPARATE PROPERTY TAX TREATMENT

This is a request to separately assess the property that is the subject of a Ground Lease between ______, as Landlord and McDonald's USA, LLC, a Delaware limited liability company, as Tenant, dated ______. Please accept this as the Application of McDonald's USA, LLC to secure a separate Tax Parcel Identification Number (PIN) which will apply exclusively to the land and improvements on the property described on Exhibit A. After the new PIN is assigned, please complete the box below.

(to be completed by County Tax Assessor)				
New Property Tax Identification Number:				
Effective Date of New Property Tax Identification Number				
The new PIN will first apply to the installment of property taxes assessed for year 20 Signed:				
(Authorized Signature) Date:				

Please return this completed form to:

Coordinator, _____ Region McDonald's USA, LLC, Attention: L/C: _____ (address)_____

(phone)	
(fax)	

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ATTACHMENT 2

CONSENT AGENDA DECEMBER 15, 2016



Lease with McDonald's – ISU's Lot's Legal Description and Campus Proximity

Legal Description (green shaded area): LOTS 7-10 BLOCK 305 POCATELLO TOWNSITE

Campus Proximity: The orange area is the southern tip of ISU's Main Pocatello Campus

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UNIVERSITY OF IDAHO

SUBJECT

Request approval for Human Resources (HR) Third Party Administration Services contract.

REFERENCE

June 2011

Idaho State Board of Education (Board) approved Benefit Enrollment Management Services contract between the University of Idaho and Morneau Shepell Limited.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.

BACKGROUND/DISCUSSION

Request for Proposals No. 16-78M was issued by the University of Idaho (UI) for services relating to employee benefit enrollment, retiree and Consolidated Omnibus Budget Reconciliation Act (COBRA) administration for UI's employee/retiree benefits plan. Three vendors responded. Based on proposals received, Morneau Shepell Limited (MSL) was deemed by UI to be the successful vendor, pending Board approval under Board Policy V.I.3..

IMPACT

The initial contract term is five years. The total number of enrollees is 3,456 which includes employees, retirees and COBRA participants. The cost per enrollee is \$11.50 per employee per month for a total of \$39,744 per month. The total per year is \$476,928. The total for the initial, five-year term is \$2,384,640.00. This amount will fluctuate somewhat based on the number of employee, retiree and COBRA participants from year to year.

ATTACHMENTS

Attachment 1 – Proposed Contract No. UI-794	Page 3
Attachment 2 – Morneau Shepell Limited's Proposal	Page 7
Attachment 3 – Request for Proposals No. 16-78M	Page 205

STAFF COMMENTS AND RECOMMENDATIONS

The vendor selected by UI from among three RFP respondents has provided support services for the UI since 2010. The support services include a robust account management and user-interface software system. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into a contract with Morneau Shepell Limited, for services relating to employee benefit enrollment, retiree and COBRA administration for the UI's employee/retiree benefits plan in substantial conformance to the contract materials submitted to the Board in Attachment 1.

Moved by	Seconded by	Carrieo	l Yes	No

ATTACHMENT 1

UNIVERSITY OF IDAHO AGREEMENT NUMBER UI-794

The University of Idaho (the "University") hereby awards to Morneau Shepell Limited Agreement number UI-794 to furnish Third Party Administration Services to the University of Idaho, as specified in University of Idaho Request for Proposal 16-78M, in accordance with the terms and conditions of the Request for Proposal.

This Agreement is supplemented by a) University of Idaho Request for Proposal 16-78M; b) Morneau Shepell Limited's proposal dated June 7, 2016; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI-794 ; 2) University of Idaho Request for Proposals 16-78M; 3) Morneau Shepell Limited's proposal dated June 7, 2016; and 4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	University of Idaho Contracts & Purchasing Services 875 Perimeter Drive MS2006 Moscow, Idaho 83844-2006 Attn.: Julia R. McIlroy, Director Phone: (208) 885-6123 Email: juliam@uidaho.edu
the Contractor:	Morneau Shepell Limited Seven Parkway Center Suite 500 875 Greentree Road Pittsburgh, Pennsylvania 15220-3508 Attn: Kevin Kanoon Phone: (412) 350-8227 Email: <u>kkanoon@morneaushepell.com</u>

Any notice shall be deemed to have been given on the earlier of : (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

CONSENT - BAHR - SECTION II

TAB 3 Page 3

ATTACHMENT 1

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 BID PRICE

The bid price shall include everything necessary for the performance of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as specifically otherwise provided in this Agreement. Prices quoted in the RFP shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. The bid price is included as Exhibit A to this agreement.

1.4 TERM OF AGREEMENT

The initial term of this Agreement shall be five (5) years, commencing upon the date of execution of this agreement by the University. If mutually agreeable, this agreement maybe extened two (2) times in incriments of five (5) years. All extensions or renewals must be communicated in writing and executed by both parties.

1.5 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.6 INVOICES

All invoices must contain the name of the University department, purchase order number, itemization of materials and services, and correct Agreement pricing. A packing slip referencing current pricing must accompany each order.

Invoices for payment must be submitted by the Contractor to:

University of Idaho Accounts Payable 875 Perimeter Drive MS4244 Moscow, ID 83844-4244

CONSENT - BAHR – SECTION II

ATTACHMENT 1

1.7 ENTIRE AGREEMENT

This Agreement, including all exhibits and attachments which are hereby included and incorporated, constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by both the University and the Contractor.

The effective date of this contract is December 20, 2016

For the Regents of the UNIVERSITY OF IDAHO

MORNEAU SHEPELL LIMITED

SIGN		SIGN	
PRINT	Julia R. McIlroy	PRINT	
TITLE	Director, Contracts & Purchasing	TITLE	
DATE		DATE	

ATTACHMENT 1

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ATTACHMENT 2



Proposal



University of Idaho

Employee Benefits Enrollment Management

RFP #: 16-78M June 7, 2016; 5:00 PM

Kevin Kanoon Partner, US Administration Solutions and Client Relationship Lead for the University of Idaho Tel.: 412.350.8227

Business. Needs. People.

CONSENT - BAHR - SECTION II

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Notice of confidentiality

This document contains confidential information or details of proprietary processes or systems developed by our firm. Therefore, we respectfully request that the contents be held in strict confidence and not shared with any third parties without our written permission. The contents of this document are protected by copyright.

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Executive Summary

Morneau Shepell is pleased to present this proposal to the University of Idaho ("the University") regarding Health & Welfare Benefit Plan Administration.

Morneau Shepell is proud to be the current administration provider for the University's employee plans. We wish to continue this partnership with an enhanced solution that supports activities performed by a team committed to quality and efficient service delivery.

Since our founding in 1966, we have believed that we are not simply administering benefits, but enabling employees to stay productive by developing technologies that simplify the way they manage their health, finances, and wellness. We put our customers' needs first to ensure we do the right thing and drive towards their expected results. This means providing the University employees with a clear perspective of their benefits plans and showing them how to best utilize those benefits to directly impact healthy behavior.

In addition, the University has a unique opportunity with Morneau Shepell to make a significant leap forward with technology by partnering with a firm that sees beyond simple benefits administration. We are offering to upgrade our solution for the University so you may take advantage of our enhanced employee self-service web tools. With this addition, your Human Resources vision will be driven through flexible and innovative technology, creating an incomparable user experience. We are investing significantly in our people, processes, and technologies to make certain that our client delivery is of the highest standards.

We know the University

Since 2010, Morneau Shepell has provided administration services for the University Health & Welfare plans. The team involved in day-to-day benefits administration activities knows your plans, your service expectations, and your culture; this same team will continue to serve the University in the future.

Your Morneau Shepell team has a sound understanding of the complexities involved in providing accurate, high-quality services that have focused on enhancing efficiency and continuous

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ATTACHMENT 2

improvement over the years. Going forward, our team will continue to be fully engaged in serving the University Health & Welfare plans, and your objectives will be our top priority. The University will continue to benefit from our extensive knowledge of your Health & Welfare plans, business processes, and the application of that knowledge through daily administration activities. But we will also seamlessly transition any new plans or service components, including record-keeping, data management, communications, reporting, and participant services ("call center").

Client Service

The University can expect a continuation of the account management and service delivery team that currently supports you in every aspect of Health & Welfare plan administration.

We will continue to adhere to clear Service Level Agreements related to customer service, overseen by an internal governance team that manages delivery in terms of quality controls, overall guidance, and direction. With a single view of employee benefit programs linked to business objectives, vision, University values and health priorities, our solutions ensure that HR programs and services are optimized to support your HR vision and your employee's physical, emotional and financial health.

The Flexibility of our System

Our proprietary pension and benefits administration software, *Ariel* Benefits, is a highly configurable and flexible system designed to efficiently implement and execute client-specific provisions and processes. Our system is rules-based, effective-dated, and event-driven, with an integrated work flow that will significantly reduce and automate routine administrative processing.

As a leading North American administrator of Health & Welfare plans, we are arguably the largest administrator of Flex Credit-based benefit plans. As models for benefits plan design and funding evolve, *Ariel* Benefits supports our U.S. clients who wish to deliver their own credit-based defined contribution plans.

About ARIEL

- Highly configurable, rules based platform
- Hard-coding or special releases not required for updates
- Supports all plans across North America from a single system
- Accurately enforces all plan and regulatory rules, including difficult tax calculations
- No workarounds to fit complexprocesses—eliminates difficult or costly changes to framework
- No client-specific versions of the application that break the upgrade path
- Includes an integrated workflow engine.
- Automates complex processes
- Ensures consistency
- Makes high-touch service costeffective
- Designed to support complex organizations with multiple eligibility groups, varying rules, and varying plan designs
- Interfaces with almost any payroll provider and can handle any practical file format

Our *Ariel* Benefits system is a full benefits management, eligibility, and enrollment solution. It provides functionality including premium and cost calculations, online enrollment, a manager

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portal for location managers, automated feeds to all of your carriers, reporting, participant letter generation and management, and payroll deduction calculation and reporting, among others.

Morneau Shepell offers a comprehensive and sustainable solution for the University based on strong technology, robust quality assurance measures, tight integration of components, and rigor in process—all supported by dedicated benefits professionals and IT specialists.

Web Portal and Mobile Applications for Digital Management of DB and Health & Welfare Programs

Making a giant leap forward with technology means that mobile strategies and resources are essential. Morneau Shepell is a recognized leader in the development of employee self-service tools to support pension and Health & Welfare benefits management. Client-branded websites allow member self-service for plan-specific information, benefits enrollment, pension estimates, and "what if" modeling (for both traditional and credit-based plans), initiation of transactions, statement viewing, and form printing. They give plan participants easy access to answers to their most common questions—an important component to overall benefits plan education.

Our web solutions are highly flexible and can easily be adapted to your needs and environment. Our system portal offers a "one-stop-shop" for employees through a single, intuitive on-line interface. All informational and transactional tools can be delivered through a single, modular website, and provide tight integration



for key businesses processes (such as plan enrollment, pension estimates, retirement modeling, online life event processing, health risk assessments, health indicator challenges, beneficiary changes, student status updates, termination of employment, single-sign-on to carriers for claims, etc.) to optimize employee engagement and overall management of Health & Welfare benefits.

Morneau Shepell has made significant investments in the technology and research and development fields. We have recognized the consumer adoption of the mobile device; therefore, we are developing support in this area across all of our products and services. We have deployed mobile applications for our Health & Welfare administration clients, also incorporating health risk assessments and enrollment (myPlans Connect®). In addition, responsive designs ensure that members can access online resources through their mobile browsers.



Through continued investment in our administration platform, and constant search for solutions that work for our clients' employees, we are able to offer a pioneering, integrated digital strategy, leveraged on decades of experience in delivering administration solutions.

As your partner, Morneau Shepell will continue to proactively look for savings that can be used to fund enhancements to your employees' experience, improve governance and oversight, reduce your operational risk, and enhance your employees' appreciation of the their benefits program. Our proposed online upgrades will further enhance your employees' understanding and appreciation of their Health & Welfare benefits.

Guaranteed Conversion Success

We carefully plan and manage all conversions to ensure an orderly and effective process. Our unique and proven workbook approach is executed by qualified project management professionals, quality assurance experts and data analysts.

Additionally, as your incumbent provider, we provide risk-free assurance; the University can continue to operate as we transition to our latest platform. Even if there are delays; there will be no operational impact to the University. We will take advantage of our experience with the University and our unique position of being the current administrator to run parallel testing while the conversion is being executed.

Summary

Thank you for allowing us the opportunity to submit this response to your Request for Proposal. We want to assure you of our commitment to meeting and exceeding your expectations if we are selected for this assignment. We very much look forward to the opportunity to continuing our

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current relationship with the University and supporting your employee Health & Welfare plans through a comprehensive service solution.

Respectfully submitted,

Kevin Kanoon Partner, US Administration Solutions and Client Relationship Lead for the University Tel: 412.350.8227 E-mail: kkanoon@morneaushepell.com

The undersigned, René Beaudoin, has full authority to enter into a binding Agreement on behalf of Morneau Shepell Limited so that an Agreement may be established as a result of acceptance of the proposal submitted:

René Beaudoin Executive Vice President, US Region and Chief Technology Officer

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A. Response Sheet

The proposal Response Certification (page 5) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.

Please refer to the following page for our completed Response Sheet.

Following our Response Sheet we provide our signed Acknowledgement of Receipt for Addendum No. 4.

THE UNIVERSITY REQUEST FOR PROPOSALS NO. 16-78M

PROPOSAL RESPONSE CERTIFICATION

<u>May 31, 2016</u> DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers <u>1</u> to <u>4</u> have been received and were examined as part of the RFP document.

René Beaudoin	
Name	
MIL N.	
(Kon Dr.	
Signature	
Executive Vice President, US Region and Chief Technology Officer	
Title	
Morneau Shepell Limited	
Company	
Seven Parkway Center - Suite 500, 875 Greentree Road Street Address	
Street Address	
Pittsburgh, PA 15220-3508	
City, State, Zip	
oxy, blace, bxp	
412.919.4800 / Office number in Toronto, Ontario, Canada: 416.385.2105	
Telephone Number	
416.697.2105	
Cell Phone Number	
rbeaudoin@morneaushepell.com	
E-mail Address	
a minute of	
Delaware	
State of Incorporation	
52-1883918	
Tax ID Number	
Business Classification Type (Please check mark if applicable):	
Minority Business Enterprise (MBE) Women Owned Business Enterprise (WBE)	
Small Business Enterprise (SBE)	
Veteran Business Enterprise (VBE)	
Disadvantaged Business Enterprise (DBE) Business Classification Type is used for tracking purposes, not as criteria for award.	
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ATTACHMENT 2



Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006 208-885-6123 208-885-6060 juliam@uidaho.edu

Date: May 26, 2016

To: All Interested Proposers

From: Julia R. McIlroy, Director

Subject: Request for Proposals No. 16-78M ~ HR Third Party Administration

This letter will serve as Addendum Number 4 to the above referenced Request for Proposals. The following change(s) will be made:

RFP due date: June 7, 2016 by 5:00pm

All terms and conditions of the RFP remain the same.

Failure to acknowledge this addendum may result in rejection of your proposal. Acknowledgement should accompany your offer.

If you need additional information, please call (208) 885-6123, or e-mail juliam@uidaho.edu.

Thank you for your interest in the University of Idaho.

Morneau Shepell Limited (Company)

(Signature)

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B. Background and History

Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.

Overview of Morneau Shepell

Morneau Shepell is a leading North American provider of human resources consulting and administration services. Since our founding in 1966, we have been providing administrative and technology services for the full range of retirement, savings, and Health & Welfare benefits programs.

Morneau Shepell offers an integrative approach to health, benefits, retirement, and employee assistance needs. In the United States, Morneau Shepell provides expertise in plan administration, retirement solutions, and billing management with a highly flexible technology platform that improves its clients' performance.

Our U.S. business is energized across the country by our team of solution consultants, client support professionals, and technology experts at locations that include our Atlanta headquarters and extending to field offices and operations in Pittsburgh, Salt Lake City, and St. Petersburg. Additionally, we are supported by the extensive resources of our parent organization in Toronto and its network of expertise across Canada.



Locations of our Administrations Offices

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With 50 years of experience, the Company has almost 4,000 employees and serves approximately 20,000 clients ranging from health plans, small businesses, large corporations, associations, unions, and local and state governments.

Corporate Statistics



Officers of our Firm

Morneau Shepell's Executive Committee includes all principal officers (Chairman, CEO/President, Chief Operating Officer, Chief Financial Officer, Chief Information Officer, and Executive Vice Presidents) responsible for key strategic issues of the firm. The Executive Committee is supported by two Management Committees that are involved in business development and other management decisions.

Please refer to the following illustration for the officers of our firm.

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Number of employees

Morneau Shepell currently has almost 4,000 employees in offices across North America. Of that number, we have over 1,570 qualified professionals dedicated to pension and benefits administration.

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In the U.S., we have just over 300 employees across 11 states, of which a large majority are located in Atlanta, Pittsburgh, St. Petersburg, Salt Lake City, Chicago and San Diego.

Operating Policies that would affect the Agreement

Morneau Shepell does not have any operating policies that would affect the Agreement.

Number of years in business



Morneau Shepell is proud to celebrate its 50th year of existence! Morneau Shepell has helped organizations with the management of their benefit programs since our founding in 1966. We invest in our technology and people to ensure the best tools and services are delivered to our clients. As a major provider of employee wellness and health management solutions, our approach to administration has evolved from the typical transactional model to one that considers life events holistically and seeks to address their impact on the plan member's health, productivity and financial security.

History

The following illustration provides some key milestones in the company's history:

Morneau Shepell Historical Timeline



C. References

The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where services similar in scope to the requirements of this RFP are currently provided. In addition, please provide references for three firms whose business you have lost in the last three years.

Current clients

We have selected three clients for whom we currently provide services similar in scope to the requirements of the University's RFP:

Reference 1	Public Education Benefits Trust (PEBT)
Address	160 Marsden Street Kimberley, British Columbia V1A 1G7 Canada
Contact	Ron Christensen, PEBT Vice-Chair Phone: 1+250.427.4265 E-mail: rchristensen@sd6.bc.ca
Services provided	The PEBT was established in 2002 and provides benefits, including a self- insured (with durational pooling) LTD plan, for unionized support staff employees in the K-12 sector of BC. The Trust originally provided benefits for 14,000 members from 44 school districts, but was expanded in the last round of bargaining to 22,000 members representing 59 school districts in the province. The PEBT LTD program is very unique in that it is made up of two components; "Core" LTD and "Other" LTD. The "Core" LTD is funded with monies received from the provincial government. This makes the role of the Plan Actuary crucial as the benefit level provided under the "Core" LTD is based on available funding and the Board may change, with the advice of the Plan Actuary, the benefit level depending on whether there is an actuarial surplus or deficit associated with the "Core" LTD program. Since inception, there has been one change to the benefit level, where the coverage was increased from 50% of monthly earnings to 60% of monthly

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Reference 1	Public Education Benefits Trust (PEBT)
	The "Other" LTD is made available to those school districts that previously had a disability arrangement in place that exceeded the "Core" LTD benefit offered through the PEBT. The "Other" LTD is paid by the school district and/or employee based on agreed cost-sharing arrangements, and is underwritten on a fully insured basis with insurer.
	The PEBT LTD program is also unique in that it includes a confidential joint early intervention service (JEIS) to assist plan members in their return to work. The JEIS is a mandatory part of the LTD program and is supported by support staff unions, participating employers, and the PEBT.
	Morneau Shepell is the benefit consultant and Plan Actuary to the PEBT assisting in the development and management of their LTD and JEIS programs as well as completing a full and comprehensive valuation of the life and LTD plans on an annual basis.

Reference 2	State of Nevada (PEBP)
Address	901 South Stewart Street, Suite 1001 Carson City, Nevada 89701
Contact	Chris DeSocio, Information Technology Officer Phone: 1+775.684.7001 E-mail: cdesocio@peb.state.nv.us
Services provided	 The Public Employee Benefit Plan (PEBP) team administers Health & Welfare benefits for all Nevada state and some non-state plan participants using our <i>Ariel</i> Benefits software. This includes active participants, retirees, direct billing, and COBRA administration—all handled by PEBP using our software on a licensed basis. We were selected in 2006 to provide benefit administration tools to support the approximately 40,000 active plan members and retirees. PEBP sought out a vendor who would remain innovative and continually strive to raise the bar on administration. During the implementation, we immediately demonstrated our commitment to efficiency—working with PEBP we identified where automation could enhance productivity and the quality of service and integrating these tools into the service offering. Our software, implemented over an eight-month period beginning in June 2006, has achieved significant efficiencies for PEBP's processing team. We continue to deliver innovation, meeting with PEBP regularly to review upcoming changes to the program, review processes, and determine how

ATTACHMENT 2

CONSENT AGENDA DECEMBER 15, 2016

Reference 3	Bristol-Myers Squibb
Address	777 Scudders Mill Road
	Princeton, New Jersey 08540
Contact	Sharon Birch, Global Benefits Operation Lead
	Phone : 1+609.897.3874
	E-mail: sharon.birch@bms.com
Services provided	Bristol-Myers Squibb has been a benefits outsourcing client with Morneau Shepell for 6 years. Morneau Shepell provides the following services to Bristol-Myers Squibb:
	Online benefits knowledge center and enrollment tool
	Online benefit decision support tool
	Full service benefits call center
	 Non-authenticated microsite housing benefit plan communications and information
	 Back office processing center for benefits processing including but not limited to:
	 QMCSO
	Life Insurance Claims verification
	Forms processing
	 COBRA notification, enrollment and billing
	Direct billing for retirees and unpaid leaves
	Carrier eligibility interfacing
	Systemic payroll module for benefits deductions
	Retiree pension deduction calculations for benefits premium payments

Former clients

Please contact Brad Fusco or Kevin Kanoon prior to contacting these references, so we can properly introduce you and confirm their availability.

Reference 1	Hawker Beechcraft Corporation	
Address	10511 E. Central Wichita, Kansas 67206	
Contact	Nita Long, Director, Compensation and Benefits Phone: 1+316.778.1482 E-mail: Not available	×
Reason for Termination	Hawker Beechcraft Corporation was acquired by another company who managed benefits in-house.	

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Reference 2	IATSE 514
Address	4530 rue Molson Montréal, Quebec
Contact	Michel Charron, General Manager Phone: 1+514.937.7668 E-mail: michelcharron@iatse514.com
Reason for Termination	IATSE 514's HR team grew in numbers; they, therefore, made the decision to administer their benefit plan in-house.

Reference 3	Franklin Templeton Investments Corp (FTIC)
Address	5000 Yonge Street, Suite 900 Toronto, ON, M2N 0A7
Contact	Elizabeth Rose Phone : 1+ 416.957.6084 E-mail : Elizabeth.Rose@franklintempleton.ca
Reason for Termination	FTIC combined insurance and administration under one provider.

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D. Experience and Support

Describe Proposer's experience in performing the requested services.

Experience

As a leader in benefits administration, Morneau Shepell provides cost-effective, high quality service and technology services to deliver made-to-fit solutions to our clients; clients such as the University. We administer over 1,000 pension, and Health & Welfare plans covering over 5 million plan members. In addition to serving the University, a sample list of other Health & Welfare clients we proudly serve are as follows:

- Christian Schools International ~15,000 employees
- Church Pension Group ~ 15,000 employees
- Bristol-Myers Squibb ~ 26,000 employees
- City of Chicago ~ 60,000 employees
- Department of the U.S. Army (Non-Appropriated Funds) ~ 45,000 employees
- Diocese of Cleveland ~ 5,000 employees
- Diocese of Rockville Center ~ 5,000 employees
- East Bay Utility District (EBMUD) ~ 1,800 employees
- Michigan Catholic Conference ~ 20,000 employees
- Montgomery County Public Schools ~ 25,000 employees
- National Rural Electrical Cooperation in America ~ 40,000 employees
- NTCA (The Rural Broadband Association) ~ 60,000 employees
- Portico (an organization that services the clergy and lay members of the Evangelical Lutheran Church in America) ~ 24,000 employees
- Reform Church of America ~ 5,000 employees
- State of Illinois ~ 300,000 employees
- State of Nevada ~ 45,000 employees

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Key features of our service offerings

We deliver benefits administrative processing and call center services from four North American service centers (Atlanta, Pittsburgh, Salt Lake City, and St. Petersburg). The University currently receives benefits administration services from our Pittsburgh office.

As a leading benefits administrator, some key features of our solution that the University currently uses include:

- Enrollment of new employees
- Management of open enrollment
- Process life event coverage changes
- Maintain beneficiaries and dependents
- Process terminations
- Administer death events
- Respond to benefits-related questions and requests
- Maintain and support our benefits administration system for changes in legislation, plan rules, etc.
- Provide initial qualifying notice of COBRA rights
- Provide COBRA election notices and manage related enrollment and billing process
- Support H.S.A. and F.S.A. administration—leveraging the client's elected provider or one of our strategic alliances for claims payment
- Handle direct billing of leave, retirement, and other populations not paid via regular payroll or pension check
- Manage appropriate back-up procedures, and maintain a disaster recovery plan
- Co-ordinate and maintain insurer and other vendor data feeds
- Manage 'burden-of-proof' requirements and support dependent eligibility audits
- Perform other record-keeping functions
- Produce premium statements and complete reconciliations for insurance carrier payments
- Produce employer reports

A single platform for all of the University's administration needs

Morneau Shepell's broad range of services and experience provides us with a comprehensive understanding of benefit programs and their impact on a plan member's health and wellbeing. Our focus on total health within the context of a digital strategy gives us a fresh approach to benefits administration, by delivering a harmonious experience for our client's employees and members.

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ATTACHMENT 2

These services profoundly impact how we manage our administration business. The redesign of our *Ariel* Benefits Portal and mobile tools reflect feedback and experience gained through focus groups with employees and employers. Our platform was designed with three key principles in mind:



Easy

The platform must be easy to use and continue all of the guidance and validation necessary to ensure that the process is quick and accurate.

Integrated

We believe that An effective administration platform is integrated into the overall HRIS and payroll framework.



Flexible

Our platform is among the most flexible in the industry, capable of handling complex rules, integration between benefits and with other providers.

We believe that the employee experience is of paramount importance. The employee *should* be able to enroll for all benefits from one portal. Where plan members need access to other sites, having single sign-on keeps things simple and unified. Strong decision-support tools help the employee make the best decisions.

We will continue to work with the University's interests in mind and deliver greater efficiencies for its members, while maintaining the high quality of service that constitutes our value:

- The most risk free proposition as the University can continue to operate as we transition to our enhanced platform. As a result, even if there are delays; there is no operational impact to the University. No other provider can provide this risk-free assurance.
- Morneau Shepell is a technology innovator with 50 years of benefits administration experience.
- We have consistent and experienced people who understand technology, benefits, process, and customer service.
- We follow a methodical approach to implementations and conversions, and ongoing support.

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Ariel Benefits

Ariel Benefits is a fully integrated platform where all aspects of administration – eligibility, enrollment, billing, and data management – reside in the same application. Our clients benefit from the consistent and reliable performance of a single solution. Workflow supports our back office processes allowing for consistent member service and compliance with regulations.

Our Health and Welfare (Benefits) Solution provides full back-office functionality including premium and cost calculations, online enrollment, a manager portal for member entities, automated feeds to all of your carriers, reporting, participant letter generation and management, payroll deduction calculation and reporting, among others.

Morneau Shepell's solution is a highly configurable system designed to efficiently implement and execute client-specific provisions and processes without the need for costly customization. Our solution is an effective-dated, event-driven system which allows for easy management of retroactive and prospective employment and plan changes.

Rich array of member self-service tools

- The Ariel Benefits employee self-service portal is built upon a content management framework, providing tremendous flexibility and ease of maintenance.
- The *Ariel* Benefits Portal is designed with the participant in mind, with issue-based navigation, decision support, helpful articles, and available single sign-on to other providers.
- Ariel Benefits can act as a central gateway to all of your employee programs, whether administered by Morneau Shepell, internally, or by another party. Ariel Benefits is designed to simplify an employee's understanding of the available programs, thus increasing utilization and perceived value.
- Ariel Benefits integrates with Wellness programs and incentives.

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Array of administrator tools

- HR Administrator and Manager self-service access provides user-friendly access to tools and reports.
- Role-based security controls what each individual can do and which members they can see.
- Tools provide full transactional capabilities, historical inquiries, reporting, and more.
- Ad-hoc reporting capabilities are available through powerful web-based reporting.

Powerful and integrated administrative platform

Our Ariel Benefits platform:

- Is fully Web-Based for ease of access;
- Ensures that the University remains compliant with government regulations and legislation;
- Provides automated calculations of retroactive premiums through pervasive effective-dating;
- Eases the integration of HR, payroll and other external systems;
- Ensures real-time interoperability and reliability—self-service, back-office and billing systems are all components of the same system,
- Manages prospective and retroactive events concurrently and ensures payroll and carriers are notified accordingly;
- Highly transactional, resulting in full audit trails of changes and detailed coverage histories to support member inquiries;
- Integrated Billing and Receivables solution that directly links accounts receivable with participants' benefit choices;
- Has automated data exchange capabilities with external vendors or providers; and
- Provides mass or individual e-mail, web or paper communications with participants.

Integrative Health Management solutions

Complementing our leadership in Health & Welfare and Pension administration, Morneau Shepell is among the world's largest Health Management organizations. With a staff of thousands of counselors, consultants, health professionals and technology experts, our leadership in this arena profoundly impacts our approach to Health & Welfare and Pension Administration. This is particularly visible through our member portals and Digital Health Engagement tools, delivering individualized content to plan members. Our service centers are equally impacted, where service representatives take special care to ensure that issues are truly and fully resolved, probing for the "question behind the question", listening and empathizing with the plan member.

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Our online enrollment tools are intended to educate, assist, and engage the plan member on desktop and mobile. Our latest decision support tools offer clients two choices for decision support: cost-based (calculating the most costeffective plan) or consult-and-compare (ask a series of questions to recommend some best choices).



We recognize that not all clients fall into one decision

support model; one pharmaceutical client implemented the cost-based estimator in 2015 to support their new consumer-directed plan, while another large municipality provided their retirees without interactive plan comparison tools. Most clients elect to implement a degree of dependent verification. Our rules are fully configurable to allow some events to require documents and others not. Members are guided through the submission process and automated follow-ups for missing documents helps ensure events are completed. The same technology supports one-time or periodic audits.



Our innovation in employee self-service continues. Our new myLife platform, launched in 2011, offers our clients new levels of flexibility in content management, ease-of-use, and individualization. As myLife and our content libraries have grown, our latest myLife design makes the best use of new responsive designs, uses functional widgets to allow in-place management of data, and organizes content in a way that exposes popular articles and relevant content without overwhelming the user.

These capabilities support our Digital Health Engagement features that include individualized content based on demographics, Health Risk Assessment results, and even claims. Our health engagement tools bring health challenges, personal goals, coaching, and social features to plan members.

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Our continued commitment to service excellence to the University

We have committed to providing service of unequalled excellence to the University and will continue to do so.

Our designated service team to the University will continue to be responsible for overseeing ongoing administration on a day-to-day basis. The University service team consists of your client service representatives and IT support staff.

We provide an illustration of your Morneau Shepell team on the following page.

ATTACHMENT 2

Your Morneau Shepell Team



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Your client service representatives, as outlined in the following graphic, will also continue to serve as your designated point of contacts with responsibility for managing the ongoing administrative functions necessary to meet the contractual expectations. They are also charged with meeting the level of customer satisfaction that the University deserves.

University of Idaho Governance Model



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E. Costs

Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.

Our proposed fees which include all requested on-line, data processing, and member service support are as follows:

- Implementation Fee (one-time): \$100,000, payable in four (4) installments of \$25,000
- Per Employee Per Month (continuing fee): \$8.50 / Direct Bill Monthly Fee: \$3.00

Key Assumptions

Following are key assumptions underlying the above pricing:

- There will be less than 2,000 participant calls per annum.
- There are five (5) vendor interfaces, sent weekly.
- A weekly inbound HRIS interface is received in our standard format.
- A bi-weekly payroll interface will be sent in Banner's standard format.
- No data clean-up will be required.
- Direct Billing for Retirees, COBRA, and Leaves with Benefits without Pay are in scope.

Client Support and Ongoing Changes

We believe that to the greatest extent possible, fees should be all inclusive. We understand that a variety of day-to-day issues may arise that could be out of scope. To provide our clients with the greatest possible flexibility, our fees include an additional 120 hours in the Client Support Bank ("Support Bank"). This size of Support Bank has proven sufficient for organizations of similar size and complexity as the University. Each item charged to the Support Bank is based on an approved flat-rate cost estimate. Additional Support Bank hours can be purchased at a rate of \$200 per hour.

This Support Bank can be used for a range of services that would traditionally be out of scope:

- Additions or changes to HR or payroll data feeds
- Implementation costs for transitioning to new carriers
- Development of additional carrier feeds
- Plan design changes aside from routine annual premium rate or cost-sharing changes
- Addition of a new plan with a different plan design
- Ad-hoc queries or special reports developed by our staff
- Changes to the website navigation or content
- Development of participant enrollment materials, SPDs, or other communications.

F. Proposer Exceptions

Describe any exceptions to the terms and conditions contained within this document.

We have reviewed the RFP and agree in principle with the Terms and Conditions. Morneau Shepell is the incumbent provider for employee benefits enrollment services to the University of Idaho on which proposals are currently being sought. As such, Morneau Shepell suggests that if it is awarded the work, it should use the July 1, 2011 agreement between Morneau Shepell and the University of Idaho as the basis for negotiations of the resulting agreement.

Please see our current agreement with the University, which demonstrates our standard terms as they relate to the following items:

Section	Our Comments
6-1 Agreement Terms and Conditions	The only part of this provision we have comments on is the following: "The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, <u>all</u> terms and conditions set forth in this RFP."
	We are providing exceptions to some of the provisions listed in the RFP which we hope can be renegotiated between the parties, and as such, the final agreement will <u>not</u> include <u>all</u> terms and conditions set forth in the RFP.
	Morneau Shepell is the incumbent provider for employee benefits enrollment services to the University of Idaho. Please see our current agreement with the University, which demonstrates our standard terms as they relate to these items.
6-2 Assignment	Morneau Shepell is the incumbent provider for employee benefits enrollment services to the University of Idaho. Please see our current agreement with the University, which demonstrates our standard terms as they relate to this item.
6-3 Termination for Convenience	We would require the University to provide reasonable notice for termination for convenience. We would suggest 180 days prior written notice to ensure that both parties have ample time to provide transition services to a third party provider. We would also request that on termination for convenience that we are paid all fees and charges incurred by us, on a time and materials basis, in respect of implementation and transition services. We recommend the following, as stated in our current agreement:
	 6-1 Agreement Terms and Conditions 6-2 Assignment 6-3 Termination

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No.	Section	Our Comments
		The University may terminate this Agreement, in whole or in part, at any time with 180 day written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. Further, in the event the University terminates this Agreement pursuant to this section, it shall pay all fees and charges incurred by the Contractor, on a time and materials basis, in respect of implementation and transition services. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.
4.	6-4 Termination for Default	Morneau Shepell is the incumbent provider for employee benefits enrollment services to the University of Idaho. Please see our current agreement with the University, which demonstrates our standard terms as they relate to this item.
		We recommend the following, as stated in our current agreement:
		a) For the purposes of this Agreement, "Default" or "Material Breach" means that either party is unable or unwilling to perform a function that is material, vital, or fundamental to performing its part of this Agreement, but excluding force majeure circumstances as outlined in this Agreement. If any party is in Material Breach of this Agreement, the other party shall without prejudice to any other rights and remedies it has, give the party in Material Breach a written notice of Default setting forth the manner in which the non-defaulting party believes has occurred and which constitute or evidence a Default, the provisions that have not been performed or complied with, and the actions which, in the opinion of the non-defaulting party, would be required to comply with such provisions and cure the Default.
		b) Unless mutually agreed to by the parties, upon written notification of a Material Breach, the Defaulting party will have thirty (30) calendar days to cure or correct such Default. Notwithstanding the foregoing any failure or Default involving data integrity or security, caused solely by the Contractor, shall require immediate corrective action and steps must be taken by the Contractor to cure or correct such failure or Default within twenty-four (24) hours of first becoming aware of the situation. If Contractor first becomes aware of such failure or Default involving data integrity or security upon receiving a notice of Default, Contractor must, with in twenty-four (24) hours of receiving a notice of Default, take immediate corrective action to cure or correct the failure or Default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.
		If the Defaulting party fails to cure the Material Breach within the remedy period set out in section 6-4 hereof, this Agreement may be terminated immediately by the non-defaulting party by giving written notice.

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No.	Section	Our Comments
5.	6-34 to 6-41 Additional Terms and Conditions Specific to Information Security and Data Management	Morneau Shepell is the incumbent provider for employee benefits enrollment services to the University of Idaho. Please refer to 'System Software / Upgrades' in the next section for our comments in reference to sections 6-34 through to 6-41.
6.	7-2 Indemnification	 Morneau Shepell is the incumbent provider for employee benefits enrollment services to the University of Idaho. Please see our current agreement with the University, which demonstrates our standard terms as they relate to this item. We recommend the following, as stated in our current agreement: a) The Contractor's liability, if any, to any person, arising out of or in any way related to this Agreement or the performance of its duties and obligations hereunder, shall for all purposes in total be limited to direct damages in an amount not to exceed the equivalent of twelve (12) months fees payable by the University hereunder. No action, regardless of form, arising out of or relating to this Agreement may be brought by the University more than one (1) year after the cause of action has accrued. In no event shall the Contractor have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages. The Contractor shall indemnify, defend and hold harmless the University and its governing board, employees, agents, and assigns, from and against any and all claims, losses, damages, injuries, liabilities incurred i n or from any such claim, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of the Contractor, atm; General Counsel, Suite 700, 895 Don Mills Road, One Morneau Shepell Centre, Toronto, ON M3C 1W3 of any such claim of which it has knowledge and shall cooperate fully with the Contractor or its representatives in the defense of the same. This provision shall survive the termination of this Agreement. b) Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University shall indemnify and h

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No.	Section	Our Comments
-0	7.3 Insurance – 7.3.1 General Requirements And 7.3.2 Required Insurance Coverage	or the failure to act of the University, of any of its agents, contractors, employees, invitees or guests. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, erroneous conduct, willful misconduct or fault on the part of the Contractor, its agents or assign s, or when the claim or suit is made against the Contractor by the University or any of its agencies. The Contractor shall promptly notify the University of Idaho, Attn: Risk Management Officer, PO Box 443162, Moscow, Idaho 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same. The University's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of liability, and this indemnification, are \$500,000 Combined Single Lim its, which amount is the University's limit of liability under the Idaho Tort Claims Act. This provision shall survive the termination of this Agreement. Please see our current agreement with the University, which demonstrates our standard terms as they relate to these items.
8.	General Terms and Conditions on pages 22-23.	The following provisions do not apply: 3-13. This "purchase order" is not entirely applicable to the services that Morneau will be providing; these appear to apply agreements for products rather than services. We suggest that most of these terms will need to be modified or removed (as in our current agreement) to reflect the applicable services. Please see our current agreement with the University, which demonstrates our standard terms as they relate to these items.
9.	Exhibit A – Commercial Auto Insurance	Please delete; it is not applicable. Please see our current agreement with the University, which demonstrates our standard terms as they relate to this item.

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Section 3 – Technical Specifications and Bid Form

3.2 Technical Specifications

Please fully describe how your system meets the following requirements:

Policy on

- System capabilities to process multiple effective dates
 - We currently do this for the University.

Effective dates are tracked at the attribute level for all participant data elements (demographics, job information, benefit elections, costs, dependents, beneficiaries, etc.) involved in Health & Welfare recordkeeping services. All configuration parameters are assigned an associated effective date on entry. As such, all changes – whether made via inbound feed, on-line or phone-based enrollment selection, or changes to plan parameters – are processed in accordance with provided effective dates and respect the associated rules as at the effective date of change. The system can therefore handle multiple enrollment changes during the open enrollment period (e.g. life event during open enrollment, where the salary in the prior plan year may be different from the salary for the upcoming plan year) retroactive changes that span plan years, and other complex situations with ease.

Handling life event changes; expedite enrollment when necessary, i.e. birth

We currently do this for the University.

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The system supports three key types of events, as follows:



Time-based events – periodic events such as open enrollment or partial midyear re-enrollment (e.g. due to a significant plan change) are queued-up in batch by Morneau Shepell staff. This initiates notifications to the plan participants via email or traditional mail (as desired), who can access the associated event in their 'to-do' list on the site.



Trigger events – includes new hires, changes in job or part/full-time status that may allow the employee to change his/her elections, retirement, etc. In these cases, the system detects the associated change when reported via the regular HRIS feed and queues-up the associated event automatically, notifying the participant of their ability to process their elections on-line via e-mail (or paper if no e-mail is on file).



Life events – these are typically self-reported on the site. The list of events, associated reporting timelines, and Section 125 restrictions are configured based on the client's plan rules to ensure that every enrollment is screened automatically prior to publishing to the system. Where additional 'burden of proof' documents are required, the associated event is 'held' until the documents are received and processed in our service center.

Where an expedited enrollment is required, we have established procedures to accept the enrollment over the phone (all calls are recorded for quality assurance and compliance purposes) and to report the enrollment to the carrier prior to the next scheduled provider feed. Additionally, in for extreme cases such as denial of service, we have the ability to perform urgent updates with each carrier

- Ability to Managing retroactive changes, including calculating premium and contribution amounts and then include on regular payroll file
 - We currently provide this for the University.

Our *Ariel* Benefits module handles retroactive adjustments to premiums, deductions, employer costs, and imputed income, and includes these on carrier invoices, payroll files, and direct bills as appropriate. All plan settings and member benefit data are time sensitive. As such, the system fully supports retroactive changes to plans, rates, and participant selections. For example: Rate Schedule

A can be changed to Rate Schedule B for a prior billing period and any subsequent calculation for that period will produce an adjustment. Similarly, a participant plan selection can be changed retroactively and adjustment calculations will be produced. Complex scenarios containing a mixture of plan and participant enrollment changes are also fully supported. For example, if Member 1 has a coverage option change prior to the effective date of the change from rates A to B, the adjustment for the period prior to the rate change date will be based on Schedule A and the adjustment for the portion after the rate change date will be based on Schedule B.

Communication process

 Will the University have access to all employee communications between Vendor and employees? Example: if employee calls Vendor, will we have access to notes?

Yes; we currently provide this for the University.

Authorized University staff can continue to access our web-based Ariel Benefits 360 customer service module to view the following information:



Call history - including questions asked, answers given, etc. for a given participant, and in summary (via reporting) for the population in general to help identify trends, etc.

Web site access - each time the participant accesses the site and for some key transactions, this information is logged in Ariel Benefits 360.



Communications -outbound e-mails/documents sent to the participant, along with those received from the participant.

We record 100% of inbound and outbound participant calls, and make these available to the University on request.

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In addition to the history of interactions, authorized university staff can emulate the experience of a given plan participant – if desired – to view more detailed interactions such as enrollment elections, history of demographic/job changes, etc.

 Please provide samples of your employee communication materials, including new hire benefits information and instructions, COBRA election notices, and all other standard letters.

Please refer to **Appendix A** for samples of employee communications materials that we currently provide for the University.

Is vendor able to E-mail users directly, follow-up, etc.

Yes; we currently do this for the University.

We typically use e-mail to deliver high-volume or high-frequency communications to the University's participants, where personal information is not included in the body of the message. Examples include:

- New hire notification Typically, the new hire process is communicated via e-mail and contains key information required to access the participant website.
- Open enrollment notification This is typically sent via e-mail, and reminders are sent to
 participants who have not enrolled during the enrollment window (as agreed to by the
 University's management team).
- Reminders Where a participant has not completed his or her event on time (new hire, open enrollment, work event) or has not returned required forms on time (health evidence, required documentation, pension elections), *Ariel* Benefits sends reminders on a pre-defined schedule (as agreed to by the University) prior to the default / stale-dating process.
- Push communications We are able to send targeted messages to participants in batch to communicate changes in plan design, significant events (e.g., early retirement windows), campaigns to build employee awareness, and other notices pertaining to service delivery. This channel would be considered as part of the overall communication strategy design.

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We support secure e-mail via TLS, and can leverage e-mail to work addresses for more personal information for clients who also support this protocol. Where not supported by the client, we can send a notification e-mail to the participant with a link to the full e-mail text containing personal information. Where e-mail is not practical (e.g. for inactive participants or for populations without e-mail access at work), we simply default to paper communications.

Participants are able to ask questions on-line or via e-mail sent to the University's branded e-mail address accessible by the call center team. CSRs access this shared e-mail account and respond to participant questions and do not include any personal information in the associated response (any request for personal information is sent via traditional mail).

Interfaces to ERP (Banner)

Processes for passing employee demographics data to vendor system and accepting benefits data from vendor for payroll processing on biweekly schedule.

Any existing vendor interfaces with Banner clients

✓ As the incumbent, we will continue to send the bi-weekly payroll interface in Banner's standard format.

Additionally, we will also continue to use a weekly inbound HRIS interface, received in our standard format.

Data requirements for vendor

As the University is a current client of Morneau Shepell, we already have the data elements required.

As the incumbent provider, should the University convert to our new enhanced platform, we will be able to minimize the University's involvement—we have access to all the data, and we have a user team that understands your processes and plans. We will leverage them as much as possible to reduce your burden.

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Employee/retiree demographic data	We would use the same format as the ongoing HR interface
Benefit data	This would include a record for each benefit the participant is currently enrolled in
Dependent data	This would include one record for each covered dependent
Beneficiary data	This would include one record for each beneficiary that a participant has designated. This is optional and assumes the data is currently available in electronic format. If this data is not available, we can conduct a beneficiary election campaign after the go live to solicit this information
COBRA data	This includes some additional COBRA specific data such as qualifying event code, qualifying event date, paid-thru dates, etc.

When implementing a new client, we would typically load the following types of data:

We can provide a copy of our standard data conversion specification for review upon request.

- Ability to meet data requirements and payroll processing deadlines consistently and accurately
- \checkmark We currently work with the University to meet its payroll and other reporting schedules.

The process for processing inbound feeds and enrollment changes and for producing and transmitting payroll data is fully automated, and leverages an industrial strength scheduler (Control-M from BMC software), our specialized Electronic Data Interface team, and our 24x7 production support team to deliver on our service level commitments for over 20,000 interfaces annually. That coupled with our fully automated pre-payroll reconciliation process where we run predefined test scripts against the payroll data to verify accuracy, puts us in an advantageous position to meet any reporting timeline.

Interface formats

 \checkmark We currently provide support for the University's interface formats.

Our flexible interface management framework supports variable interface formats for a broad range of clients as follows:

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Inbound data feeds	We support a host of formats for HRIS/demographic feeds, post-payroll feeds (payroll results – e.g. deductions taken), and inbound carrier feeds (evidence approvals, etc.), and leverage our web-enabled <i>Ariel</i> Benefits Interface Module for this purpose. This module accepts variable file formats (XML, .csv, .txt, etc.) on a client-configured basis and manages the loading, validation, and on-line correction and distribution of inbound data to our core administration systems. This tool optimizes data accuracy and resolution timeframes through automated scheduling and notification capabilities and ensures timely and correct data is maintained in the system.
Payroll feeds	Our approach is to configure the payroll feed to match the payroll system's required format and content. The payroll feed typically reports all cost information and any elections required for payroll purposes, and separates ongoing amounts from retroactive/one-time adjustments for simplicity.
Carrier feeds	We leverage GenTran to generate 834 files and accept/manage response files where supported by carriers, and to map custom formats in other cases.

Secure file transport functionality

We currently provide secure file-transport functionality for the University.

Data transfer is typically done by electronic file transfer using a secure FTP server. Data transmitted via FTP is typically encrypted with PGP or other encryption software. Morneau Shepell also supports SFTP and VPN.

The Interface Module also includes a secure file upload capability via https. Outbound interfaces are initiated by Control-M, our scheduling software supplied by BMC Software.

Interfaces to Banner self service

Allow for single sign on, i.e. employee signs on to Banner Self Service and authentication is passed logging the employee into the vendor's system.

Employees of the University currently use single sign-on to authenticate into the employee portal.

We support single sign-on; both from a client's portal (such as Banner Self-Service or Luminus Portal), and from our site to carrier sites where this is supported by the carrier. For any new clients

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we implement, we can support both standards-based solutions leveraging SAML 1.1 or SAML 2.0, custom/packaged solutions (e.g., Netegrity), and also custom/home-grown solutions as required for many of our clients.

Should the University wish to convert to our new enhanced platform, users will benefit from a rich and rewarding experience for their benefit programs. All University of Idaho members and employers will be able to see and manage their benefit plans in a consistent and integrated manner. For your members, this means access to an intuitive system with detailed plan and HR-related information including to other service providers like your insurance carriers. All these features will be available on a single website for your employees – with a single login and password.

Where our authentication service is used, *Ariel* Benefits requires the following to grant access to the site:



Employee ID: Typically, a known identifier (employee number or payroll ID) is leveraged to minimize confusion. Where no unique identifier exists, a participant registration process allows the employee to assign his/her own identifier on-line.

Password: In most cases, a password rule (e.g. portion of birth date and SSN) constructs the initial password and minimizes costs associated with personalized password-statement distribution. Alternatively, a random password can be generated in accordance with configurable password-strength requirements, and communicated to participants at inception. After initial login, the employee is required to change their password, in accordance with established rules, and to complete responses to three security questions (selected from a long list of standard questions). These security questions are used for the online password recovery process. When answered correctly, the password is reset to the default (if formula-based) or distributed (if random).

Typically, plan participants are locked-out after three failed log-in attempts. However, lock-out procedures can be customized and configured to the University's requirements.

Quality control, data integrity

Change management methodology and process

We currently provide a change-management process.

Due to the robust and flexible nature of our system, very few clients require core system or application changes. If any enhancements are required to meet the unique needs of the University, they are included in the next general release of *Ariel* Benefits. As a result of this single-version approach, *Ariel* Benefits is automatically updated for all clients.

Whether small, medium, or large, the procedure to implement a change is the same, thus avoiding multi-process confusion and best use of system functionalities. Our change management process is not intended to stifle change, but rather to ensure that changes are fully evaluated for their risk, cost, and time impact.

From a project-management perspective, any change which is outside the scope of the benefits administration will be discussed with the project steering committee. Once there is mutual agreement regarding the required change, the Morneau Shepell project manager will draft a Change Order and submit to the University project manager for review and approval. We describe our change management process, below:

Change Management Process

Change management is built into our project methodology. The process is documented in the first chapter of our requirements workbooks, the Project Charter. Our change management process is not intended to stifle change, but rather ensure that changes are fully evaluated for their risk, and impact on costs and timeline. Our change management process for all changes, for example, change of a plan vendor, includes:

- Formal documentation of the requested change
- An evaluation of the resources required
- An impact analysis on requirements, configuration and testing
- A cost evaluation (if applicable)
- A risk impact assessment on various project milestones
- Available mitigation plans for identified risks
- Available workarounds
- A final assessment and approvals.

© 2016 Morneau Shepell – Confidential CONSENT - BAHR - SECTION II ³⁹ TAB 3 Page 50 Once approval is received from the University to move ahead, the following steps are taken:



Quality control

Sign-off by the Quality Control group and Client User Acceptance Testing is required before any upgrade goes into production. Our Quality Control personnel include a number of administrators and IT specialists whose role is to ensure that test plans are comprehensive, to thoroughly review the results of all testing, and to report and oversee resolution of any discrepancies or problems noted.

With every change process, we follow a quality plan, which includes the following:

- Documentation of unit testing results
- Documentation of system testing results
- Documentation of user acceptance testing
- Documentation of quality assurance guidelines
- Formal review of all project elements by an external consultant
- Declaration of a Steering Committee and governance mechanism, whereby senior company members with the appropriate experience will perform rigorous audits of project progress and deliverables, on a frequent basis.
- What other processes are in place?
 - Morneau Shepell is committed to providing the highest levels of quality in serving the University. Our administration systems, processes and procedures are subject to a rigorous suite of quality control, six-sigma best practices and meaningful service standards. In addition, we apply internal audit mechanisms, peer review policies and industry-standard performance markers to our administrative services.

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Quality Assurance at Morneau Shepell

Each year, Morneau Shepell employs external auditors to provide impartial assessments of our pension and benefits plan administration practices in the form of a SOC 1 type II report (previously SAS70 type II) report. The audits are conducted in accordance with the standards established by the American Institute of Certified Public Accountants for audits of controls at a service organization.

These audits provide us with an unbiased view of any exposures at the point in time the scan is performed, and in turn, allow us to provide the highest level of assurance to clients about our quality and control procedures. More importantly, it allows us to adjust any procedures that can help us improve security in the long term. The test is performed as a "black box" test with the third party knowing only our IP address ranges. Any issues discovered are tracked until they are resolved.

Additionally, clients are able to audit our operations pursuant to the terms and conditions of our client contracts.

Our Quality Framework, verified via annual SOC 1 type II audits, is described as follows:

Administrative Solutions Quality Framework

Our Administrative Solutions Quality Framework ("Quality Framework") includes a variety of practices supporting our ongoing commitment to quality expressed via adherence to six key principles:

- Leadership through involvement Our management team, up to and including the executive committee, are benefit practitioners who are focused on the internal and external workings of the administration business.
- Client focus We view the length and depth of our client relationships as a critical factor to our success, and consider day-to-day participant interactions as a component of the overall client relationship.
- Performance controls To succeed, we establish performance metrics, then manage ourselves on a daily basis to meet or better our service standards and test these regularly to confirm results.

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- Continuous learning We provide opportunities for long-term development of our staff through internal and external training programs.
- Continuous improvement and breakthrough thinking We stress the importance of innovation and evolution in our practices and in supporting technology.
- **People focus** As a service organization, the quality and availability of talented staff is critical, as reflected in our recruiting and retention strategies.

Adherence to our overall Quality Framework is validated in a variety of ways:



Daily

Via automated tracking, reporting, and escalation methods relating to client Service Level Agreements ("SLAs") and Key Performance Indicators ("KPIs").

Monthly or quarterly

Accumulated and reported to the University through regular Service Reports.

Annually

Tested through SOC 1 type II audits performed by KPMG.

We believe that quality is a key contributor to the success of Morneau Shepell, in the areas of achieving superior client service, improving risk management, and employee satisfaction. Quality at Morneau Shepell is built on a Quality Framework that is described in more detail, as follows:

Quality	Description
Leadership	Leadership starts at the top – from the Executive level of our organization. Senior management, Alan Torrie (President & CEO) is responsible for creating a culture of quality, which "sets the tone," by implementing appropriate policies and procedures, and choosing to recognize and reward quality in our employees. Input and participation at all levels of the firm is encouraged to ensure the policies are appropriate.
	In order to foster a culture of quality we recognize and reward employees for high quality work and compliance with policies. This is achieved through processes such as performance management, bonus and promotion systems and, if necessary, disciplinary actions.

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Quality	Description
	Clearly it is necessary to ensure effective and open communication of quality objectives and means to achieve the objectives in order to make Quality at Morneau Shepell work.
Professional and Ethical Principles	All employees are expected to conduct themselves in a professional and ethical manner in all of their dealings with colleagues, clients, and business associates.
	Professional and ethical principles include:
	Integrity: Acting in a forthright, fair and honorable manner.
	Objectivity: Acting in the best interest of clients, avoiding conflicts of interest.
	• Professional competence and due care: Applying the level of skill and professional knowledge expected by industry standards.
	Confidentiality: Respecting the confidential relationship that arises out of business activities and actively ensuring that confidential information is protected from access by others and not used for improper purposes.
	Professional Behavior: No dishonest, deceitful, fraudulent behavior and compliance with all acts.
	Compliance with relevant professional association codes of conduct by member employees is also required.
Client Acceptance and Client Planning	Intuitively, before we make a proposal to do work or accept an engagement we make an assessment of the appropriateness of the client, as well as the work.
	Similarly, we periodically assess our clients' relationships to ensure client satisfaction, identify new opportunities to do more work for the client (cross selling) and assess the economics of the relationship. We have developed an approach and some tools to assist and standardize these two processes firm-wide.
*	We have developed a Contracting with Clients policy and standard form agreements. It is the firm's goal to ensure that it has contracts with each of its clients. This is becoming industry standard and clients are asking for written agreements more frequently. Contracts will ensure that we have a clear understanding of our relationship with the client, minimize misunderstandings, and better manage our liability and other exposure. For the administrative solutions business, there are service agreements in place with most clients. However, on the consulting side, we have few agreements in place. We will require engagement letters with all new consulting clients. With regard to existing clients, we will obtain them whenever possible and over the next few years will look to have them in place with all clients.
÷	For those involved in managing client relationships, a more detailed presentation about these points will follow.
Human Resources	People are our main resource and are key to providing superior quality service to clients. We must make sure that we have sufficient personnel with appropriate skills to perform the work we take on.

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Quality	Description
*	We encourage continuing skills development of our staff through various means, including through the Integrated Learning program, mentoring, peer review, etc. Our employees must comply with our policies, professional standards and laws. Over the next few months we will be implementing a new program where we remind employees of key policies and ask them to confirm their commitment to compliance with firm policies.
Engagement Performance	 Once we have been awarded the work from a client, we need to ensure that we are doing it right and in a high-quality manner. We achieve this through a number of means: Performance standards – This includes developing firm standard documents, templates, tools, and manuals, as well as following industry specific guidance. The Administrative and Consulting Management Committees are responsible for developing practice specific performance standards. The role of the National Specialist is also important here. Communication – It is your responsibility to ensure that you understand the objectives of the work and keep others informed of progress and issues that you encounter. Coordination and communication among the team is key. The leader of the engagement team needs to ensure that the appropriate forums for effective communication are established. Supervision – All work must be appropriately supervised. Consultation – Consultation is encouraged at all times. It uses the collective experience and technical expertise of the firm to reduce the risk of errors or poor quality service. National Specialists play a key role in the consultation process and should be considered a valuable resource. External consultation may also be appropriate from time to time in such areas as legal, financial, accounting or regulatory when specialized knowledge is not available internally.
Engagement Quality Control	All work must go through some type of review. Generally, in the case of the final work product for consulting clients formal peer review is required. The firm's peer review policy has been revised and another meeting will be held for those directly affected by the policy. In the administrative practice there are many internal controls that satisfy this review requirement. If neither of these situations applies, have a colleague or supervisor review your work to ensure it has undergone a quality assurance process.
Monitoring	Designing and implementing our quality practices is step 1. Step 2 is ensuring that it works in practice and is being appropriately applied. We conduct practice reviews of work of partners and senior client service staff to ensure consistent application of our quality practices, policies and standards. As well, we have been undergoing internal and external audits of various internal controls to ensure that they are properly designed and applied. These audits will continue from time to time and provide our SOC 1 Type II audit certifications. We will also monitor compliance through the performance evaluations process and the annual policy compliance confirmation to be obtained from all personnel. In addition to ensuring compliance, these processes will provide valuable feedback as to the appropriateness and effectiveness of our existing policies and procedures. Armed with this

Description

Quality

information, we can take appropriate action to continually improve quality at Morneau Shepell.

Strategy for identifying and resolving errors

Contingency plans

Morneau Shepell utilizes a series of standard controls to minimize the occurrence of errors in service delivery for the University.

Implementation/Conversion Service Risks

There are obviously numerous challenges that are presented when implementing a new service provider or transferring a client to another platform, such as data problems, lack of planning, and resource challenges, but Morneau Shepell's mature and refined methodology, supported by an engaging communications campaign, will ensure that no challenge is insurmountable, and that the transition is completed on time and with success.

Through our experience in working with existing and new clients, we believe the most critical success factors would be:

- Start the planning process early.
- Review and study the data early to ensure that data does not become a delay to any part of the project.
- Allocate sufficient people resources to all stages of the projects to facilitate a timely transition.

The following table highlights some of the typical risks of errors, or delays pertaining to the implementation process, along with mitigation strategies that Morneau Shepell has found to be effective in successfully transitioning similar clients.

Implementation Risk	Mitigation Strategy
Conversion data integrity	Standard conversion formats and dedicated data specialists with expert knowledge.
Incomplete source system mapping and incomplete conversion files	Specialized and robust tools for data loading and validations.

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Implementation Risk	Mitigation Strategy
Incomplete data conversion files	Automatic data validation process for all inbound data files. Errors are categorized based on severity. On-line tools available to client for error review and data correction before consumption by downstream systems.
Incomplete plan documentation and inconsistencies in the application of plan rules	Leverage implementation workbooks used to completely describe solution requirements.
Unknown or vaguely defined administration policies and processes.	Implemented a process definition discipline to uncover the complete set of required administration processes.
Insufficient time / capabilities for testing	Standardized process and toll-gate procedures to identify and fill gaps in capabilities and resourcing.

Ongoing Service Delivery

The following table highlights some of the typical risks of errors along with mitigation strategies that Morneau Shepell has found to be effective in providing successful ongoing service delivery:

Service Delivery Risk	Mitigation Strategy		
Inbound data feed issues	Automated interface scheduling, data validations, and notifications avoid data issues and facilitate corrections before these are published to the recordkeeping database.		
Outbound data feed issues	Automated interface scheduling and screening routines minimize data errors. Where available/supported by the receiver, confirmation files guarantee delivery.		
Call center quality	All calls are recorded, with sample calls (minimum of five per CSR) reviewed and scored monthly by call center coach. Optional participant satisfaction survey, and ability for client to review sample calls for quality.		
Call center availability	Primary and backup call center, with remote access available via IP Agent for business continuity purposes.		
Data entry	Automated system edits and integrated peer-review process minimizes potential for errors.		
System availability	Primary and backup data center, with on-site diesel generators, load- balancing switches, and redundant server capacity to support peak periods and ensure continuity.		

Notifications

Morneau Shepell currently has a notification process in place with the University.

In the event of an error, the notification process to the University is dependent on the level of criticality of the associated issue as described below:

Issue Levels	Definitions	Examples		
Level 1	An event causing a disruption in service, has a major impact to a member(s) and/or the University, and could have significant cost implications. Relationship Lead to the University	 Significant item escalated via Level 2 Inability to provide an agreed upon service 		
Level 2	An issue identified that may impact service levels, service quality and/or cost implications. Client Manager to the University	 Critical payment/provider issues Delay in Configuration requests Escalations from Level 3 		
Level 3	An issue with a particular service, or an isolated item that may have impacted quality, or service levels, but did not meet the client expectations. These are normal services issues that are easily resolved. Client Manager to the University	 Call Center issues Change requests Ongoing research and resolution 		

As relates to data integrity, we have built numerous real-time edits into both the data input screens and the interface process. All data received, whether from your system or from plan members, would go through a validation process prior to being transferred to the administration database.

There is an integrated, automated batch process for dealing with the apparent errors that are detected by the verification protocol. Such errors are placed into one of these three categories:



Warning only

The change is accepted, but appears in a warning report as being questionable.

Supervisor advise

The change is held in pending mode, to be accepted or rejected only by someone with the proper authority.

Reject

Certain apparent errors are rejected entirely until some sort of correction is made.

To ensure that the administration database's integrity is maintained and service to plan members is not compromised, errors are dealt with promptly. The timing of these error corrections would be one of our service standards.

The following screen shot is from the University's Interface Module; it allows the teams to troubleshoot data issues, and to confirm the proper upload of data.

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 Test files – Explain testing model, testing platform and how current is the data in testing environment?

We have a team of Quality Assurance specialists whose role is to ensure that test plans are comprehensive, to thoroughly review the results of all testing, and to report and oversee resolution of any discrepancies or problems noted. They execute test cases, log defects, and summarize test results. Sign-off by the Quality Assurance group is required before any system upgrade goes into the production environment.

At a high level, testing occurs:

- Whenever a system change or enhancement occurs, regardless of the reason for the change
- During an implementation or conversion, on all client-specific processes this includes inbound and outbound data feeds, system-generated calculations, self-service functionality, telephone and other infrastructure systems, data flow and other procedures
- Whenever legislative requirements or other data elements are updated whether at the system or the client level
- Whenever parameters are set up or changed at the client level

Our testing protocol is critical to our quality assurance, especially for our implementation or conversion project methodology. The first step of our approach is to create a testing check list to cover all system features, and the data within each feature. To elaborate, the Quality Assurance ("QA") team will perform the following validations:

- Review the conversion data (one-to-one fields)
- Confirm that back office standard screens are functioning as expected
- Verify that eligibility rules are operating as expected
- Validate that event processing via Employee Self Service ("ESS"), Manager Self Service ("MSS"), and Back-office to Portal *Quicklinks* work as the requirements outline:
 - Event Availability
 - Event Processing
 - Employment Events
 - Life Events
 - Miscellaneous Events
 - Concurrent event logic
 - Edits and Validations
 - User Interface ("UI") Appearance and Function
 - ESS Portal Static Content

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- ESS Portal Variable Content
 - ESS Variable by Demographics
- Security
 - User roles
 - User groups
- Browser Support

In addition, the logic behind direct billing, payroll, carrier feeds and EOI processing are all included in a detailed test plan.

The testing strategy used by Morneau Shepell is set to allow a hand-off from QA to the internal business quality testing and then to the client business testing. This system assists us in maintaining movement within the project by performing a staggered testing approach and even in some cases promotes parallel testing to occur. Parallel testing can permit each team (internal/external) to be focused on the testing efforts and can keep channels of communication open during the allotted timeframe for each testing task.

Implementation/Conversion Testing

As noted above, during an implementation or conversion over to a new platform, testing is performed on all client-specific processes. Whatever the category, work is done in the test environment. All unit-testing and any other testings are performed here. Then, the code or parameter set-up is transferred to the pre-production environment. Further testing occurs, including the user acceptance testing. Once that is complete, changes are moved into the production environment.

User Acceptance Testing

User acceptance testing ("UAT") is typically performed at the client site, and involves a two-day onsite session facilitated by Morneau Shepell staff followed by a week long period of client-driven testing with daily conference calls to report results and prioritize any defects/changes discovered.

During the UAT phase, we perform end-to-end testing intended to prove all aspects of the interfaces, eligibility, cost calculations, and web site usability. This includes sending us transactions in an HR feed (e.g., new hire, termination, status change, etc.), loading the HRIS file, enrolling members, generating a payroll interface, and loading the interface to a payroll test environment.

This end-to-end test cycle gives users hands-on experience with the system, serves as a dress rehearsal for go-live, and provides confidence that the process works from end-to-end.

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Once the UAT is complete, all processes and calculations that formed part of the formal test grid will be entered into the Quality Control software for future reference. It is these calculations that will be used as our benchmark in testing future system releases.

The administration team has the ability to request a refresh of the pre-production environment whenever necessary. This involves doing a complete copy from production to pre-production. This is typically timed to coincide with major events such as open enrollment testing, plan design or rate changes, or any other significant system update.

Implementation process

Please provide detailed description as well as timeline for both initial implementation and annual enrollment updates.

As the University is a current client of Morneau Shepell, we would not need to implement a new system. We have, however, provided our approach for conversion over to the upgraded platform, as well as for the University's next Open Enrollment scheduled for October 15, as follows:

Our Approach to Transfer the University's Data

Our data migration process is applied consistently from client to client, ensuring consistent success and application of a proven process.

The process is based upon providing key transition data files:

- 1. Member demographics (based on the ongoing HRIS format)
- 2. Current coverage
- 3. Dependents and dependent coverage
- 4. Beneficiaries
- 5. Historical coverage (actives and retirees)
- 6. Financial information (optional, if balances are kept for direct billing)

Providing the member demographics transition data in the same format as the ongoing HRIS not only saves development time but also provides an additional test cycle. Testing of the transition files is exhaustive. Several cycles of draft files will be reviewed and reconciled; the results will be exchanged between the University's development teams and our configuration group during the development cycle. Once completed, an initial load will confirm the validity of these files. New files

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will be provided prior to starting user acceptance testing. Any issues encountered here are resolved.

Conversion Methodology

The transfer of data from the current version to the new version of our *Ariel* Benefits hosted solution is a key element of our conversion methodology. As we have performed upgrades between those two applications for other clients already, we have standard conversion routines that can be re-used which will help reduce the effort and the risk on the University. As well, our knowledge of the University's data ensures we can perform the whole conversion process with minimal involvement from you.

In the "Business Requirements & Workshops" phase, we will formally document all of the requirements related to the data transfer process. This information will reside in Chapter 7 of our workbook, which is a chapter entirely dedicated to data:

- Part 1.0 Conversion Strategy: identify source system(s) tables/files, address data accuracy, consistency and formats, ensure accurate and complete data availability to allow for proper administration of the University's benefit plans, specify data cut-off dates (data freeze), detail steps of data conversion iteration (test and production), and detail activities, if any, to be performed after the production data load.
- Part 1.1 Data Request from the University's current system(s): detail of specifications
 proposed to the client to clarify the chosen approach related to the format of the data
 transferred.
- Part 1.2 Conversion Specifications: details data mapping, data validations and reconciliations.

This phase of the process will thus address transferring details for data mapping, data extract, and data normalization from the existing system to the future system:.

Actual data load trial and data load testing will occur at the "System Configuration & Development" phase. Test conversions of the historical data will be performed and reports will be provided to the University to ensure data integrity. This will allow the University to fix any data issue that could arise, ensuring those to be addressed for final production data load.

The "Quality Assurance" phase will ensure that the data load is complete and accurate. This phase will include formal User Acceptance Testing during which the University's final sign-off will be required.

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Data Transfer will be a key element throughout the entire conversion project and will align with the plan configuration of the benefits administration system. Our methodology will allow for testing of plan provision configuration based on actual member data, making testing as realistic as possible.

Please refer to the section, "Implementation" for a proposed timeline. Our project team will meet with the University stakeholders to develop a formal plan for configuring and launching our system within your requested timeline.

Annual Enrollment Updates for the University

Given the importance of annual enrollment to the University, we manage it each year as a project and follow a pre-defined process to ensure consistent results. The following is a high level overview of some of the key aspects:

- The University and Morneau Shepell client manager provides overall guidance
- Detailed project planning (typically a 4-5 month project)
- Plan change analysis and system configuration updates
- Communications (working with the University to develop a strategy)
- Changes to web site content
- Quality assurance (internal testing and user acceptance testing by the University)
- Enrollment and post enrollment processing activities
- Project closure meeting, including 'lessons learned' report to use in planning for the next year's enrollment

Please refer to the section, "Implementation" for a proposed timeline. As noted above, our project team will meet with the University stakeholders to develop a formal plan for configuring and launching our system within your requested timeline.

Does your system allow for midyear changes to employer rates/premiums?

✓ Yes, our system allows for mid-year changes to employer rates/premiums.

Retroactive changes with multiple rates across plan years?

Yes, the system handles retroactive changes with multiple rates across plan years.

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Vendor's internal systems

- Timely delivery of payroll data
 - 1. Processes and procedures in place to ensure regularly defined delivery time

Yes, as mentioned previously, we currently work with the University and fully understand your payroll and other reporting schedules.

The process for processing inbound feeds and enrollment changes and for producing and transmitting payroll data is fully automated, and leverages an industrial strength scheduler (Control-M from BMC software), our specialized Electronic Data Interface team, and our 24x7 production support team to deliver on our service level commitments for over 20,000 interfaces annually. That, coupled with our fully automated pre-payroll reconciliation process (where we run predefined test scripts against the payroll data to verify accuracy), puts us in an advantageous position to meet any reporting timeline.

Billing and reporting for benefit vendors, third party administrators

We currently provide this service for the University.

Our system includes an integrated premium reporting and accounting module. Some features of this module include:

- Incorporation of all benefits on a single premium statement
- Option to produce the statement in summary (by member, including required groupings as needed) or in detail (by employee) mode
- On-line tools for initiating billing functions, and accessing historical results
- On-line entry of check payments and manual adjustments (or integration with a separate accounting system, if required)
- Accounting modules designed for strong internal controls and segregation of duties
- Support for detailed payment allocation or balance-forward on participant accounts
- Integrated accounting functions used to allocate payments to premium amounts, and to calculate carry-forwards by member
- Detailed on-line account inquiries

- Employee-level billing if direct bills are required in some cases (e.g. for leaves of absence or retirees)
- Inbound files for check payments (e.g. for pre-authorized checking, lock-box, or other methods of recording payments) and provide outbound extracts of results (e.g. for loading into a separate accounting system)
- Production of provider remittance reports
- Retiree billing

We currently provide this service for the University.

Our *Ariel* Benefits Billing Administration and Accounting module provides complete capabilities for premium billing administration, payroll or pension deduction processing, and leave-payment management. The system supports employer premium statements and member direct billing. The payment services are integrated with financial institutions lock-box programs, pre-approved checking, and credit card processing. Additionally, the system can manage arrears payment collection and deferred payment plans.

- Enrollment changes
- Our system currently handles year-round qualified changes for the University's members.

The system can detect eligibility-driven status changes (e.g. job change impacting eligibility or costsharing) based on the receipt of demographic data in the daily census file, automatically setup the event for employees to complete, and send an associated notification via e-mail. Life events (marriage, divorce, etc.) are typically self-reported by the employees. In all cases, the system handles enrollment on-line – processed by the employee or an administrator – and enforces clientconfigured business rules to ensure elections are consistent with the restrictions of the associated event/plan, and to ensure any required documentation is received and approved by the administrator.

The system supports on-line capture via an intuitive user interface of all information pertaining to benefits administration, including:

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- Demographic/job data while typically reported via file interface, authorized client users can change this information on-line if desired
- Contact preferences participants are able to modify this information (preference for e-mail vs. traditional mail) on-line, if desired
- Dependents
- Benefit elections core benefits, voluntary benefits, F.S.A. / H.S.A. contribution levels, etc.
- On-line short-form evidence of insurability verification (if approved by the carrier)
- Primary care physicians (if applicable)
- Beneficiary designations (primary and contingent)

Historical information

Provide Historical Data upon termination for contract

We would be able to provide Historical Data upon termination of the contract.

- House historical data from prior administrators
 - 1. Requirements and process for data transition
- As Morneau Shepell is the incumbent, we have completed the data transition to house historical data from the University's previous administrator.

When requested for new client implementations, we can load historical participant and benefit election data into our system at transition. However, our typical approach is to only load 18 months of history for medical coverage to enable the production of accurate HIPAA certificates of creditable coverage.

The process for loading historical data for new clients is the same as for current data, except that we would require multiple records for each participant and benefit type (e.g. a record for each time a change occurred).

Reporting available

What is your standard reporting package? Can the University run ad-hoc reports using an online reporting system?

Yes, our solution includes a sophisticated ad-hoc reporting engine. We would provide University members with access to a powerful web-based business intelligence tool from Logi; Logi is one the Gartner Group's most highly regarded business-intelligence tools.

This web-based tool delivers on the three key requirements of ad-hoc reporting: they must be simple, powerful and personal. Users can develop personalized dashboards that allow "drill-down" into the underlying data. Ad-hoc reports are based on a library of pre-built objects, eliminating the need to learn the database structure. Reports can be reorganized, columns added /removed, summarized, grouped, sorted, and then saved to your personal library.

We will enhance the configuration of these tools that provide real-time access to important data. Enhanced dashboards, new reporting objects, and real-time analytics to help manage productivity in the call/service center are underway.

Our solution also provides a suite of standard reports. They can be made available online, though many are run for you by the administration team and delivered electronically. During the conversion process for the University, we will review our existing report library along with the available run-time parameters (division, job, status, timeframes, etc.) with the team to ensure that these are sufficient for your needs. Where additional reports or modifications to existing reports are required, these are configured during the transition process for ongoing use.

Title	Source	Destination	Description	Frequency	Format
		Pre	emium Remittance	Destination of the	C C S S P S
Premium Statement	<i>Ariel</i> Benefits	The University	Includes insured (non-ASO) benefits only	Monthly	Ariel Benefits Standard
0.00	1		Administration		Sandy Martin
Interface Manager	<i>Ariel</i> Benefits	The University	Summarizes changes received in HRIS feed, along with data "errors" for inspection/correction by the University.	Daily	Online Ariel Benefits Standard

Sample reports from our current library are listed below:

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Title	Source	Destination	Description	Frequency	Format
To-Do List	<i>Ariel</i> Benefits	The University	Paper report listing the To- Do records to be processed – client can mark records for deletion or modification prior to sign-off.	Per HRIS	<i>Ariel</i> Benefits Standard
and the strength	- Alexandre	Emplo	oyee Communications	Carl Condestor	
On-line Confirmation Statement	<i>Ariel</i> Benefits	Employees	Confirmation Statement – provides coverage, costs, and dependent information to employees.	Accessible any time of day. Data updated nightly.	<i>Ariel</i> Benefits Standard
Confirmation of Coverage	<i>Ariel</i> Benefits	Employees	Paper version of the confirmation of coverage provided when electronic notification is not possible. Used for confirmation of authorization (i.e.: EOI approval).	Triggered automatically when coverage approved.	<i>Ariel</i> Benefits Standard
Benefit Confirmation Statement	<i>Ariel</i> Benefits	Employees	Paper version of the on-line Benefit Confirmation Statement provided to employees who have elected to receive paper- based communication.	Triggered automatically based on enrollment. Also available upon request.	<i>Ariel</i> Benefits Standard
Certificate of Creditable Coverage	<i>Ariel</i> Benefits	Employees	HIPAA mandated Certificate of Creditable Coverage.	Triggered automatically based on certain events as required by regulations.	<i>Ariel</i> Benefits Standard
Overage Dependent Memo	<i>Ariel</i> Benefits	Employees	Overage dependent certification & annual re- certification memo.	On event & annual re- confirmation	<i>Ariel</i> Benefits Standard
Enrollment Notices	<i>Ariel</i> Benefits	Employees	Paper equivalent of e-mail notification. Triggered automatically to notify employees that they are required to re-enroll based on a triggering event (i.e.: Change of address, dependent reaching overage status, etc.).	Triggered automatically based on key events.	Custom

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Title	Source	Destination	Description	Frequency	Format
		Other	Management Reports		
Enrollment Progress	Ariel Benefits	The University	Enrollment progress by division, day, hour, etc.	On request	Ariel Benefits Standard
Participant Counts by Plan & State	<i>Ariel</i> Benefits	The University	Counts by plan to pay admin fees to TPAs. Also used to monitor enrollment patterns and project counts for providers to negotiate network access fees with other plans.	Monthly	Custom
Plan Migration Report	<i>Ariel</i> Benefits	The University	Identifies who changed plans during annual enrollment, which plan they were in and which plan they moved to.	Annual	Custom
ASO Premium Journal Report	<i>Ariel</i> Benefits	The University	Summarizes medical/dental participants by network and fee types to pay TPA administrative fees.	Monthly	Custom
Life Premium Journal Report	<i>Ariel</i> Benefits	The University	Summarizes life participants by premium brackets.	Monthly	<i>Ariel</i> Benefits Standard
Compare Error Report	<i>Ariel</i> Benefits	The University	Outlines data requiring the University resolution when the University sends synch up files to Morneau Shepell. Report will also summarize discrepancies by data type.	Monthly	<i>Ariel</i> Benefits Standard
Open Enrollment Statistics	<i>Ariel</i> Benefits	The University	Provides statistics on activity during the open enrollment period.	Weekly during open enrollment	<i>Ariel</i> Benefits Standard
Plan Enrollment Statistics	<i>Ariel</i> Benefits	The University	Shows statistics of number of participants that enrolled in each option (for all benefit types), broken out by age range, gender, earnings, part- or full-time, marital status, double miners, waivers and if there are children covered.	Annually after re- Enrollment + monthly thereafter	<i>Ariel</i> Benefits Standard
Systems Availability Statistics	Infrastruc- ture	The University	Report on systems performance and availability over a given period.	To be defined	Custom

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Title	Source	Destination	Description	Frequency	Format
Quarterly Management Report	anagement		Management report detailing major issues, performance based on service level agreements, current month activity (e.g., calls, transactions, etc.), and any variance from agreed upon servicing fees/estimated expenses.	Quarterly	Custom
COBRA Administration Detail Report	COBRA module	The University	Provides billed and paid details; includes a breakdown by plan, various sorts available	To be defined	Standard
COBRA Disbursement Report	COBRA module	The University	Provides carrier, coverage dates, paid dates, billed amounts, paid amounts, and source of payment.	To be defined	Standard
COBRA Payment Posting Log	COBRA module	The University	Provides paid date, check amount & number, SSN, name, etc.	Weekly	Standard

Where required, our data management team supports any atypical reporting requirements not supported by our standard library. Typically, the frequency and extent of these support requirements are delivered within the hour bank allocated to each client (the University currently has 120 hours per year allocated to its hour bank).

Life insurance

Administer EOI for Life Insurance.

Although we currently do not administer evidence of insurability ("EOI") for Life Insurance for the University, Morneau Shepell has the capabilities to do so if requested.

The web enrollment tool evaluates EOI requirements based on event type, reporting timeframe, and participant selections and indicates where any EOI requirement applies. When the employee selects a benefit depending on their salary level, they are prompted to fill out a form by clicking on a hyperlink that is available to them. This link takes the employee to the form located on the standard's sight. Once the employee completes the form, the carrier then sends Morneau Shepell a

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weekly file that either approves or denies the election amounts. The form does not need to be printed as it is submitted via the website. Should an employee not print and mail the form to Morneau Shepell, we directly send it to the standard for review.

- The form is provided at the end of the enrollment transaction the participant prints this, completes (or has his/her spouse complete), and forwards it to the carrier for adjudication.
- Some carriers support their own on-line EOI questionnaire process, and allow us to link to their site via single sign-on and to pass the associated participant information to facilitate their process.
- Some carriers prefer to receive a regular interface from *Ariel* Benefits and push their own EOI forms/web links to the participant.

We currently handle the associated adjudication results by sending reminders and canceling the outstanding EOI based on a time schedule as defined by the University.

Some carriers notify us of their decision via regular interface, while others forward us a copy of the approval/decline notification.

COBRA

• Direct Billing to participants. Administration in-house including payment processing? If not, please list the name and location of the vendor you partner with.

We currently provide direct billing to the University's participants.

Our standard COBRA service includes the following:

Initial notification of COBRA rights	We provide this service which is based on the receipt of new hires and their corresponding initial enrollments.
Qualified Event ("QE") reporting	Our system detects qualifying events based on system triggers (e.g., termination, divorce, loss of dependent status, etc.), and starts the COBRA process.
Qualified Event ("QE") notification	Once a QE is identified, Morneau Shepell produces a QE notification and mails it to the qualified beneficiary with an election form.
Election	Qualified beneficiaries ("QB") who elect COBRA must submit the election form (or complete their election online) and forward the initial payment within the appropriate timeframes. We process the elections and report eligibility to the carriers as necessary.

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Billing process	Our standard process involves mailing billing coupons to the QB for the remainder of the plan year, or using ACH or other pre-authorized payment methods. If the employer prefers, we have the option to produce monthly billing statements. We typically collect payments directly from QB's so that we can properly enforce deadlines, etc. Payments are sent directly to a lockbox facility owned by a major bank and the funds are sent to the client with a financial report on a monthly basis.
Open enrollment	We provide complete open enrollment services for the COBRA population. This would include mailing any required communication materials as well as the enrollment change forms.

Online Access for participants to review election and payment information

Currently the University's COBRA participants do not have access to the system and therefore, receive paper forms.

However, our upgraded solution we are proposing for the University *does* have the capability to provide online access for the University's participants so they can view their current coverage and any payment information.

Online Services

Morneau Shepell began supporting plan participants through web-based self-service in the 1990's. Through our decades of experience, we are experts in helping organizations transition from paper-intensive processes to online administration. Online transaction processing provides participants with a richer experience and enables the employers to more actively engage members through targeted content, decision support, and other messaging.

Morneau Shepell makes significant investments in the

technology- and research & development-related fields. To this extent, we recognize the consumer adoption of the mobile device, and therefore, this is a delivery mechanism we support across all of our products and services. We have deployed mobile applications for our Health & Welfare administration clients, also incorporating health risk assessments and enrollment. In addition, responsive designs ensure that members can access online resources through their mobile browsers.

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Through continued investment in our administration platform, and constant search for solutions that work for our clients' employees, we are able to offer a pioneering, integrated digital strategy, leveraged on decades of experience in delivering administration solutions.

A variety of pension and benefits services can be made available to plan participants through our client-branded website. Morneau Shepell is a recognized leader in the development of employee self-service tools. Our websites allow for complete self-service including the following functionality:

- Enrollment into flex or traditional benefit and pension plans
- Dependent(s) management
- Beneficiary maintenance
- Address and banking updates
- Reviewing plan descriptions or other relevant content
- Retirement projections
- Access to a summary benefit statement and annual pension statement
- View access to plan information
- Names and phone numbers of key contacts
- Glossary of pension and benefits terms
- Secure log-in protocols to guarantee security and confidentiality
- Links to your other employee plans (such as defined contribution plans)
- Integration with health management and EAP content and tools (such as a health risk assessment)
- Is COBRA Administration in-house? If not, please list the name and location of the COBRA vendor you partner with.

COBRA administration for the University is conducted in-house by Morneau Shepell.

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Customer service

• Where is your call center located and what are the standard hours of operation staffed by a live CSR?

The University's call center is located in Pittsburgh and is currently open from 8:00 a.m. to 5:00 p.m., Pacific Time, Monday to Friday, excluding all U.S. statutory holidays as the service center is closed.

Clients typically choose a ten-hour window between 8:00 a.m. to 8:00 p.m. Eastern Time, Monday to Friday, for service to plan members, although extended hours beyond this time window are available for those clients who request it (additional fees would apply). Our call centers are closed for all U.S. statutory holidays.

• What is the turnover rate among CSR in this unit?

The current turnover rate for CSRs is approximately 11%. This turnover rate includes transitions to other roles within Morneau Shepell.

What is the training process for the CSR staff?

The University's current Customer Service Representatives in Pittsburgh have received training specific to the University's structure and culture and have in-depth knowledge of your benefits program, services, policies, and processes.

Talent Management and Development at Morneau Shepell

Talent management and development is a core process at Morneau Shepell – one that draws on our belief that talented people, well led, will produce great results. Our Talent Management Team offers a wide range of firm-wide programs and services which support our new employees' training, growth, and success efforts.

- New employee onboarding
 - Upon joining the firm, our Human Resources Onboarding Team facilitates New Hire Orientation training, and all of the materials a new employee needs to be successful in their first 90 days at Morneau Shepell. The firm-wide new-hire orientation program has been

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designed to make new employees familiar with the overall goals of Morneau Shepell, and to support them as they transition into their new role.

- Learning Academy
 - Aligned to our core purpose to help organizations help their people, because engaged people are the driving force for society – Morneau Shepell has created a single portfolio of development resources, driving learning that results in nimble, skilled, resilient and customeroriented employees.
- Knowledge Centers
 - Our knowledge centers are a great information resource for our employees, and provide a wide range of topics related to our internal operations – HR, finance and information technology.

Call Center personnel

To support our Call Center Representatives (CSRs') training, growth, and success efforts on an ongoing basis, call center team leads provide their call center representatives with regular coaching, updates, and performance reviews. The continuing educational approach allows for our CSRs to develop and expand their skill set to improve customer satisfaction.



Our CSRs' Training, Growth and Success Efforts

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Dedicated facilitators also provide CSRs with onboarding training specifically geared to their client's situation. While it is important to have general training, we also spend a significant amount of time covering the intricacies of the clients the CSR will be assigned to.

Onboarding new hires

Upon joining the firm, in addition to receiving the firm-wide general new hire orientation, all call center personnel receive the following training:

Call Handling	Call Center	Customer	Benefits Software
Process	Principles	Care	Training
This involves identifying call types such as Tier I and Tier II calls, the use of the pension and benefits administration system and case management systems, and the standards set for logging calls and comments.	Experience has shown us that each CSR needs a fundamental understanding of call center principles to be effective. Topics covered include the Automated Call Distribution ("ACD") and phone equipment, queuing, and work flow principles.	Includes skills such as effective listening, questioning, dealing with difficult people, problem solving, and decision-making. Role- playing is used extensively in this segment.	We have a number of courses related to the set-up of our pension and benefits administration software, and appropriate procedures for initiating transactions and performing other functions. These are offered on a regular basis.

There is also training that is specific to each client mandate. Prior to the go-live date, training sessions will be provided to the client service team staff.

Lastly, we offer specific training on each client's industry and culture:

Client	Client-Specific
Orientation	Products/Services/Processes
An introduction to the client organization's structure and culture.	Includes in-depth training on all client products, services, policies, and processes.

This approach provides an environment in which call center personnel and administrators can receive productive on-the-job training, and in which our clients can receive a high level of service, that includes increased levels of service and touch points. We view this aspect of training as a key development tool for junior staff.

Client-specific training plays a very important role. Some clients wish to be involved in this process, with review and sign-off authority on training materials or presenting to the team in person to impress upon them the culture of the organization. We welcome a cooperative approach to client-specific training as we believe that our team should reflect your culture and values.

Ongoing training

On an ongoing basis, CSRs receive ongoing updates, and are reviewed regularly by their team leaders. Each time a change is made to the plan or the processes, training is provided to the CSRs.

Prior to going into production, training sessions will be provided to our service team staff. The training will involve a thorough review of the pension plans, an introduction to your corporate culture, all procedures and processes, as well as the service standards laid out in our Service Agreement. Any training required for administrative staff would be provided at this stage as well.

The team will adapt our standard training materials to your project. The materials cover a description of each module of *Ariel* Benefits Portal by providing step by step instructions of the website navigation and features. The training is further broken down into the use of *Ariel* Benefits Portal to perform specific tasks, such as an employee performing a life event or an administrator adding an employee record and queuing up an associated event. We will provide User's Guides and training materials for *Ariel* Benefits Portal (for administrators and employees).

For ongoing reference, the service teams use the client self-service websites as our online knowledge system. Thus, the information is also available to plan participants. The information available is customized based on each client's unique requirements. This system also helps to encourage self-service among plan participants.

Typical information includes:

- Plan information and rules
- Vendor/Provider information
- Forms, letter templates, key contacts, SPDs, employee notices, etc.
- Access to client's corporate website and other provider websites.

Knowledgebase tools

We have a web-based knowledge management solution to deliver information to our call center staff. The information available is customized based on each client's unique requirements. The CSR desktop includes:

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- Forms, letter templates, key contacts, summary plan documents ("SPD"), employee notices, etc.
- Vendor/provider information.
- Business process flows and process diagrams.
- Calendars (working, payroll, enrolment, interface, etc.).
- Client news, intended to provide up to date information related to important events.

With this information at their disposal, combined with the prior training that they receive, our CSRs can handle a range of enquiries, e.g. help with online enrollment, in a timely manner, helping the employee not only with navigation of the site but also with timelines, required information, plan particulars etc.

Our employees are also encouraged to participate in industry trainings and certifications. We have programs that support actuarial studies, and all elements of administration for both benefits and pensions. We currently have 250 pension consultants and actuaries on staff who understands the pension regulatory environment.

The value that we bring to our clients is in the proactive approach we take to assessing the impact of changes to your plans.

Client-specific training plays a very important role. Some clients wish to be involved in this process, with review and sign-off authority on training materials or presenting to the team in person to impress upon them the culture of the organization. We welcome a cooperative approach to client-specific training as we believe that our team should reflect your culture and values.

This approach provides an environment in which administrators can receive productive on-the-job training, and in which our clients can receive a high level of service. We view this aspect of training as a key development tool for junior staff.

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Implementation

Date of Implementation: Please detail implementation timeline with critical milestones. Open Enrollment should begin approximately 10/15 so we need to have the new system in place. Please list expectations and dates for any risks to the project which are outside your control or that the University must perform a task or provide information.

As the University is a current client of Morneau Shepell, we would not need to implement a new system. We have, however, provided a timeline for conversion over to the upgraded platform, as well as for the University's next Open Enrollment scheduled for October 15, as follows:

Should the University wish to convert to the upgraded platform, we will assign a project manager ("PM") to the team for the duration of the project. The PM will be available full-time for the project and will attend all meetings as required. Additionally, they will meet with Brad, Sheena and University stakeholders to develop a formal plan for configuring and launching our system within your requested timeline. The PM will also manage the conversion process to ensure that the project is completed accurately and on time.

A well-planned implementation or transition project is the key to a successful transition to a new service provider. The following is a sample timeline for the conversion; our strategies for risk mitigation as well as assigned responsibilities follow.

Task	Start	Finish
Administration Services - Implementation Project Summary	03/06/2017	09/15/2017
Project Management	03/06/2017	09/15/2017
Phase 1: Project Initiation	03/08/2017	03/10/2017
Phase 2: Information Gathering	03/13/2017	03/31/2017
Phase 3: Business Requirements	04/03/2017	06/30/2017
Requirements Workbook	04/03/2017	06/30/2017
Chapter 2: Plan Analysis -	04/03/2017	04/14/2017
Chapters 3 and 4: Web site access, security, navigation and content	04/17/2017	04/21/2017
Chapter 5: Employee Web Tools	04/24/2017	05/01/2017
Chapter 6: Plan sponsor tool	05/02/2017	05/10/2017
Chapter 7: Interfaces	05/11/2017	05/19/2017
Chapter 8: Statements & Reports	05/22/2017	05/24/2017

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Task	Start	Finish
Chapter 9: Business Processes	05/25/2017	06/16/2017
Chapter 10: Testing	06/19/2017	06/23/2017
Chapter 13: COBRA	06/26/2017	06/30/2017
Phase 4: System Configuration & Development	07/05/2017	08/16/2017
Environment Setup	07/05/2017	07/12/2016
Historical data load/data conversion	07/13/2017	07/20/2017
Statements & Letters	07/15/2017	07/20/2017
Web Tool Implementation (Chapter 4, 5 and 6)	07/15/2017	07/21/2017
Web Portal Configuration (Web Framework)	07/13/2017	07/28/2017
Employee web tools	07/14/2017	07/21/2017
Plan sponsor tool	07/17/2017	08/16/2017
Phase 5: Quality Assurance	07/12/2017	08/31/2017
Internal MS Testing MS QA testing MS Business testing	07/12/2017 08/14/2017	08/31/2017 09/01/2017
Client UAT / Training	08/28/2017	09/15/2017
Phase 6: Production Implementation	09/18/2017	09/20/2017
System Rollout (On going administration)	09/27/2017	09/27/2017
GO LIVE (On going administration)	01/01/2018	01/01/2018
GO LIVE (Web Site & Web Tools)	10/03/2017	11/04/2017
Phase 7: Closing	12/22/2017	12/29/2017

The risks we outline in the following table are common to such projects and should be included in the risk mitigation plan for the project.

Description	Impact	Mitigation Strategy
Conversion data accuracy and completeness	The quality and completeness of the member, coverage, dependent, and beneficiary data is unknown. Gaps in mandatory data may result in additional work for the University team.	Review data requirements early in the project in order to have the greatest amount of time possible to address any issue.
Adherence to schedule	The schedule is tight and therefore vulnerable to slippage.	Adhere to deliverables and signoff schedule. Resolve issues/make decisions/answer questions quickly.

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Description	Impact	Mitigation Strategy
Third party delays / constraints	Outside stakeholders on whom the project depends may delay the schedule if unable to meet key milestones.	Agree on dependencies and deadlines early.
Scope change	Additional work or re-work are likely to extend the project schedule, and may introduce unforeseen issues.	Avoid changes to signed-off deliverables; avoid new features.
Availability of the University staff during production preparations and the initial launch period.	Absence of key staff for vacation or other reasons may delay project activities, putting the go-live date at risk.	Maintain a vacation schedule and plan in advance for the required coverage.

Project Roles

The following table details project roles for the transfer of the University's data.

Role	Responsibility	Engagement
	Morneau Shepell Resource	S
MS Project Manager	Project management for MS and the overall project and change control.	Throughout the project.
MS Business Requirements	Responsible for data collection, compilation into requirements workbooks, moderation of workshops, obtaining sign off.	Particularly involved during the first third of the project. Involved during user acceptance testing and through configuration as a resource.
MS Configuration	Responsible for the configuration of <i>Ariel</i> platform and interfaces to/from other systems and vendors.	Participates in requirements workshops. Heavily involved during configuration phase. Involved during UAT.
MS ongoing Support . Team	Responsible for ongoing support of the University. Has active role in requirements (business process), training and quality assurance.	Involved during primarily requirements and user acceptance testing. Prepares QA plan and training leading up to UAT.
MS IT Infrastructure	Responsible for the hosting infrastructure and deployments.	Sporadic for environment set up and deployments.

Morneau Shepell's Responsibilities

In the course of the data conversion, our responsibilities would include:

- Developing a detailed conversion plan that includes the roles and responsibilities of Morneau Shepell and the University in the context of the data conversion, data clean-up requirements, and audit and reconciliation requirements.
- Detailing data requirements and working with you to ensure that everyone has a consistent understanding of those requirements.
- Working with you to identify appropriate transition/cut-off strategies in order to maintain service in a seamless manner.
- Develop processes for obtaining information from physical files, both for input to our hosted administration environment where appropriate and on an ongoing basis where the data will not be maintained electronically.
- Downloading data from the conversion file to the hosted environment.
- Providing you with assistance to facilitate user testing of the conversion.

The University's Responsibilities

As the incumbent provider, we will be able to minimize the University's involvement as we have access to all the data, have a user team that understands your processes and plans. We will leverage them as much as possible to reduce your burden.

However, it is still critical that the University's staff remain engaged throughout the conversion. The University's contribution to the project is a key success factor for on-time delivery and scope management. The phases requiring the most involvement would be during the requirements gathering and user-acceptance phases:

- Participate in project planning and requirements-gathering sessions
- Review and sign-off on Business Requirements
- Review and sign-off of the integrated test plan and test cases
- Provide data and examples for the integrated test bed
- Review and sign-off of the converted test data
- Development of user-acceptance test plans
- User-acceptance testing and sign-off on delivered functions
- User-acceptance testing and sign-off on any additional functions delivered after initial go-live points
- Verification of the final converted production data for Go-Live.

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The actual number of the University's resources required will depend largely on who within the University has most of the subject matter expertise. At minimum, the University will want to appoint a project lead and provide appropriate subject matter experts during the Requirements and User-Acceptance Testing stages of the project.

As the incumbent, we are in the fortunate position of having recently performed a full workbook review with the University team. This will minimize the effort needed from the University in the requirements gathering process.

The project team remains responsible for three months subsequent to conversion. Importantly, the ongoing team plays an important role during the requirements, testing, and training phases. This ensures a smooth transition between the conversion and transfer of data, and ongoing services.

Training

Please fully describe training and system access available. Please list typical University by function to receive any requisite training for systems trouble shooting, access and updating of information and/or ad hoc or standard reporting.

We provide on-site or remote training via our website on changes to plan design and website functionality.

Where call center services are managed by the client, we offer onsite training in the following:

- Customer Care: Includes skills such as effective listening, questioning, dealing with difficult people, problem solving and decision-making. Role-playing is used extensively in this segment.
- Ariel Benefits: We have a number of courses related to the set-up of Ariel Benefits, and appropriate procedures for initiating transactions and performing other functions. These are offered on a regular basis.
- Benefits Legislation: Periodic training on the technical aspects of Health & Welfare (and pension) legislation, and any related tax regulation is presented to administration and consulting staff on a regular basis.
- Client Specific Products/Services/Processes: Includes in-depth training on all client products, services, policies, and processes.

We develop any training materials that might be needed to assist the University employees during the enrollment process, performing "what if" modeling scenarios, and accessing their benefits plan

© 2016 Morneau Shepell – Confidential CONSENT - BAHR - SECTION II 73 TAB 3 Page 84 information, although the University currently utilizes the self-service website so formal training is not necessary.

For system administrator access by the University HR team, we provide your management and HR staff with the appropriate user training on our benefits administration system, website, and reporting tools. The training will involve a thorough review of plan configuration, all procedures and processes, and the recommended system usage for each administrative task.

System Software / Upgrades

All upgrades or changes to software should be fully tested in a non-production or development environment to insure that the production environment is not compromised. Please describe the ability of the University to be involved in testing and satisfied that the production environment will not be compromised.

Confirmed; all upgrades or changes are fully tested in a non-production environment prior to moving to the production site so as to not compromise the production environment. The system upgrades are transferred into the production environment on an automated basis, typically during evenings or weekends, with little impact to the existing system (except where clients choose to configure new capabilities).

Our procedures are well-established and proven to be effective in minimizing the potential for service disruptions. Client testing is typically not required for automated system upgrades, but could certainly be integrated into the upgrade process if desired. With respect to client specific changes (e.g. rate updates), we typically request that the client perform user acceptance testing in the pre-production environment and provide sign-off on the change before it is deployed to production. Please see our response to "Test files – Explain testing model, testing platform and how current is the data in testing environment?" for details on our User Acceptance Testing.

Demonstrations and/or interviews may be requested at the University's discretion to clarify functionality and performance of proposed system. If requested, the vendor must be prepared to give a demonstration up to 10 minutes to allow the University to see a "real-life" current service at another client utilizing the proposer's software. The demonstrations will be via distance over "WebEx" or some similar media. Additional detailed information will be provided to the shortlisted vendors prior to the interviews and demonstrations.

As previously noted, we are offering to upgrade our solution for the University so you may take advantage of our enhanced employee self-service web tools. We would be pleased to demonstrate and/or provide clarification of the functionality and performance of the enhanced system by the University, if requested.

We are investing significantly in our people, processes, and technologies to make certain that our client delivery is of the highest standards.

Please describe compliance with information security and data management under section 6-34 through 6-41 as specified in Section six.

We have reviewed the RFP and agree in principle with the Terms and Conditions. Morneau Shepell is the incumbent provider for employee benefits enrollment services to the University of Idaho on which proposals are currently being sought. As such, Morneau Shepell suggests that if it is awarded the work, it should use the July 1, 2011 agreement between Morneau Shepell and the University of Idaho as the basis for negotiations of the resulting agreement.

Please see our current agreement with the University, which demonstrates our standard terms as they relate to items 6-34 through 6-41 as specified in Section six.

We confirm compliance with the information security and data management requirements listed in sections 6-34 through 6-41 with the following exceptions.

Sections 6-34 through 6-41	Our comments
6-34 Data Compromise Response a. Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Customer or End User Data, Vendor will	Please see our current agreement with the University, which demonstrates our standard terms as they relate to 6-34 Data Compromise Response:

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Sections 6-34 through 6-41	Our comments
 notify Customer, fully investigate the incident, and cooperate fully with Customer's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Customer. b. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to Customer under law or equity, Vendor will reimburse Customer in full for all costs incurred by Customer in investigation and remediation of such Data Compromise, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract; the offering of 12 months' credit monitoring to each person whose data were compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Compromise. 	 6-34a, as stated in the current agreement: a) Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of the University or End User Data, the Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from the University. 6-34(b), as stated in the current agreement: b) In the case of a Data Compromise the parties shall agree, on a case by case basis, on a plan to investigate the Data Compromise, including but not limited to, which party shall take the lead of the investigation, any requirement of third party assistance, the process of notifying plan members and/or regulatory agencies and any costs relating to the investigation.
6-38 Data Security and Integrity a. All facilities used to store and process Customer and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all Customer Data and End User Data will be encrypted in transmission (including via web interface) and storage at no less than 128 bit level encryption. Vendor agrees and certifies that it, the system or any third parties working on the vendor's behalf have complied with all applicable requirements to be considered PCI- level 1 compliant and has taken all necessary steps to validate its compliance with the PCI DSS and PA DSS. Vendor is required to demonstrated compliance with this requirement by maintaining the application listing on The PCI Security	 Please see our current agreement with the University, which demonstrates our standard terms as they relate to 6-38 Data Security and Integrity. 6-38a: Data in storage is currently not encrypted. New technology will be implemented in 2017 that will allow this; by the end of our second quarter we will be encrypting data in our SQL databases and in our backups. 6-38a., as stated in the current agreement: All facilities used to store and process the University and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Contractor warrants that all the University's Data and End User

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https://www.pcisecuritystandards.org/approved_ companies_providers/validated_payment_applicati ons.php?agree=true).	web interface) and storage at no less than 128 bit level encryption.
b. Vendor will use industry standard and up to date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.	6-38d.: We agree in principle with 6-38 d., however, additional costs will be required for third-party vulnerability scans and penetration tests as part of this project.
	6-38(d), as stated in the current agreement:
c. Vendor will at its expense conduct or have conducted at least annually:	The Contractor will at its expense conduct or have conducted at least annually:
 A SAS 70 audit of Vendor's security policies, procedures and controls resulting in the issuance of a Service Auditor's Report Type II; A vulnerability scan, performed by a scanner approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement; and A formal penetration test, performed by a process and qualified personnel approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement; and A formal penetration test, performed by a process and qualified personnel approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement. d. Vendor will provide Customer upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. Customer may require, at its expense, Vendor to perform additional audits and tests, the results of which will 	 A SAS 70 audit of the Contractor's security policies, procedures and controls resulting in the issuance of a Service Auditor's Report Type II; A vulnerability scan, performed by a scanner mutually agreed on by the parties, of the Contractor's systems and facilities that are used in any way to deliver services under this Agreement; and A formal penetration test performed by a process and qualified personnel mutually agreed on by the parties, of the Contractor's systems and facilities that are used in any way to deliver services under this Agreement; and
be provided promptly to Customer. 6-39 Data Transfer upon Termination or	6-39b: We recommend a revision of 6-39b:
Expiration a. Upon termination or expiration of this Agreement, Vendor will ensure that all Customer and End User Data are transferred to Customer or a third party designated by Customer securely, within a reasonable period of time, and without significant interruption in service. Vendor will ensure that such migration uses facilities and methods are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that Customer will have reasonable access to Customer and End User Data during the transition.	b. Vendor will notify Customer of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and providing Customer access to Vendor's facilities to remove and destroy Customer owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Customer.

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Sections 6-34 through 6-41	Our comments
	Morneau Shepell would like to delete:
 b. Vendor will notify Customer of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and providing Customer access to Vendor's facilities to remove and destroy Customer owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Customer. Vendor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Customer. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Customer, all such work to be coordinated and performed in advance of the formal, final transition date. 	Vendor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Customer. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Customer, all such work to be coordinated and performed in advance of the formal, final transition date. Morneau Shepell would like to add: On expiration or termination of the contract, vendor will work with customer on a transition plan to fully transition the services and data to the customer or a new service provider.
6-40 Response to Legal Orders, Demands or Requests for Data	Morneau Shepell would like to add in subsections (a) and (b) that if it (or the University) receives a
 Except as otherwise expressly prohibited by law, Vendor will; 	subpoena, warrant, or other legal order, demand or request seeking the University or End User Data
 Immediately notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Customer and/or End User Data; 	maintained by Morneau Shepell, that Morneau Shepell shall, depending on the nature and extent of the request, be compensated by the University for reasonable fees incurred by Morneau Shepell on a time and materials basis for the time it spends on
Consult with Customer regarding its response;	such requests.
 Cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request; and Upon Customer's request, provide Customer with a copy of its response. 	Please see our current agreement with the University, which demonstrates our standard terms as they relate to 6-40 Response to Legal Orders, Demands or Requests for Data:
when a copy of its response.	
b. If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Customer or End User Data maintained by Vendor, Customer	6-40a, as stated in the current agreement: Except as otherwise expressly prohibited by law, the Contractor will:
will promptly provide a copy to Vendor. Vendor	 Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or

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will promptly supply Customer with copies of data required for Customer to respond, and will cooperate with Customer's reasonable requests in connection with its response.	 requests received by the Contractor seeking University and/or End User Data; Consult with the University regarding its response; Cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and Upon the University's request, provide the University with a copy of its response.
	6-40b, as stated in the current agreement: If the University receives a subpoena, warrant, or other legal order, demand or request seeking University or End User Data maintained by the Contractor, the University will promptly provide a copy to the Contractor. The Contractor will promptly supply the University with copies of data required. Please add in 6-40c, as per the current agreement: If the Contractor receives a subpoena, warrant, or other legal order, demand or request seeking the University or End User Data maintained by the Contractor, the Contractor shall be compensated by the University for reasonable fees incurred by the Contractor on a time and material basis for the time it spends on such requests.
5-41 Service Levels; Interruptions in Service; Suspension and Termination of Service; Changes to Service A. Vendor warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services. Vendor further warrants that the Services will be Operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%. In the event of a Service outage, Vendor will (a) promptly and at Vendor's expense use commercial best efforts to restore the Services as soon as possible, and (b) unless the outage was caused by a Force Majeure event, refund or credit Customer, at Customer's	Please see our current agreement with the University, which demonstrates our standard terms as they relate to 6-41 Service Levels; Interruptions in Service; Suspension and Termination of Service; Changes to Service: Please refer to <i>Schedule A - Service Standards</i> for the negotiated Service Level Standards as agreed to in our current agreement with the University, which demonstrates our standard terms as they relate to 6-41.
Sections 6-34 through 6-41	Our comments
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election, the prorated amount of fees corresponding to the time Services were unavailable. Neither party will be liable to the other for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by forces beyond that party's reasonable control, provided that the party resumes performance as soon as it is reasonably able to do so.	
b. From time to time it may be necessary or desirable for either the Customer or Vendor to propose changes in the Services provided. Such changes shall be made pursuant to the Change Control Procedure. Automatic upgrades to any software used by Vendor to provide the Services that simply improve the speed, efficiency, reliability, or availability of existing Services and do not alter or add functionality, are not considered "changes to the Services" and such upgrades will be implemented by Vendor on a schedule no less favorable than provided by Vendor to any other customer receiving comparable levels of Services.	
c. Vendor will provide Customer with seven days' prior notice of scheduled downtime in the provision of Services for maintenance or upgrades. To the extent possible, Vendor will schedule downtime during times of ordinarily low use by Customer. In the event of unscheduled and unforeseen downtime for any reason, except as otherwise prohibited by law Vendor will promptly notify Customer and cooperate with Customers' reasonable requests for information regarding the downtime.	
d. Customer may suspend or terminate (or direct Vendor to suspend or terminate) an End User's access to Services in accordance with Customer's policies. Customer will assume sole responsibility for any claims made by End User regarding Customer's suspension/termination or directive to suspend/terminate such service. Vendor may suspend access t to Services by Customer or an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Vendor's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of	

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the minimum duration, required to prevent or end the security issue. Vendor may suspend Customer's access to Services if, after at least thirty (30) days' written notice to Customer and subsequent good faith, commercially reasonable efforts to resolve the matter with Customer to the parties' mutual satisfaction, Customer remains in material breach of this Agreement. The suspension will be lifted immediately once the breach is cured. Vendor may suspend access to Services by an End User in response to (i) a material breach by End User of any terms of use s/he has agreed to in connection with receiving the Services. Vendor will notify Customer of any suspension of End User access to Services before suspension or, if notice before is not f feasible, as soon as reasonably possible thereafter.	

Please address specific questions regarding any proposed interfaces as outlined in Appendix A of this RFP.

Confirmed; we have addressed all the questions outlined in Appendix A, as follows:

Proposed Application Interfaces (as outlined in Appendix A of the RFP)

What specific interfaces are proposed? Please indicate whether they are incoming or outgoing and what implementation options (batch or real-time) are available?

As the incumbent, we will continue to send the bi-weekly payroll interface in Banner's standard format.

Additionally, we will also continue to use a weekly inbound HRIS interface, received in our standard format.

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Typically, there are two interfaces required for each client we work with:

HRIS

Inbound (to provider) member demographic and employment data. Provides any updates to address, salary, employee group, etc. and communicates new hires. Can be full file or changes only format. Frequency is usually weekly or daily.

Pre-payroll

Outbound (from provider) deduction data provided to facilitate deductions from employee pay checks. Typically changes only format but can also be configured as a full file. Frequency coincides with pay cycles (weekly, bi-weekly, or monthly)

We typically employ point-to-point interfaces. For HRIS and payroll interfaces we have developed proprietary tools that allow significant flexibility in format through various configuration options. For outbound eligibility interfaces, we use an EDI server product from Sterling Commerce called Gentran. This product allows us to easily map the data to any number of standard (e.g. ANSI 834) or proprietary formats.

Our interface methodology allows for a significant amount of flexibility. In most cases, we are able to map to any fields and can work with existing formats. We can confirm this upon review of the specific requirements.

At present we do not have any real-time interfaces. Our current client base has not required us to move in this direction. If University of Idaho requirements include real-time interfaces we would be pleased to discuss further.

Please provide an overview of the processing requirements of the proposed interfaces.

	Processing requirements
HRIS	 Purpose: provides updates to employee demographic and employment data Frequency: daily or weekly, as required File transfer: can be scheduled to load off hours at a specified time
	Processing: client should review records that are held by the Interface Module due to validation rules and correct as necessary
	 Confirmation: client has the option to review a change report that lists all changes detected by the system. The report is produced automatically and posted to the online Interface Module.

	Processing requirements					
Payroll	 Purpose: provides updates to payroll deduction and imputed income data Frequency: coincides with payroll calendar, typically a number of days in advance of the payroll run File transfer: can be scheduled to transmit at a specified time, per the payroll calendar Processing: client should review records that are rejected by the payroll system and correct or notify the provider of any issues 					
	 Confirmation: client may wish to review or audit changes to payroll deductions. This is optional. 					

Does the vendor provide an existing interface for the University of Idaho database application (i.e. Banner)? Please explain in detail.

Yes; currently the University initiates the outbound HRIS interface and we provide the payroll interface to the University for loading to the payroll system.

Does the proposed interface architecture require additional products or configurations beyond a standard Oracle database configuration? Will any additional software be required for the University infrastructure? Please explain in detail.

No; currently the University initiates the outbound HRIS interface and we provide the payroll interface to the University for loading to the payroll system.

The interface architecture does not require any additional products or configurations. We do not require direct access to any University of Idaho databases.

If additional software will be required to implement the interface, will the initial cost and yearly maintenance be included in the proposal?

No; additional software is required to implement the interfaces.

Can existing interface feeds already in place at the University of Idaho be accommodated by the vendor? What would be necessary to evaluate and estimate those existing interfaces?

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✓ Yes; as Morneau Shepell is the incumbent, we accommodate all existing interfaces required for the University.

Will the proposed interface operate totally within University of Idaho trusted network or will data be transmitted remotely? Please describe in detail.

Given that the application currently resides on Morneau Shepell servers, data will continue to be transmitted to and from the University of Idaho.

As described above, HRIS data is currently transmitted to Morneau Shepell and payroll data is received from Morneau Shepell.

What University of Idaho enterprise database(s) will be involved in the interface?

Morneau Shepell is the incumbent; the HRIS interface will continue to require read access to the employee HR related data.

The payroll interface will also continue to require access to the payroll data to apply updates related to changes in benefit deduction amounts.

What data elements will be extracted from or loaded into these databases? List schema, table, column and description for each data element needed, if known.

As the University is a current client of Morneau Shepell, we already have the data elements required.

As the incumbent provider, should the University convert to our new enhanced platform we will be able to minimize the University's involvement as we have access to all the data, and we have a user team that understands your processes and plans. We will leverage them as much as possible to reduce your burden.

As noted previously in our proposal, when implementing a new client, we would typically load the following types of data:

Employee/retiree demographic data	We would use the same format as the ongoing HR interface			
Benefit data	This would include a record for each benefit the participant is currently enrolled in			
Dependent data	This would include one record for each covered dependent			
Beneficiary data	This would include one record for each beneficiary that a participant has designated. This is optional and assumes the data is currently available in electronic format. If this data is not available, we can conduct a beneficiary election campaign after the go live to solicit this information			
COBRA data	This includes some additional COBRA specific data such as qualifying event code, qualifying event date, paid-thru dates, etc.			

Please describe any data to be included in the proposed interfaces that could be considered sensitive personal information?

✓ The University is a current client of Morneau Shepell; we would continue to treat all personal information as sensitive and employ considerable care in dealing with the University's data.

Elements such as the SSN and salary would be considered especially sensitive.

Will the interface require direct access to a University of Idaho database server? Please describe in detail. NOTE: Access to database servers other than through database communication port(s) is currently prohibited.

✓ No; Morneau Shepell would not require direct access to any University of Idaho databases.

We propose that the University continue to initiate the outbound HRIS interface and we would continue to provide the payroll interface to the University for loading to the payroll system.

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If a real-time interface is being proposed, please describe the architecture in detail.

At present we do not have any real-time interfaces. Our current client base has not required us to move in this direction.

If the University of Idaho requirements include real-time interfaces we would be pleased to discuss further.

What party will be responsible for building the interface (the vendor or University of Idaho staff)? Please explain in detail.

As Morneau Shepell is the current incumbent, we would not require the build of an interface.

As the incumbent, we confirm that the legacy data will be mapped as requested and we will make our best effort to utilize the University's current interface in the conversion. There should be minimal need for the University to make changes on your end.

However, it is critical that the University's staff remain engaged throughout the conversion. The University's contribution to the project is a key success factor for on-time delivery and scope management. The phases requiring the most involvement from the University would be during requirements gathering and for user-acceptance-testing.

If the proposed interface will be based on direct access to the University of Idaho database, will the connection be made from an identifiable list of vendor-hosted servers? Please explain in detail.

✓ No direct access is required.

The interfaces currently in place rely on the exchange of files in batch mode.

Do the proposed interfaces process only full datasets or does the functionality allow for incremental updates to the University of Idaho database application(s)?

We have configured the HRIS and payroll interfaces as full file or incremental (changes only).

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They are each configured differently (e.g. HRIS = full file, payroll = incremental).

What mechanism is provided to receive and evaluate the status of a load operation (i.e. how many rows were loaded successfully or failed, and why)? Please describe in detail.

✓ With regards to data integrity, we have built numerous real-time edits into both the data input screens and the interface process. All data received, whether from your system or from plan members, go through a validation process prior to being transferred to the administration database.

There is an integrated, automated batch process for dealing with the apparent errors that are detected by the verification protocol. As noted earlier in our proposal, such errors are placed into one of these three categories:

- Warning only the change is accepted, but appears in a warning report as being questionable
- Supervisor advise the change is held in pending mode, to be accepted or rejected only by someone with the proper authority
- Reject certain apparent errors are rejected entirely until some sort of correction is made

To ensure that the administration database's integrity is maintained and service to plan members is not compromised, errors are dealt with promptly. The timing of these error corrections would be one of our service standards.

Interface Module

The Interface Module is an online tool that is available to designated administrators to enable them to review and correct errors associated with HRIS file loading. A screen shows all the relevant details such as file name, date loaded, number of records, number of initial errors, and number of remaining errors. The user can click on an individual file, review each of the errors and correct them as necessary. There is also an interface validation report that can be printed and an HR changes report that includes all changes that resulted from the loading of the file.

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The following screen shot (as provided earlier in our proposal) is from the University's Interface Module; it allows the teams to troubleshoot data issues, and to confirm the proper upload of data.

	CIM Home > File history
Employee Search	File history
Find:	
by: Vandal ID	
G	30 This screen lists the files that have been processed during the indicated date range. To select a different time period, enter the new dates below, and click Go.
Extended search	Date range
Administrator Tools MyTools	Files loaded between 2016/05/03
MyBenefits	and 2016/05/10 YYYY/MM/DD 🛑 Go
	File list
	🔍 - view 🕱 - delete 鶞 - view/download report
	Action File Load File Name Cycle Date Received
	Status status
	Δ.
	IDAHO_IRMSIBThe_Standard CoverageEOIUpdate
	Image: Second system uofidaho_eoi_decision_20160503.txt 0 May 4, 2016 at 1:05:34 AM EST
	IDAH_HRIS IDAH HRIS
	Full Used PROD_IDHOHRIS_20160503090547.dat 452 May 3, 2016 at 12:40:49 PM ES
	Image: Second state Full Used PROD_IDHOHRIS_20160503090547.dat 452 May 3, 2016 at 12:40:49 PM ES Image: Second state Imag
	Eull Used PROD_IDHOHRIS_20160506100554.dat 453 May 6, 2016 at 1:30:50 PM EST
	UOILOCKBOX IDAH HRIS
	UOILOCKBOX IDAH HRIS

Will a detailed specification document be provided for each proposed interface? Please provide an example of the proposed format.

Yes, as Morneau Shepell is the incumbent, a detailed specification document had been provided for each proposed interface.

Confidential – © 2016 Morneau Shepell TAB 3 Page 99 Please refer to **Appendix B** for the University's Electronic Data Transfer Guides for HRIS and Payroll.

Will a configuration management plan be provided to ensure that any changes to interfaces are properly tested in a controlled environment prior to implementation? Please explain in detail. Will a configuration management plan be provided to ensure that any changes to interfaces are properly tested in a controlled environment prior to implementation? Please explain in detail.

Yes, a detailed configuration management plan had been created as part of our overall QA strategy.

In general, we test all changes on two levels. First, the developer or configuration specialist that is implementing the change will conduct unit testing to ensure the change meets the requirements that would have been submitted with the change request. Once they are satisfied with the results, they will submit a deployment to the Release Management Team ("RMT"). The RMT will deploy the script to the pre-production environment. Once the change is in the pre-production, the Operations Team that maintains the interfaces in production will conduct their internal user acceptance test. Once they have signed off on the change, the RMT will deploy the script to the production environment. As a last step, the RMT will assign the ticket to the Operations Team who will confirm the change in the production environment and close the ticket.

Can a fully functional test environment be provided, with a complete University dataset, for testing interface modifications prior to implementation?

Yes; it is our standard practice to maintain a pre-production environment for all clients for testing interface modifications as well as core system and client configuration changes.

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How will the vendor ensure that processing deadlines for time-critical interfaces are monitored and met to ensure University operations are not adversely impacted?

To date the University has been pleased that our services relating to processing deadlines for time-critical interfaces are **always monitored and consistently met**, thereby ensuring that the University's operations are not adversely impacted.

We employ the following strategy to ensure that all time-critical interfaces are monitored and delivered on time:

HRIS files (inbound)

Although these interfaces are initiated by the University of Idaho, we set up an automated file watch to monitor receipt of the file as per the schedule. If a file is not received by the agreed upon time, the scheduler will send an automated e-mail to the University team as well as the Morneau Shepell assigned Client Manager.

Payroll Files

The payroll schedule for the entire year is loaded into the system and the files are scheduled to be produced and delivered on a specific date and time. The Operations Team lead monitors the files that are due each week and ensures that any required processing is complete prior to the due date. The Client Manager also monitors all deliverables for their assigned clients and is responsible for ensuring that all due dates are met.

Carrier Eligibility Files

All outbound eligibility files are setup in our scheduling tool to run on a pre-defined schedule (typically weekly). The scheduler runs the file, encrypts and transmits the file all without manual intervention. The files are usually run over night so they can be available for processing by the carriers in the morning.

To ensure timely delivery, the scheduler is configured to send automated e-mails should the job fail at any point in the process. These e-mails are sent to our Production Support team as well as the Client Manager assigned to the University of Idaho. This ensures that any issues are resolved promptly so that the files can still be delivered on the date promised and avoid any delays in reporting eligibility.

Confidential – © 2016 Morneau Shepell TAB 3 Page 101 The successful proposer will be required to enter into a Business Associate Agreement with the University.

We understand and agree with this requirement. As Morneau Shepell is the incumbent, we currently have a Business Associate Agreement in place with the University.

Morneau Shepell is the incumbent provider for employee benefits enrollment services to the University of Idaho on which proposals are currently being sought. Morneau Shepell suggests that if it is awarded the work, it should use the July 1, 2011 agreement between Morneau Shepell and the University of Idaho as the basis for negotiations of the resulting agreement.

Bidders are required to read Idaho Administrative Code (Department of Insurance) IDAPA 18.01.27 sections 027 and 029 and confirm that they will meet the requirements of those sections. Bidder must be able to meet these requirements; specifically requirements outlined in IDAPA 18.01.27.04, IDAPA 18.01.27.29, and IDAPA 18.01.27.30. Bidder must confirm ability to meet requirements of all sections and acknowledge such in proposal. Bidder must identify any specific issues they anticipate in meeting the requirements of the referenced administrative rule. http://adminrules.idaho.gov/rules/current/18/index.html:

- 18.01.27 the following is the only applicable provision:
 - O4. Third Party Administrator. Any party that provides any one of the following services to the plan must be licensed as a third party administrator in accordance with Title 41, Chapter 9, Idaho Code, and Section 41- 4014(4), Idaho Code:
 - 18.01.27.29
 - Bidders are subject to all rules under this heading
 - 18.01.27.30
 - Bidders are subject to all rules under this heading

We confirm; Morneau Shepell will have the ability to meet the requirements of all required sections. Morneau Shepell has already begun to seek licensure; we do not anticipate any issues in meeting the requirements of the referenced administrative rules.

Morneau Shepell is currently working to ensure we meet the Idaho Administrative Code's (Department of Insurance) IDAPA requirements (specifically 18.01.27 sections 027 and 029 a – IDAPA 18.01.27.04, IDAPA 18.01.27.29, and IDAPA 18.01.27.30) across our client base.

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Appendix A – Sample Employee Communications

Please refer to the following page for samples of our employee communications materials:

- COBRA form
- New hire communications
 - HIPAA Notice (mailed)
 - COBRA initial rights (mailed)
 - UIM new hire email
 - UI- new hire email
 - Sample online enrollment screen captures
- Retiree packets
 - Birthday letters
 - Summary of Medicare Benefits; the sample provided pertains to Tier 1, Plan A.

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COBRA form

Please refer to the following page for the sample COBRA form.

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Date Printed 05/24/2016

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This notice contains important information about your right to continue your health care coverage in the Plan(s) listed below as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace. Please read the information contained in these notices very carefully.

MR MARK MARCUS PO BOX 1234 YOUR TOWN, ID 83638-1234

Qualification Date: 05/14/2016

Employer: University of Idaho

COBRA CONTINUATION COVERAGE ELECTION NOTICE

Because of your Termination of Employment that will end your coverage under the Plan, you are entitled to continue health coverage for up to 18 months, less the number of months coverage already provided. If you elect to continue your coverage under the Plan, your continuation coverage will begin on the eligibility start dates, and may continue until the end of the eligibility date(s) shown below. (Your coverage may end sooner if payment requirements are not met.) There may be other coverage options for you and your family. When key parts of the health care law take effect, you'll be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premiums, deductibles, and out-of-pocket expenses will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

If you have any questions about your rights to COBRA continuation coverage, you should contact:

University of Idaho	1-800-646-6174	
P O BOX 25406		
Pittsburgh PA 15220		

If you do not elect to continue your health care coverage by completing the "Election Form" and returning it to us, your coverage under the Plan will end 05/14/2016 due to your Termination of Employment.

ATTACHMENT 2

Carrier Name	Description	Eligible Dates	
Standard Dental Plan	Single	05/15/2016-11/14/2017	
Employee Assistance Program	Continued	05/15/2016-11/14/2017	
BCBS Standard PPO Plan	Single	05/15/2016-11/14/2017	
VSP Network Vision Plan	Single	05/15/2016-11/14/2017	

Each of the following participants are entitled to elect to continue health care coverage under the Plan:

Name (First Last)	Relationship	Birth Date	
Mark Marcus	Self	MM/DD/YYYY	

Your continuation coverage will cost:

		Amount	Billing
Carrier Name	Coverage	Due	Period
Standard Dental Plan	Single	\$ 29.19	1 Month
Employee Assistance Program	Continued	\$ 3.52	1 Month
BCBS Standard PPO Plan	Single	\$ 544.41	1 Month
VSP Network Vision Plan	Single	\$ 7.33	1 Month

IMPORTANT - To elect continuation coverage you MUST complete the "Election Form" and return it to the address shown on the Election Form, post-marked within 60 days of the date of this notice or within 60 days of the day you lose coverage under the plan, whichever is later. If you do not submit a completed Election Form by this date, you will lose your right to elect continuation coverage. Important information about your rights is provided to you on the pages after this Election Form.

Mark Marcus Qualification Date: 05/14/2016

University of Idaho

COBRA CONTINUATION COVERAGE ELECTION AGREEMENT

ELECTING COVERAGE

To elect coverage you must complete and return this ELECTION AGREEMENT. The primary qualified beneficiary may elect to continue coverage on behalf of all eligible dependents who were covered the day before the qualifying event. Only a dependent or legal guardian may make a separate election or decline coverage which the primary qualified beneficiary has declined.

If you or any family member declines any coverage, please complete the section titled DECLINING COVERAGE. Your completed ELECTION AGREEMENT must be returned within 60 days of the date of this notice or you will lose your right to COBRA continuation coverage.

I elect the coverage(s) that I have checked below for myself and my eligible dependents, if any:

1000			Amount	Billing	
1	Carrier Name	Coverage	Due	Period	Date
	Standard Dental Plan	Single	\$ 29.19	1 Month	05/15/2016
	Employee Assistance Program	Continued	\$ 3.52	1 Month	05/15/2016
	BCBS Standard PPO Plan	Single	\$ 544.41	1 Month	05/15/2016
	VSP Network Vision Plan	Single	\$ 7.33	1 Month	05/15/2016

Please provide any missing information or add any dependent not shown who will be covered.

Name (First Last)	Birth Date	Sex	Relationship
Mark Marcus	MM/DD/YYYY	М	Self
			_

I have read the NOTICE OF RIGHT TO ELECT COBRA CONTINUATION COVERAGE and understand my election rights. I agree to notify the Plan Administrator if I or any covered dependents become covered by another group health plan or entitled to Medicare or have a change of address.

Signature	Date	Phone Number	
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Mark Marcus Qualification Date: 05/14/2016

University of Idaho

ELECTION AGREEMENT(continued)

CAREFULLY CONSIDER YOUR OPTIONS

Please examine your options carefully before declining this coverage. You should be aware that companies selling individual health insurance typically require a review of your medical history that could result in a higher premium or you could be denied coverage entirely.

DECLINING COVERAGE

Each family member who was covered on the day before the event who does not wish to elect COBRA continuation coverage must sign and date the DECLINATION STATEMENT below. A legal guardian may sign on behalf of a minor child.

I have read the NOTICE OF RIGHT TO ELECT COBRA CONTINUATION COVERAGE and understand my election rights. I understand that a gap of 63 days in coverage will affect my ability to obtain coverage for pre-existing conditions under another Plan according to the portability provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

I decline all coverage(s) not elected in the ELECTING COVERAGE section. I understand that this declination will be irrevocable after my Election End Date of 60 days from the date of this notice. Further, I understand that I may revoke this waiver at any time prior to my Election End Date, however the effective date of coverage would be the date that I revoke the waiver.

PRINT NAME	SIGNATURE	DATE
PRINT NAME	SIGNATURE	DATE
PRINT NAME	SIGNATURE	DATE
PRINT NAME	SIGNATURE	DATE
For further information, please contact:		
University of Idaho	1-800-646-6174	
P O BOX 25406	and the second se	

Pittsburgh PA 15220

IMPORTANT INFORMATION ABOUT YOUR COBRA COVERAGE RIGHTS

What is continuation coverage?

Federal Law requires that most group plans (including this plan) give "qualified beneficiaries" the opportunity to continue their health care coverage when there is a "qualifying event" that would result in a loss of coverage under an employer's plan. Depending on the type of qualifying event, "qualified beneficiaries" can include the employee (or retired employee) covered under the group health plan, the covered employee's spouse, and dependent children of the covered employee.

Continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries under the Plan who are not receiving continuation coverage. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other participants or beneficiaries covered under the Plan including open enrollment and special enrollment rights.

How long will continuation coverage last?

In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage may be continued for up to a total of 18 months. In the case of losses of coverage due to an employee's death, divorce or legal separation, the employee's becoming entitled to Medicare benefits or a dependent child ceasing to be a dependent under the terms of the plan, coverage may be continued for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for the qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement.

Continuation coverage will be terminated before the end of the maximum period if:

* any required premium is not paid in full on time,

* a qualified beneficiary becomes covered, after electing continuation coverage, under another group health plan that does not impose any pre-existing condition exclusion for a pre-existing condition of the qualified beneficiary, (note: there are limitations on plans' imposing a pre-existing condition exclusion and such exclusions will become prohibited beginning in 2014 under the Affordable Care Act.),

* a covered employee becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing continuation coverage, or

* the employer ceases to provide any group health plan for it's employees.

Continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).

Special Rules for Health Care Reimbursement Accounts (HCRA)

COBRA continuation coverage under a HCRA (health care reimbursement account) will only be offered to you if you had previously elected and have under spent your account. You have under spent your account if the annual limit elected by you, reduced by reimbursements up to the time of the qualifying event, is equal to or more than the amount of the premiums due for the remainder of the year in which the qualifying event occurred. If elected, COBRA coverage for HCRA will be on an after-tax basis and will only last until the end of the year in which the qualifying event occurred. No extension of COBRA continuation coverage beyond the end of the year is available for HCRA.

How can you extend the length of COBRA continuation coverage?

If you elect continuation coverage, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify of a disability or a second qualifying event in

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order to extend the period of continuation coverage. Failure to provide notice of a disability or second qualifying event may affect the right to extend the period of continuation coverage.

Disability

An 11-month extension of coverage may be available if any of the qualified beneficiaries is determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If the qualified beneficiary is determined by SSA to no longer be disabled, you must notify the Plan of that fact within 30 days after SSA's determination.

The qualified beneficiary must be continuously disabled. The extension will end 30 days after the person is no longer determined to be disabled, at the end of the 29 months from the qualifying event or when the disabled qualified beneficiary subsequently becomes covered under Medicare.

To apply for the disability extension, the following information must be sent to the Plan Administrator: * A written request for the extension, and

* A copy of the Social Security Administration (SSA)Awards Determination Letter, noting the date of the disability determination.

This request <u>must</u> be mailed within 60 days after receiving the determination from SSA <u>and</u> before the end of the 18-month period. (If you had the SSA determination letter prior to receiving your COBRA election form, a copy of the determination letter must be mailed to the Plan Administrator within 60 days from the date of your election or 60 days from your COBRA effective date, whichever is later, in order to apply for the extension. If both the criteria are not met, the right to the extension ends.

You must provide this written request along with a copy of the SSA Determination letter to:

University of Idaho	1-800-646-6174
P O BOX 25406 ·	
Pittsburgh PA 15220	

Second Qualifying Event

An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or separation from the covered employee, the covered employee becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. You must notify the Plan within 60 days after any second qualifying event occurs if you want to extend your continuation coverage.

You must provide this notice to:

University of Idaho	1-800-646-6174
P O BOX 25406	
Pittsburgh PA 15220	

The written notification to the Plan Administrator should include: * The employee's name and social security number;

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* The qualifying event that has occurred;

* Any written documentation that is relative to the qualifying event (i.e. divorce decree, death certificate);

* A phone number where you may be contacted by the Plan Adminstrator should there be any questions; and

* The signature of the person sending the written notification.

How can you elect COBRA continuation coverage?

To elect continuation coverage, you must complete the Election Form and furnish it according to the directions on the form. Each beneficiary has a separate right to elect continuation coverage. For example, the employee's spouse may elect continuation coverage even if the employee does not. Continuation coverage may be elected for only one, several, or for all dependent children who are qualified beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee's spouse can elect continuation coverage on behalf of all of the qualified beneficiaries.

In considering whether to elect continuation coverage, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of the qualifying event listed above. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum amount available to you.

How much does COBRA continuation coverage cost?

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of continuation coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage. The required payment for each continuation coverage period for each option is described in this notice.

When and how must payment for COBRA continuation coverage be made?

First payment for continuation coverage

If you elect continuation coverage, you do not have to send any payment for continuation coverage with the Election Form. Your benefits will only be activated upon receipt of payment, retroactive to your effective date. See Note *. You must make your first payment for continuation coverage not later than 45 days after the date of your election. (This is the date the Election Notice is post-marked, if mailed). If you do not make your first payment for continuation coverage, in full, not later than 45 days after the date of your election, you will lose all continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact to confirm the correct amount of your first payment.

Note*: Your coverage(s) will not be reinstated until receipt and processing of the initial premium payment. Once the COBRA Service Center has received your initial premium payment, your insurance carrier(s) will be notified to reinstate your benefits. Please allow for up to 15 business days (from when the COBRA Service Center processes your initial premium) for the insurance carrier(s) to reinstate your benefits. If you have incurred claims prior to the reinstatement of your benefits, you should contact your insurance carrier at the number on the back of your identification card to request that your claims be reprocessed, as coverage under COBRA, if not waived, is retroactive to the date you lost benefits under the active plan.

Periodic payments for continuation coverage

After you make your first payment for continuation coverage, you will be required to make periodic payments for each subsequent coverage period. The amount due for each coverage period for each qualified beneficiary is shown in this notice.

ATTACHMENT 2

The periodic payments for continuation coverage are due on the first day of the month for which coverage is provided. If you make a periodic payment on or before the first day of the coverage period to which it applies, your coverage under the Plan will continue for that coverage period without any break. The Plan will send periodic notices of payments due for these coverage periods as a courtesy.

Grace periods for periodic payments

Although periodic payments are due on the dates shown above, you will be given a grace period of 30 days after the first day of the coverage period to make each periodic payment. Your continuation coverage will be provided for each coverage period as long as payment in full for that coverage period is made before the end of the grace period for that payment.

If you fail to make a periodic payment in full before the end of the grace period for that coverage period, you will lose all rights to continuation coverage under the Plan. If a partial payment is received, your coverage will terminate for non-payment. It is your responsibility to ensure timely and correct payment of the premium(s). In the event that your premium check is returned for insufficient funds, a replacement check must be sent before the end of the grace period or coverage will terminate.

It is acceptable for a third party to make payments on your behalf. If, however, a payment is late or note received, your coverage will terminate for non-payment. It is your responsibility to ensure timely and correct payment of premium. In the event that your premium check is returned for insufficient funds, a replacement check must be sent before the end of the grace period or coverage will terminate.

Please make your checks payable to University of Idaho. Your first payment and all periodic payments for continuation coverage should be sent to:

Morneau Shepell	
P O Box 644357	
Pittsburgh PA 15264-4357	

For more information

This notice does not fully describe continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under the Plan is available in your summary plan description or from the Plan Administrator.

If you have any questions concerning the information in this notice, your rights to coverage, or if you want a copy of your summary plan description, you should contact:

University of Idaho	1-800-646-6174	
P O BOX 25406		
Pittsburgh PA 15220		

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov.ebsa or call their toll free number at 1-866-444-3272. For more information about the health insurance options available through a Health Insurance Marketplace, visist www.healthcare.gov.

Keep your Plan Informed of Address Changes

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in your address and the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub.L.104-13), no persons are required to respond to a collection of information unless such a collection displays a valid Office of Management Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by the OMB under the PRA, and displays the currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C.3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately four minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of the Chief Information Officer, Attention: Departmental Clearance Officer, 200 Contitution Avenue, N.W., Room N-1301, Washington, DC 20210 or email DOL_PRA_PUBLIC@dol.gov and reference OMB Control Number 1210-0123.

OMB Control Number 1210-0123 (expires 9-30-2013)

New hire communications

Please refer to the following page for the following sample communications:

- HIPAA Notice (mailed)
- COBRA initial rights (mailed)
- UIM new hire email
- UI- new hire email
- Sample online enrollment screen captures

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HIPAA Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review this notice carefully.

The Group Health Plans maintain the confidentiality of your medical information related to your Group Health Plan coverage. As required by rules effective April 14, 2003, under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), this Notice describes the Group Health Plans' legal duties and privacy practices with respect to that information. This Notice also describes your rights and the Group Health Plans' obligations regarding the use and disclosure of your medical information.

The Group Health Plans are required by law to maintain the privacy of your protected health information ("PHI"). PHI is information that is created or received by or on behalf of the Group Health Plans that identifies you or could reasonably be expected to enable someone to identify you and includes:

- information that relates to your past, present, or future physical or mental health or condition;
- · the provision of health care to you; and
- " the past, present, or future payment for the provision of health care to you.

Permitted Uses and Disclosures of Your Health Information

For Treatment

This means the provision, coordination or management of your health care, including any referral for health care from one health professional to another.

For Payment

This means activities to facilitate payment for the treatment and services you receive from health care professionals, including to determine eligibility, coverage or benefit responsibilities under your insurance coverage, or to coordinate your insurance coverage. For example, the Group Health Plans may provide information to a provider or a third-party payer, such as an insurance company, regarding amounts that are covered under the Group Health Plans. The information may identify you, your diagnosis, and treatment or supplies used in the course of treatment.

For Health Care Operations

This means the support functions related to treatment and payment such as quality assurance activities, case management, underwriting, premium rating, business management and other general administrative activities. For example, your PHI may be disclosed to employees of the Group Health Plans, or third parties retained or hired by the Group Health Plans, for enrollment, customer service, quality improvement, business planning, and cost management. This information may identify you, your diagnosis and treatment or supplies used in the course of treatment.

Plan Sponsor

The Group Health Plans may disclose PHI to the sponsor of the Group Health Plans for health care operation purposes. At no time will the Group Health Plans disclose information to the sponsor for employment-related actions or decisions

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Required by Law

The Group Health Plans may use and disclose information about you as required by law. For example, the Group Health Plans may disclose information for the following purposes: judicial and administrative proceedings pursuant to legal authority; to report information related to victims of abuse, neglect, or domestic violence; or to assist law enforcement officials in their law enforcement duties.

Public Health and Safety

In unusual cases, your PHI may be used or disclosed: to assist public health authorities in preventing or controlling disease, injury, or disability, or for other health oversight activities; to funeral directors or coroners, if required by law; for organ donation purposes; to avert a serious health or safety threat; or for national security or other specialized government functions.

Workers' Compensation

Your PHI may be used or disclosed in order to comply with laws and regulations related to Workers' Compensation.

Other Issues

Other uses and disclosures will be made only with your written authorization. You may revoke the authorization in writing, except to the extent that the Group Health Plans have taken action in reliance on it.

Your Health Information Rights

You have the right to:

Request a restriction or limitation on the Group Health Plans' use or disclosure of your PHI for
payment or health care operations purposes as set forth above. You also have the right to request a
limit on the PHI the Group Health Plans disclose about you to someone who is involved in your care or
the payment of your care.

The Group Health Plans are not required to agree to your request. If the Group Health Plans do agree, the Group Health Plans will comply with your request unless the information is needed to provide you with emergency treatment.

- Obtain a paper copy of this notice upon request.
- Inspect and copy your PHI that is contained in records maintained, used, collected or disseminated by the Group Health Plans. Usually, this includes the medical and billing records maintained by the Group Health Plans but does not include psychotherapy notes, if any, to which the Group Health Plans have access. You may be charged for the costs of copying, mailing, or other supplies directly associated with your request.
- Request an amendment to your PHI if you believe the PHI the Group Health Plans have about you is incorrect or incomplete. You have this right as long as your PHI is maintained by the Group Health Plans. The Group Health Plans may deny your request for an amendment if your request is not in writing, or it does not include a reason to support the request; or if the PHI to which your request refers:
 - was not created by the Group Health Plans, unless the person or entity that created the PHI is no longer available to make the amendment;
 - is not part of the medical information, enrollment, payment, claims adjudication or management records kept by the Group Health Plans;
 - is not part of the information you would be permitted to inspect or copy; or
 - is accurate and complete.

- Request the Group Health Plans to communicate with you about your PHI in a certain manner or at a certain location. For example, you may request that the Group Health Plans contact you only at home and not at work. The Group Health Plans will accommodate all reasonable requests if you clearly state that you are requesting the confidential communication because you feel that disclosure could endanger you. You must make sure your request specifies how or where you wish to be contacted.
- Receive an accounting of disclosures made of your PHI, except those disclosures made pursuant to an authorization or for purposes of treatment, payment or health care operations. The Group Health Plans are not required to give you a list of disclosures made before April 14, 2003.

Complaints

You may complain to the Group Health Plans and to the Secretary of the Department of Health and Human Services if you believe your privacy rights have been violated. You will not be retaliated against for filing a complaint.

Obligations of The Group Health Plans

The Group Health Plans are required to:

- Maintain the privacy of protected PHI.
- Provide you with this Notice of the Group Health Plans' legal duties and privacy practices with respect to your PHI.
- Abide by the terms of this Notice.
- Notify you if the Group Health Plans are unable to agree to a requested restriction on how your information is used or disclosed.
- Accommodate reasonable requests that you may make to communicate PHI by alternative means or at alternative locations.

The Group Health Plans reserve the right to change their information practices and to make the new provisions effective for all protected PHI they maintain. Revised Notices will be made available to you through the Group Health Plan. State law may provide for additional protection of your health information. Please contact the person identified below for more information.

No Change to Group Health Plans

Except for the privacy rights described in this Notice, nothing contained in this Notice shall be construed to change any rights or obligations you may have under the Group Health Plans. You should refer to the Group Health Plans' documents for complete information regarding any rights or obligations you may have under the Group Health Plans.

COBRA Initial Notification

Member Name Street Address City, State Zip Code

INITIAL NOTIFICATION OF COBRA RIGHTS

Dear Member Name:

This notice is intended to summarize your rights and obligations under the group health continuation coverage provisions of COBRA. You and your family should take the time to read this notice carefully. Should you qualify for COBRA coverage in the future the University of Idaho Benefit Center will send you the appropriate notification.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

COBRA Initial Notification

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- · Your spouse's hours of employment are reduced;
- · Your spouse's employment ends for any reason other than his or her gross misconduct;
- · Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- · The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the University of Idaho, and that bankruptcy results in the loss of coverage of any retired employee covered under the plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

YOUR NOTICE OBLIGATIONS

Under the law, the employee or a family member has 60 days from (1) the date of the event or (2) the date on which coverage would be lost, whichever is later, to inform the Plan Administrator of the employee's divorce or legal separation, or of the employee's child losing dependent status under the University of Idaho plan. You must provide written notification to the University of Idaho Benefit Center of the qualifying event within 60 days. If you or your spouse or dependent child fails to provide this notice to the Plan Administrator during this 60-day notice period, any spouse or dependent child who loses coverage will NOT be offered the option to elect continuation of coverage.

TO ELECT COVERAGE

When the Plan Administrator is notified that one of these events has happened, the University of Idaho Benefit Center will in turn notify you that you have the right to choose COBRA continuation coverage. The employee and spouse have independent election rights. Under the law, you have 60 days from either (1) the date coverage is lost under the employer sponsored group health plan or (2) the date of the notice, whichever is later, to elect continuation coverage. There is no extension of the election period.

If you do not elect continuation coverage within this election period, then your rights to continue group health coverage will end.

If you choose continuation coverage and pay the applicable premium, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated active employees or family members. If the University of Idaho changes or ends group health coverage for similarly situated active employees, your coverage will

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COBRA Initial Notification

also change or end.

Ordinarily, the continuation coverage that is offered will be the same coverage that you, your spouse or dependent children had on the day before the qualifying event. Therefore, an employee, spouse or dependent child who is not covered under the Plan on the day before the qualifying event generally is not entitled to COBRA coverage except, for example, when there is no coverage because it was eliminated in anticipation of a qualifying event such as divorce. If the coverage is modified for similarly-situated employees or their spouses or dependent children, then COBRA coverage will be modified in the same way.

If at that time the University of Idaho maintains more than one group health plan (or offers a choice of separate benefit packages under a single plan), you (or your spouse or dependent children) may elect COBRA coverage under one or more of those plans (or separate benefit packages) in which you have coverage. For example, if you were covered under three separate benefits (e.g., a medical plan, a dental plan, and a vision plan), you could elect COBRA coverage under the medical plan and decline coverage under either or both of the dental and vision plans. But if at that time the University of Idaho maintains one consolidated group health plan (for example, one that provides medical, dental, and vision benefits under a single plan), you must elect or decline COBRA coverage for the plan as a whole.

DURATION OF COBRA COVERAGE

Termination or Reduction in Hours. If group health coverage was lost because of a termination of employment (other than for reasons of gross misconduct) or a reduction in work hours, the continuation coverage period is 18 months from the date of the qualifying event, if elected.

Employees, Spouses or Dependents with Disabilities. The 18 months of continuation coverage can be extended to 29 months if the Social Security Administration determines that the employee, spouse or dependent child was disabled on the date of the qualifying event according to Title II (Old Age Survivors and Disability Insurance) or XVI (Supplemental Security Income) of the Social Security Act. Disabilities that occur after the qualifying event do not meet the criteria for the extended COBRA coverage period.

The employee, spouse or dependent must obtain the disability determination from the Social Security Administration and notify the Plan Administrator of the result within 60 days of the date of disability determination and before the close of the initial 18-month period. The employee, spouse or dependent has 30 days to notify the Plan Administrator from the date of a final determination that he or she is no longer disabled.

Multiple Events. The 18-month continuation period can also be extended, if during the 18 months of continuation coverage, a second event takes place (divorce, legal separation, death, Medicare entitlement, or a dependent child ceasing to be a dependent). If this happens, the 18 months of continuation coverage will be extended to 36 months from the date of the original qualifying event. Upon the occurrence of a second event, it is the employee's, spouse's or dependent's responsibility to notify the Plan Administrator within 60 days of the event and within the original 18-month COBRA period. COBRA coverage does not last beyond 36 months from the original qualifying event, no matter how many events occur.

Other Qualifying Events. If group health coverage was lost because of the death of the employee, divorce, legal separation, Medicare entitlement, or a dependent child ceasing to be a dependent child under the University of Idaho sponsored group health plan, then the continuation coverage period is 36 months from the date of the qualifying event, if elected.

COBRA CANCELLATION

The law provides that continuation coverage may be cut short for any of the following reasons:

COBRA Initial Notification

- The University of Idaho no longer provides group health coverage to any of its employees
- The premium for continuation coverage is not paid in a timely manner
- The employee, spouse or dependent child becomes covered, after the date he or she elects COBRA continuation coverage, under another group health plan that does not contain any exclusion or limitation
 with respect to any preexisting condition he or she may have
- The employee or spouse becomes entitled to Medicare
- The employee, spouse or dependent child extended continuation coverage to 29 months due to a Social Security disability and a final determination has been made that he or she is no longer disabled
- The employee, spouse or dependent child notifies the University of Idaho Benefit Center that they wish to cancel continuation coverage.

FURTHER INFORMATION

If you have any questions, please contact the University of Idaho at 1-800-646-6174 to speak with a representative. The University of Idaho Benefits Center is available Monday through Friday from 8:00 AM to 5:00 PM, Pacific time.

University of Idaho Benefit Center
University of Idaho Benefit Center
PLEASE READ - Important information related to your benefits <uim group="" hire="" new="" template=""></uim>
Friday, October 23, 2015 1:35:13 PM

It's time to enroll in the Basic Benefits Plan for University of Idaho!

Through the program you choose various benefits that are best for you and your family.

Due to Health Care Reform, you are now eligible to join the program. This message contains all the information and instructions you need to enroll successfully, including:

1. How to access the University of Idaho benefits website?

- 2. How to learn about your benefits plan?
- 3. How to enroll in the benefits plan?

4. What happens if you do not enroll within 30 days from the notification date of your hired status?

5. What to do if you have questions?

This information is important - please read it.

1. How to access the University of Idaho benefits website?

To access the site you must go to <u>https://vandalweb.uidaho.edu</u>. Sign in using your user name and password. Under the 'Employee Tab,' you will click on University of Idaho Employee Benefits and then the myBenefits link. 2. How to learn about the University of Idaho Benefits plan?

Click on the *Learn about my benefits* link under myBenefits for comprehensive information about the plan. You are eligible due to Health Care Reform, so please review the rates for that eligibility group before making your election, You will also see the per pay cost when you make an election through the on-line enrollment process.

3. How to enroll in the University benefits plan - you have 30 days to enroll from the notification date of your hired status?

A "New Hire" link to start your enrollment will appear on the site's home page after you log in. At the end of the enrollment process, you should print your confirmation statement for your records. Your benefit selections will appear on the *View my benefits* page of the University of Idaho benefits website once your elections have been processed.

4. What happens if you do not enroll within 30 days of date of the notification date of your hired status? If you do not enroll within 30 days of the notification date, you will be automatically waived from coverage and will be unable to make changes till the next Annual Enrollment. Visit <u>http://www.uidaho.edu/benefits/Non-Board-Appointed</u> for details on the default medical coverage.

5. What to do if you have questions?

If you have questions about your coverage selections, or questions regarding the online enrollment tool, please contact the University of Idaho Benefits Center.

University of Idaho Benefits Center

P.O. Box 25429

Pittsburgh, PA 15220

Phone: 1-800-646-6174

Email: uidahobenefits@hroffice.com

Hours: Monday through Friday from 8:00 AM to 5:00 PM, Pacific Time Thank you for your cooperation. University of Idaho Benefits Center

University of Idaho Benefit Center University of Idaho Benefit Center PLEASE READ - Important Informati From:

To: Subject:

on related to your benefits <<UT GROUP NH TEMPLATE>> Date: Friday, October 23, 2015 1:22:35 PM

It's time to enroll in the Benefits Plan for University of Idahol

Through the program you choose various benefits that are best for you and your family.

You are now eligible to join the program. This message contains all the information and instructions you need to enroll successfully, including:

How to access the University of Idaho benefits website?
 How to learn about your benefits plan?
 How to enroll in the benefits plan?

4. When will I receive my insurance cards?

5. What happens if you do not enroll within 30 days from the notification date of your hired status?

6. What to do if you have questions? This information is important – please read it.

1. How to access the University of Idaho benefits website?

To access the sile you must go to https://vandalweb.uk/laho.edu. Sign in using your user name and password. Under the 'Employee Tab,' you will click on University of Idaho Employee Benefits and then the myBenefits link. 2. How to learn about the University of Idaho Benefit's plan?

Click on the Learn about my benefits link under myBenefits for comprehensive information about the plan.

3. How to enroll in the university benefits plan?

A "New Hire" link to start your enrollment will appear on the site's home page after you log in. At the end of the enrollment process you must print, complete, and return all of the necessary applications and authorization forms to the University of Idaho Benefits Center. The address appears at the end of this letter. Your benefit selections will appear on the View my benefits page of the University of Idaho benefits website once your elections have been processed. You have 30 days to enroll from the notification date of your hired status.

4. When will I receive my insurance cards?

Once your benefits are elected and your eligibility period begins, your enrollment elections will be sent to the benefit providers. Insurance cards will be sent to you directly from the insurance vendor. This process can take several weeks. If you need to see a doctor before your cards arrive, simply give the provider your SSN or Vandal number with the V replaced with a 9 and the insurance carrier can be billed. If you have any other questions, contact the Benefits Center at the number below.

5. What happens if you do not enroll within 30 days of date of the notification date of your hired status? If you do not enroll within 30 days of the notification date, you will be automatically placed in a default health plan and will be unable to make changes until the next Annual Enrollment. Visit www.uldaho.edu/benefits for details on the default medical coverage.

6. What to do if you have questions?

If you have questions about your coverage selections, or questions regarding the online enrollment tool, please contact the University of Idaho Benefits Center. University of Idaho Benefits Center

P.O. Box 25429 Pittsburgh, PA 15220 Phone: 1-800-646-6174

Email: uidahobenefits@hroffice.com

Hours: Monday through Friday from 8:00 AM to 5:00 PM, Pacific Time Thank you for your cooperation. University of Idaho Benefits Center

Sample online enrollment screen captures

Login in Screen

University of Idah	enefits
	Employee Number Password Login
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CONSENT - BAHR - SECTION II

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My Benefits Page (Forms)

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BENEFITS WEBSITE

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APPLY GIVE VISIT



Core Benefits Wellness Benefits **Retirement Plans** Other Benefits Time Away from Work **Orientation Events Current Retiree Medical** Forms

Meet Our People +

UI BENEFITS

Physical Address: 415 West 6th Street Moscow, ID 63644-

A > HUMAN RESOURCES > BENEFITS

Learn more about some exciling, lesser

Did You Know about These

University of Idaho Benefits?

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CONSENT - BAHR - SECTION II
ATTACHMENT 2



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Retiree packets

Please refer to the following page for the following sample communications:

- Birthday letters
- Summary of Medicare Benefits; the sample provided pertains to Tier 1, Plan A.

ATTACHMENT 2

University of Idaho

875 Perimeter Dr. MS 4332 Moscow, ID 83844-4332

[Generation Date Month DD, YYYY]

[Member First Name Last Name] [Address 1] [Address 2] [Address 3] [City State Zip Code]

Dear Retiree,

Happy Birthday and congratulations on your upcoming 65th birthday!

You are eligible for Medicare Parts A and B, starting the month of your 65th birthday. Your Medicare eligibility triggers very important changes to your coverage from the University of Idaho Retiree Medical Plan.

Once you are eligible for Medicare Parts A and B, claims payments will be delayed until Blue Cross of Idaho has received *proof* that you have enrolled in Medicare Parts A and B. Proof of enrollment must be in the form of a photo copy of your Medicare ID card. Please present both your Medicare card and University of Idaho Retiree Medical Plan card when seeking medical care. Ask your providers to update their systems so that Medicare is the primary payer and the University retiree coverage is the secondary payer.

After you are enrolled in Medicare Parts A and B, you will automatically be enrolled in SilverScript Employer PDP sponsored by the University of Idaho, a group Medicare Part D prescription drug plan (PDP) plus supplemental coverage from the University that provides more coverage than the standard Medicare Part D.

Birthday Letter 2016

CONSENT - BAHR - SECTION II

TAB 3 Page 129

1

University of Idaho

1.) Medicare becomes primary.

If you wish to continue coverage under the University of Idaho Plan, please be sure to contact Medicare as soon as possible to <u>elect Medicare Parts A and B</u>. You can enroll in Medicare starting 3 months before the month you reach age 65.

You **MUST** elect Medicare Parts A and B when you first become eligible to continue participation in the University of Idaho Retiree Health Plan. Unless you have a Medicare qualifying disability that qualifies you for Medicare coverage sooner, Medicare should be effective the first of the month in which you turn 65.

DO NOT enroll in an *individual* Medicare Part D plan, or any other Medicare prescription drug coverage. The University of Idaho Retiree Health Plan will automatically enroll you in SilverScript Employer PDP as your Medicare prescription drug coverage.

Even though you will automatically be enrolled in SilverScript Employer PDP sponsored by the University of Idaho, there are a couple steps you must take:

- You must check the box on the enclosed Retiree Benefit Election Form, stating that you elect to be enrolled in the Retiree Health Plan.
- You must get enrolled in Medicare Parts A and B <u>before</u> the University can
 enroll you in the prescription drug plan.

Also, if you enroll in a different Medicare prescription drug plan or a Medicare Advantage plan with prescription drug coverage, your enrollment in SilverScript Employer PDP sponsored by the University of Idaho will be cancelled.

If you fail to enroll in Medicare Parts A and B when you are first eligible, or you enroll in an individual Medicare prescription drug plan or Medicare Advantage plan with prescription drug coverage (other than SilverScript Employer PDP Birthday Letter 2016

TAB 3 Page 130

2

ATTACHMENT 2

University dIdaho

sponsored by the University of Idaho), your participation in the University of Idaho Health Plan terminates and you forfeit all rights to rejoin the Plan at a later date.

University of Idaho retirees have two separate medical plans. One plan is for retirees and their covered dependents when the retiree *has not reached* Medicare eligibility; the other plan activates for retirees and their covered dependents when the retiree *has reached* Medicare eligibility. Because you have now reached Medicare eligibility, your coverage will transition to the Retiree Medicare plan.

A summary plan description, which describes the features of your new Plan, is enclosed. Please review the new summary. Most of the Plan benefits are similar; however, there are some differences. For example, Medicare eligible retirees and their family members *do not have a Preferred Provider Organization (PPO) network* as a part of the Plan. Instead, you seek care from a provider who *accepts Medicare assignment*. If your spouse or other dependent(s) are not eligible for Medicare, they will continue to *seek care from the Blue Cross Traditional Plan Providers*. In addition, your annual medical deductible is less and your prescription drug deductible is higher in the Retiree Medicare Plan.

Amounts that have been counted or paid towards your annual deductibles, benefits or other plan maximums will be carried forward into the new plan for this contract year. This means that if you have already paid towards your deductible this plan year, you will be given credit.

2.) You will automatically be enrolled in SilverScript Employer PDP for prescription drug coverage effective [Medicare eligibility date]

Similar to the medical plan, University of Idaho retirees have two separate prescription drug plans. One plan is for retirees and dependents who are not eligible for Medicare and this plan is administered by CVS Caremark. The second plan is SilverScript Employer PDP, an approved group Medicare Part D plan with additional coverage provided by the University of Idaho to supplement the Medicare Part D Birthday Letter 2016 3

CONSENT - BAHR - SECTION II

ATTACHMENT 2

University of Idaho

benefits. The plan is administered by SilverScript Insurance Company, an affiliate of CVS Caremark.

Because you will be eligible for Medicare, the University will automatically enroll you in SilverScript Employer PDP as your retiree prescription drug coverage, effective [*Medicare eligibility date*]. Enclosed with this letter is a *Summary of Benefits* which provides an overview of SilverScript Employer PDP, how it works and the coverage it offers.

If your spouse and/or dependent child are not eligible for Medicare, their current benefit will stay the same. They will continue to use their CVS Caremark ID card. You will receive a new ID card from SilverScript for your coverage. Each member of your family needs to remember to take his or her own ID card to the pharmacy when filling a prescription.

If you have any questions about Medicare Part D or SilverScript Employer PDP, call SilverScript Employer PDP Customer Care at 1-855-539-4715, available 24 hours a day, 7 days a week. TTY users should call 1-866-236-1069.

3.) Your new Plan does not include dental coverage.

Your University of Idaho Dental coverage will end at the end of the month prior to your 65th birthday for you and all family members. However, you may elect to continue dental coverage under the University program beyond Medicare eligibility by completing the enclosed form and self-pay the premiums included in your retiree billing.

Delta Dental also offers individual plans you may purchase outside of your University medical coverage. For more information on these insurance programs, go to http://www.deltadentalid.com/files/DDID-Indiv-Brochure-WEB.pdf

or call (855) 70-DELTAID between 6:00am and 6:00pm MT.

Birthday Letter 2016

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University of Idaho

Alternatively, AFLAC offers a dental plan to active employees, retirees and their families. An AFLAC dental policy may be kept for as long you pay the premium, regardless of your age; however, it must be purchased before your 65th birthday. Please contact Jan Pollard at <u>jan pollard@us.aflac.com</u> or (208) 765-1380 for more information.

If you have any questions or wish to waive the University of Idaho Plan coverage once you have Medicare coverage, please contact Benefit Services at <u>benefits@uidaho.edu</u> or (208) 885-3616. Please remember that dropping the University Plan is an irrevocable election and that all rights for future plan participation are forfeited.

Sincerely,

Retirement Specialists

Judy and Kim

Enclosures: Medical and Dental Rate Sheets Medicare Eligible Medical Summary Plan Description Medicare Eligible Dental Summary Plan Description Silver Scripts Summary of Benefits Retiree Benefit Election Form

Birthday Letter 2016

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CONSENT - BAHR - SECTION II

ATTACHMENT 2

University of Idaho

875 Perimeter Dr. MS 4332 Moscow, ID 83844-4332

[Generation Date Month DD, YYYY]

[Member First Name Last Name] [Address 1] [Address 2] [Address 3] [City State Zip Code]

Dear Retiree,

Happy Birthday and congratulations on your upcoming 65th birthday!

You are eligible for Medicare Parts A and B, starting the month of your 65th birthday. Your Medicare eligibility triggers very important changes to your coverage under the University of Idaho Retiree Medical Plan. Once you are eligible for Medicare Parts A and B claims payments will be delayed until Blue Cross of Idaho has received proof that you have enrolled in Medicare Parts A and B. You must provide a photo copy of your Medicare card as proof of enrollment.

Please present both your Medicare card and University of Idaho Retiree Medical Plan card when seeking medical care. Ask your providers to update their systems so that Medicare is the primary payer and the University retiree coverage is the secondary payer.

1.) Medicare becomes primary.

If you wish to continue coverage under the University of Idaho Plan, please be sure to contact Medicare as soon as possible to <u>elect Medicare Parts A and B</u>. You can enroll in Medicare starting 3 months before the month you reach age 65.

Coincident with enrolling in Medicare Parts A and B, you must enroll in <u>one of the Medicare</u> Part D prescription drug plans available in your area.

Birthday Letter 2016

1

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University of Idaho

You **MUST** elect Medicare Parts A and B when you first become eligible to continue participation in the University of Idaho Retiree Health Plan. Unless you have a Medicare qualifying disability that qualifies you for Medicare coverage sooner, Medicare should be effective the first of the month in which you turn 65.

The University plan drug benefit ceases upon Medicare eligibility, therefore you should enroll in *individual* Medicare Part D prescription drug coverage.

If you fail to enroll in Medicare Parts A and B when you are first eligible, your participation in the University of Idaho Health Plan will terminate and you will forfeit all rights to rejoin the Plan at a later date.

University of Idaho retirees have two separate medical plans. One plan is for retirees and their covered dependents when the retiree *has not reached* Medicare eligibility; the other plan activates for retirees and their covered dependents when the retiree *has reached* Medicare eligibility. Because you have now reached Medicare eligibility, your medical coverage will transition to the Medicare Eligible Retiree Health Plan.

A medical plan summary, which describes the features of your new Plan, is enclosed. Please review the new summary. Most of the Plan benefits are similar; however, there are some differences. For example, Medicare eligible retirees and their family members *do not have a Preferred Provider Organization (PPO) network* as a part of the Plan. Instead, you seek care from a provider who *accepts Medicare assignment*. If your spouse or other dependent(s) are not eligible for Medicare, they will continue to *seek care from the Blue Cross Traditional Plan Providers*. In this scenario, the annual medical deductible is less.

Amounts that have been counted or paid towards your annual deductibles, benefits or other plan maximums will be carried forward into the Medicare primary plan for this contract year. This means that if you have already paid towards your deductible this plan year, you will be given credit.

Birthday Letter 2016

CONSENT - BAHR - SECTION II

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University of Idaho

2.) Your new Plan does not include dental coverage.

Your University of Idaho Dental coverage will end at the end of the month prior to your 65th birthday for you and all family members. However, you may elect to continue dental coverage under the University program beyond Medicare eligibility by completing the enclosed form and self-pay the premiums. The Delta Dental rate sheets are attached.

Delta Dental also offers individual plans you may purchase outside of your University medical coverage. For more information on these insurance programs, go to

http://www.deltadentalid.com/files/DDID-Indiv-Brochure-WEB.pdf or call (855) 70-DELTAID between 6:00am and 6:00pm MT.

Alternatively, AFLAC offers a dental plan to active employees, retirees and their families. An AFLAC dental policy may be kept for as long you pay the premium, regardless of your age; however, it must be purchased before your 65th birthday. Please contact Jan Pollard at <u>jan_pollard@us.aflac.com</u> or (208) 765-1380 for more information.

3.) UI Retiree Health Reimbursement Arrangement Plan.

A Health Reimbursement Arrangement (HRA) account will be established in your name. This account is for the retiree only (dependents are not eligible). The University of Idaho Health Reimbursement Arrangement Plan document that describes the features of this program and a FAQ sheet have been enclosed for your information.

If you have any questions or wish to waive the University of Idaho Plan coverage once you have Medicare coverage, please contact Benefit Services at <u>benefits@uidaho.edu</u> or (208) 885-3616. Please remember that waiving the University Plan is an irrevocable election and that all rights for future plan participation are forfeited.

Birthday Letter 2016

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University of Idaho

Sincerely,

Retirement Specialists

Judy and Kim

Enclosures:

Retiree Benefit Rate Sheets Medicare Eligible Medical Plan Summary Medicare Eligible Dental Plan Summary Health Reimbursement Arrangement Plan Summary Medicare Part D Reimbursement FAQ and Contact Information Retiree Benefit Election Form

Birthday Letter 2016

CONSENT - BAHR - SECTION II

4

2016 University of Idaho Retiree Rates

ER I an A dical Rates

iree Tier 1

A	No Medicare	Medicare - Retiree Only	Medicare Spouse Only	Medicare Both
ree Only	51.37	25.41	n/a	n/a
ree + Spouse	965.37	939.41	424.53	398.57
ree + Child	270.34	244.38	n/a	n/a
ree + Children	670.21	. 644.25	n/a	n/a
ree + Family	1,584.21	1,558.25	1,043.37	1,017.41

vivor Tier 1

hА	No Medicare	Survivor Medicare
vivor Only	914.00	373.16
vivor + Child	1,132.97	592,13
vivor + Children	1,532.84	992.00

intal Rates

	Mon	thly
tiree only	\$	43.23
tiree & Pre- Medicare Spouse	\$	86.46
tiree & Child	\$	60.95
tiree & Children	\$	92.51
tiree & Family, all Pre- Medicare	\$	135.74
tiree & Post Medicare Spouse	\$	86.46
tiree & Post Medicare Spouse Family	\$	135.74
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rviving Spouse only	\$	43.23
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University of Idaho

Summary of Benefits for

Medicare Eligible Retirees and Family Members

Calendar Year 2016

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Legal Disclosure:

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Your Health Information
Plan Administration and Contact Information

Every effort has been made to make certain that the information in this communication is accurate. However, this communication is only intended to give you an overview of your benefit plans and does not contain all the details about the benefits provided, exclusions and other terms and conditions of the plans. Your benefits are determined according to the official SPD. If the information in this communication differs from the SPD, the SPD will govern in all cases. The University may amend or terminate these plans or any benefits provided by these plans at any time.

Summary of Benefits for Medicare Eligible Retirees

The University of Idaho (the University) offers eligible retirees certain benefits after their University employment ends. Medical benefits are included for all eligible retirees, and eligibility for prescription drug, dental and life insurance benefits is determined based on your eligibility for Tier I, II, III, or IV retiree benefits. Dental and life insurance benefits are described in separate summaries.

The Medicare Retiree Medical Plan (the Plan) applies to you and all of your covered dependents if you are eligible for and have accepted both Medicare Parts A and B and meet other Plan eligibility requirements. You typically become eligible for Medicare Parts A and B at age 65; however, you may qualify for Medicare at a younger age if you have an eligible disability as defined by Medicare.

The Plan has the following benefits:

- Medical and Behavioral Health coverage under one of two Plan options, a standard PPO (Plan A) or a High Deductible Health Plan (Plan B);
- Prescription drug coverage may be available at retail or through mail-order, based on eligibility tier and medical plan chosen;
- Employee Assistance Program (EAP) benefits;
- Optional Dental coverage; and
- Life insurance coverage may be included based on your eligibility tier.

Important Information

The information in this summary is intended to summarize the benefits available to eligible retirees and their dependents. Additional information is available from the benefits section of the University Website or by contacting the respective plan administrators or carriers.

This summary is based on the Retiree Health and Welfare Summary Plan Description (SPD) which is available for your review at University offices during business hours. The Retiree Health and Welfare Summary Plan Description governs the benefits described in this summary. If there is any discrepancy between the descriptions in this summary and the Retiree Health and Welfare Summary Plan Description, the SPD's descriptions will always govern. You and your eligible dependents should not rely on any oral description of the benefits or references in this summary because the written terms of the SPD will always govern. To the extent not delegated, the University shall have the authority to interpret the benefit descriptions in this summary and the related SPD.

If you have any questions after reading this summary, please refer to the "Plan Administration and Contact Information" section for information on where to call.

Plan Amendments

The University can replace the group contracts through which benefit claims are paid under the Medical and Prescription Drug Plans. The University also can amend the Plan or any part of the Plan. Plan amendments may include amendments to terminate coverage for some or all employees/retirees. If the Plan or any part of the Plan is terminated, the rights of a participant covered under the Plan or any part of the Plan are limited to the payment of eligible expenses incurred prior to such termination. Any provisions of the group policy that conflict, as of the policy effective date, with the laws of the state where it is issued are automatically amended to conform to the minimum requirement of the law.

Your Medical and Prescription Drug Coverage

The University offers you two medical plans from which to choose:

Plan A (Standard PPO)

Plan B (High Deductible Health Plan or "HDHP")

Your benefits within each plan will vary based on each participant's Medicare eligibility. This table describes how your University medical benefits work:

Feature	Medicare Eligible Participants		
	University of Idaho Plan A	University of Idaho Plan B	
How eligible medical care services are covered	The University requires you enroll in Medicare Pa that time, Medicare becomes your primary covera coverage. Please review the <i>Maintenance of Ben</i> When you incur an eligible medical expense, you maximum allowable charge for services. Then, th between the Medicare payment and the amount t no coordination with Medicare. Keep in mind, the your deductible. Please see the <i>Medicare Eligible Medical Plan Co</i> coverage information.	age; the University plan is your secondary efits section for more information. r benefits will be determined by the Medicare's e University plan may pay up to the difference hat the plan would have paid had there been plan will pay benefits once you have satisfied	

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CONSENT AGENDA DECEMBER 15, 2016

Feature	Medicare Eligible Participants		
	University of Idaho Plan A	University of Idaho Plan B	
How eligible prescription drugs are covered	If you are a Tier 1 retiree, you continue your prescription drug coverage through Plan A. The University will enroll you in a <i>Group</i> Medicare Part D Plan, please review the separate Prescription <i>Drug Benefits plan</i> <i>summary</i> for more information. All other retirees need to enroll in Medicare Part D to receive prescription drug benefits. Tier II and III retirees receive a University stipend to help pay for Medicare Part D coverage.	Plan B does not provide any prescription drug benefits to Medicare eligible individuals. Enroll in Medicare Part D to receive prescription drug benefits.	
Network providers	Plan A is considered an "Open Access PPO" plan. This means you may see any provider you choose, either in-network or out-of- network, without a reduction of benefit. However, you receive discounted rates, and you pay less out of your pocket, when you visit an in-network provider.	Plan B is considered an "Open Access PPO" plan. This means you may see any provider you choose, either in-network or out-of-network, without a reduction of benefit. However, you receive discounted rates, and you pay less out of your pocket, when you visit an in-network provider.	
Opportunity to contribute to a Health Savings Account	No	No	

How do I locate in-network providers?

To locate a provider in your area, please visit the Blue Cross of Idaho Web site at **www.bcidaho.com**. Click on "Find a Provider" and you will be taken to the searchable directory. You may also contact the Customer Services Department listed on your ID card to locate providers in or out of your area.

Medicare Medical Plan Coverage At-a-Glance Chart

This section provides you with detailed information on medical coverage for Medicare-eligible participants.

Please note that while the chart provides a list of covered services, it is important to contact Blue Cross of Idaho before a service is provided to be sure it is covered and to determine if any special requirements need to be met, such as preauthorization. Contact Blue Cross of Idaho by calling the number listed on your ID card. Additionally, please review the *What the Medical Plans Cover* section of the SPD for more detailed information.

Medicare Medical Plan Coverage At-a-Glance Chart		
Benefit	University of Idaho Plan A	University of Idaho Plan B
Annual deductible (you pay)	\$300 per individual	\$1,500 per individual
Preventive care/wellness services (plan pays)	You pay nothing for eligible, in-network care; plan pays 100% of the maximum allowance	You pay nothing for eligible, in-network care; plan pays 100% of the maximum allowance
cholesterol panel, chem tuberculosis skin or tine mammogram, colonosco (Chlamydia, Gonorrhea, assessment, genetic col	Annual physical examinations including Pap istry panel, diabetes screening, urinalysis, co test, uric acid, GGT (liver function test), scre opy/sigmoidoscopy, thyroid stimulating hormo- HIV,HPV, Syphilis, Tuberculosis), aortic and unseling for high-risk family history of breast order screening, smoking cessation counselir	omplete blood count, bone density, ening EKG, preventive screening one, transmittable disease screening eurysm ultrasound, alcohol misuse or ovarian cancer, health risk assessment
	II-child care – Routine or scheduled well-ba newborn hearing test, and screening examin	
 Maternity benefits – Ur screening, Diabetes Scr 	ine culture, Hepatitis B virus screening, iron eening.	deficiency screening, Rh (D) incompatibility
Hepatitis A, Hepatitis B, Meningococcal, Mumps,	vel vaccines – Accellular Pertussis, Cholera Human Papilloma Virus (HPV), Influenza, H Plague, Pneumococcal (pneumonia), Polior hus, Varicella (Chicken Pox), Yellow Fever a	1N1, Japanese Encephalitis, Measles, nyelitis (polio), Rotavirus, Rubella, Tetanus,
 Hearing examination - period. 	Limited to one routine exam by a qualified m	edical provider per participant per benefit
 Breastfeeding Support Prior Authorization 	- Breastfeeding support and supply service:	s, Hospital Grate Breast Pumps require a
Domestic Violence - Se	creening and assessment for interpersonal a	nd domestic violence
Out-of-pocket maximum (Once the deductible is sati pays for 100% of covered s	sfied, coinsurance is paid until the out-of-poo ervices)	cket maximum is satisfied, then the plan
	\$2,600 per individual	\$3,100 per individual
Lifetime benefit maximum	Unlin	nited

ATTACHMENT 2

	Medicare Medical Plan Coverage At-a-Glance Chart	
Benefit	University of Idaho Plan A	University of Idaho Plan B
Ambulance transportation services (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible

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Medicare Medical Plan Coverage At-a-Glance Chart				
Benefit	University of Idaho Plan A	University of Idaho Plan B		
Behavioral health benef	its			
Inpatient services (you pay)	20% of the maximum allowance after the deductible, and \$100 per day copayment up to 3 days per year	30% of the maximum allowance, after the deductible		
Outpatient psychotherapy services (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible		
Facility and other professional services (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible		
Blood service (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible		
Colonoscopy/sigmoidos	сору			
Preventive screening (plan pays)	You pay nothing; plan pays 100% of the maximum allowance	You pay nothing; plan pays 100% of the maximum allowance		
Diagnostic service (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible		
Contraceptive services (you pay)			
Bariatric Surgery	\$1,500 Deductible, then 20% of the maximum allowance after the deductible	\$1,500 Deductible, then 30% of the maximum allowance after the deductible		
Birth control pills	See the <i>Prescription Drug Benefits</i> section for more information	Not covered		
Diaphragms & IUD	In Network services are covered at 100%,	In Network services are covered at 100%		
Depo Provera injections	Out of Network services: 20% of the maximum allowance, after the deductible	Out of Network services:,30% of the maximum allowance, after the deductible		
Dental services, related to accidental injury (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible		
Diabetes self-management education (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible for in-network services		
Limited to \$500 per benefit period				
Diagnostic services you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible		
Excluding eligible wellness and preventive care services				
Durable medical equipment you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible		
Emergency services you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible		

University of Idaho University of Idaho		
Benefit	Plan A	Plan B
Hearing aid appliances and fitting exams	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Limited to \$800 per participant per lifetime by a qualified medical provider		
Home health skilled nursing services	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Hospice services	20% of the maximum allowance, after the deductible (only from a contracted Hospice)	30% of the maximum allowance, after the deductible
Hospital services (you pay) – Inpatient – Outpatient – Special services	20% of the maximum allowance, after the deductible Inpatient Services: responsible for 20% co- insurance and \$100 per day copayment up to 3 days per year	30% of the maximum allowance, after the deductible
Implantables (for purpose of contraception)	In Network Plan pays 100%, Out of Network Plan pays Plan Pays 100% maximum allowance, after the \$100 copay	In Network Plan pays 100%, Out of Network 30% of the maximum allowance, after the deductible
Injections (including allergy injections) (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Inpatient physical rehabilitation care (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Vlammogram services	,	
Preventive screening (plan pays)	You pay nothing; plan pays 100% of the maximum allowance for in-network services	You pay nothing; plan pays 100% of the maximum allowance for in-network services
Diagnostic service you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Maternity services (you pay) See Bright Beginnings Early Prenatal Management Program section for more Information	 Physician services: \$250 copayment, the plan pays 100% (not subject to deductible or coinsurance) Hospital services: 20% of the maximum allowance after the deductible, \$100 per day copayment up to 3 days per year 	30% of the maximum allowance, after the deductible
<i>l</i> ledical services you pay) Inpatient Outpatient	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Dutpatient cardiac ehabilitation services you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible

	Medicare Medical Plan Coverage At-a-	Glance Chart
Benefit	University of Idaho Plan A	University of Idaho Plan B
Outpatient pulmonary rehabilitation services (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Outpatient rehabilitation therapy services (you pay) - Chiropractic care services - Occupational therapy - Physical therapy - Respiratory therapy - Speech therapy	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Post-mastectomy/ lumpectomy reconstructive surgery (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Prescription drug services (Tier I participants only)	CVS Caremark manages prescription drug benefits; please see the <i>Prescription Drug</i> <i>Benefits</i> section for more information	Not covered
Selected therapy (you pay)	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Skilled nursing facility (you pay) Limited to 30 inpatient days per benefit period	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible
Smoking cessation serv	ices (you pay)	
Counseling	100% of the maxim	ium allowance
Medications	50% of the maxim	um allowance
Temporo-mandibular Joint (TMJ) Syndrome Services (you pay) Up to lifetime benefit of \$2,000 (in- and out-of- network) per participant	50% of the maximum allowance, after the deductible	50% of the maximum allowance, after the deductible
Transplant services (you pay) Limited to a lifetime benefit limit of \$5,000 for related living expenses	20% of the maximum allowance, after the deductible	30% of the maximum allowance, after the deductible

Please refer to the SPD available on the Benefit Website or in the Human Resources office for further explanation on general benefit information.

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Medicare Prescription Drug Coverage At-a-Glance Chart

Tier	Medicare Eligible		
	University of Idaho Plan A	University of Idaho Plan B	
1	Participants receive prescription drug benefits with University medical benefits. The University will enroll you in a <i>Group</i> Medicare Part D Plan.	Participants need to enroll for prescription of benefits through Medicare Part D.	
U	Participants need to enroll for prescription drug benefits through Medicare Part D.		
	Participants receive a stipend from the University to help pay for coverage. See the <i>How to Enroll for</i> <i>Coverage</i> section in the SPD for more information.		
IV	Participants need to enroll for prescription drug benefits the for Coverage section in the SPD for more information.	brough Medicare Part D. See the How to Enroll	

Plan A - Tier I Retirees

You pay for the full cost of prescription drugs until you meet the per-individual deductible (or two individual deductibles per family).

Medicare Deductible:

- \$225 individual
- \$450 family

Once you meet the deductible, you will pay 25% coinsurance for your prescription drugs from the retail pharmacy. However, your coinsurance amount will be subject to a minimum and maximum copayment. If you order from the mail order pharmacy, you will pay a flat dollar copayment. This table shows your costs after you've met the deductible. Please see separate SilverScript Plan summary for additional information.

Plan B

Plan B prescription drug coverage is not available to Medicare eligible employees.

		Medicare Pla	n Options for Re	tirees in Tier I	
	University of Idaho Plan A			University of Idaho Plan B	
	Retail F	harmacy	Mail Order	Retail Pharmacy	Mail Order
Feature	30-day or less supply through SilverScript pharmacies	90 day or less supply through SilverScript pharmacies	90-day supply through SilverScript	30-day or 90-day or less supply through SilverScript pharmacies	90-day supply through SilverScript
Generic	25% \$12 minimum / \$25 maximum	25% \$36 minimum/ \$75 maximum	\$36	No coverage	
Formulary Brand Name*	25%* \$25 minimum / \$75 maximum	25%* \$75 minimum / \$225 maximum	\$75		
Non-formulary Brand* Name	25%* \$40 minimum /	25%* \$120 minimum /	\$120		

		Medicare Pla	an Options for Ret	tirees in Tier I	
		University of Idaho Plan A		University of Idaho Plan B	
	Retail F	harmacy	Mail Order	Retail Pharmacy	Mail Order
Feature	30-day or less supply through SilverScript pharmacies	90 day or less supply through SilverScript pharmacies	90-day supply through SilverScript	SilverScript throu	90-day supply through SilverScript
	\$100 maximum	\$300 maximum		=	

Participating in the Plan

Eligible Dependents

If you elect retiree medical benefits for yourself, you may enroll your eligible dependents that were enrolled for coverage under your active benefits on the date you retire. In addition, dental coverage for dependents must mirror the retiree's coverage, regardless of Medicare eligibility or tier. Prescription Drug coverage will depend upon the individuals Medicare eligibility, for example if a dependent is not Medicare eligible their prescription coverage will be supplied by CVS Caremark, whereas the Medicare eligible retiree's coverage will be supplied by SilverScript.

To qualify as an eligible dependent, a person must be one of the following:

Your spouse under a legally valid marriage (a legally valid marriage includes an oppositegender marriage or common-law union that began in Idaho prior to January 1996, or a commonlaw relationship that is valid in another state and is recognized by Idaho state law).

- A spouse who is covered by the University of Idaho's active benefit plan may be enrolled in the retiree health plan upon his or her separation from a benefits-eligible position and/or retirement if:
 - He or she was eligible as your dependent at the time of your retirement, and
 - You request to add your spouse to your coverage within 30 days of his or her separation from a benefits-eligible position and/or retirement.

A child under the age of 26. For purposes of the plan, a "child" means your:

- · Biological child,
- · Legally adopted child or a child placed with you for adoption,
- · Stepchild,
- · Child for whom you are the legal guardian, and/or
- Child who is required to be covered by a Qualified Medical Child Support Order (QMCSO)

Coverage will terminate for your child on his or her 26th birthday unless he or she is incapable of self-support because of a physical or mental disability that began prior to age 26. You must apply for this continuation within 31 days after the child reaches age 26.

If you die, your surviving spouse or child(ren) are not eligible for coverage if they are eligible for coverage under another employer's health plan — as either the primary subscriber or a dependent. Waiving coverage under another employer's plan also will result in a loss of eligibility for the Retiree Health Program.

If your spouse remarries, he or she may continue retiree health plan participation assuming he or she meets all other eligibility requirements. A new spouse of a former covered dependent spouse, or any other newly acquired dependent, may not be added to the Retiree Health Program. However, a dependent child of the retiree who is born after the death of the retiree may be added within 60 days of birth.

Coverage Levels

For medical and dental coverage, you can enroll in any of the tiers below when initially eligible:

Retiree Only,

Retiree + Spouse,

Retiree + Child,

Retiree + Children, and

Employee + Spouse + Child(ren).

Making Changes

In general, the benefit elections you make when you initially enroll will remain in effect permanently. You may be permitted to change whom you cover for benefits under certain circumstances, including:

- Your marriage, divorce (including annulment) or legal separation,
- · A child's birth, adoption or placement for adoption,
- Receipt of a Qualified Medical Child Support Order (QMCSO) requiring you to provide coverage for a child,
- · Death of your spouse or child,
- Your child reaching the maximum age for coverage (age 26).

If you have an eligible change and want to make a change to whom you cover, you must make the allowed change(s) within 30 days of the event. If you have had a baby, adopted a child or had a child placed for adoption with you, you must make your election changes within 60 days of the birth, adoption or placement for adoption. You may only change whom you provide coverage for – you may not change your plan elections.

You Must Enroll in Coverage

When you retire, you must complete the Benefit Election Form and return it to the University of Idaho. You will not have an opportunity to change your election. *Please note: there is not an annual enrollment period for retirees.*

How You Pay for Coverage

You will receive monthly billing statements from the University of Idaho Benefits Center detailing your payment options.

ID Cards

You and your covered dependents will receive identification cards for medical, prescription drug and dental when your coverage begins. You may request additional cards; each person enrolled on the SilverScript prescription plan will have their own Prescription card and I.D. number.

Remember to carry your ID cards with you at all times. If a provider wants to verify your or your dependent's coverage, have him or her call the number listed on the ID card. In addition, you

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should use your ID card to contact Blue Cross of Idaho and determine if you need preauthorization.

If You Move

Contact the University of Idaho Benefits Center to update your information: P.O. Box 25429 Pittsburgh, PA 15220

Phone: 1-800-646-6174 or 208-885-3697 Email: uidahobenefits@hroffice.com

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Medical Management Program

Blue Cross of Idaho's medical management program helps ensure that you receive the right care in the right place at the right time.

Medical management helps you better manage your health, your healthcare and your costs. There are many benefits of medical management, including less work or school missed due to illness, enjoying a better quality of life, staying healthy and living longer. Additionally, you may save money by paying less out of your pocket for healthcare expenses.

The medical management program consists of a number of programs and provisions discussed in this section, including:

- · Care management,
- Preauthorization (Medical only)
- · Non-emergency preadmission notifications,
- · Emergency notifications,
- Continued stay review,
- Discharge planning,
- · Disease management, and
- Bright Beginnings Early Prenatal Management Program.

Care Management

The care management program helps you coordinate care before, during and after treatment to ensure continuity of care for participants. It is a collaborative process among Blue Cross of Idaho, participants and providers. The program will help ensure you and your providers know what the plan will cover.

Preauthorization

The preauthorization program is designed to ensure you get the most appropriate, cost-effective care for your condition(s). Under the program, Blue Cross of Idaho determines whether certain services and supplies are medically necessary or otherwise meet the requirements for plan coverage. Services that are authorized by Blue Cross of Idaho will be covered subject to all the other terms and conditions of the plan. Services that are not authorized by Blue Cross of Idaho will not be covered, and you will be financially responsible if you choose to receive those services.

Generally, the provider will obtain the preauthorization, particularly if you use an in-network provider. However, if you use an out-of-network provider, it is your responsibility to make sure that the preauthorization is obtained. If your in-network provider fails to obtain the appropriate preauthorization, you will not be held responsible for the charges if the services are not authorized.

In-network providers should work with Blue Cross of Idaho to complete any preauthorization requirements. However, it is always a good idea to check and ensure preauthorization has been completed.

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When You Have Other Coverage (Maintenance of Benefits)

If you or your eligible dependents are covered by more than one medical plan, reimbursements are coordinated between plans so benefits are not duplicated.

How the Plans Coordinate Coverage

Your medical benefits plan has maintenance of benefits (MOB) provision. This provision coordinates benefit payments from all medical plans that cover you and your eligible dependents, so that plan benefits are maintained at the level set by this plan after payments from all sources of coverage have been considered.

When you have a claim for expenses covered by two or more plans, one plan pays benefits first. This is known as the primary plan. The other plan(s), called the secondary plan(s), then determines how much of the covered services, if any, are to be paid from the secondary plan(s). The Order of Benefit Determination rules in the SPD govern which plan will be considered primary and pay first, and which plan(s) will be considered secondary.

A "plan" is any of the following that provides benefits or services for medical or dental care or treatment:

- · Group and non-group insurance contracts,
- Health maintenance organization (HMO) contracts,
- Closed panel or other forms of group or group-type coverage (either insured or uninsured),
- · Medical care components of long-term care contracts, such as skilled nursing care,
- Medical benefits under group or individual automobile contracts, and
- · Medicare or any other federal governmental plan, as permitted by law.

If separate plans are used to provide coordinated coverage for a group member, the separate plans are considered parts of the same plan, and there is no MOB among those separate plans.

A plan does not include:

- · Hospital indemnity coverage or other fixed indemnity coverage,
- · Accident-only coverage,
- · Specified disease or specified accident coverage,
- · Limited benefit health coverage, as defined by state law,
- School accident-type coverage,
- · Benefits for non-medical components of long-term care policies,
- · Medicare supplement policies, or
- · Medicare or any other federal governmental plan, unless permitted by law.

When this medical benefits plan is primary, it pays or provides its benefits according to this plan's terms of coverage and without regard to the benefits of any other plan.

When this medical benefits plan is secondary, it pays the amount necessary to ensure that the total combined amount you receive from this medical benefits plan and the primary plan is no greater than the amount you would have received under this medical benefits plan alone.

Example of Secondary Plan Payment

Under the Order of Benefit Determination Rules, if your enrolled spouse also has medical coverage through his or her employer, your spouse's employer's plan will be the primary payer. The University's benefit plan will be the secondary payer. This means the University's benefit plan will pay up to the amount allowed under this plan's coverage *less* the amount the primary plan already has paid.

For example, let's say that the University's benefit plan provides 80 percent coverage, your spouse's plan covers 50 percent, and your spouse has a covered, payable expense of \$100. Your spouse's primary plan will pay 50 percent of the charge (\$50), and the University's benefit plan will then pay 80 percent of the charge *less* \$50 (in this case, \$30) toward the remaining eligible expense.

But if your spouse's plan pays 80 percent and the University's benefit plan also allows 80 percent, no payment will be made by the University's benefit plan; this is because the maximum benefit of 80 percent has already been paid for the service.

Coordination of Benefits with Medicare

When you or your dependent reaches age 65 or becomes disabled, you or your dependent (as applicable) may be eligible for Medicare benefits. Medicare generally provides coverage for people age 65 or older, as well as for people entitled to Social Security disability benefits and those with end-stage renal disease. Once you become eligible for Medicare, Medicare will become your primary medical coverage and your University retiree medical coverage will become your secondary coverage (note that there is a limited exception in the case of end-stage renal disease).

Once you become eligible for Medicare, you should enroll in Medicare Parts A and B to remain eligible for the University of Idaho Retiree Health Plan. That is because the Retiree Medical Plan integrates with Medicare on a maintenance of benefits basis as if you were enrolled in both Parts – even if you are not. If you do not enroll in Medicare Parts A and B, you may not receive the benefits you are entitled to and, therefore, may end up paying more for your medical care. In addition, you may be subject to late enrollment penalties if you don't enroll in Medicare when first eligible.

You should apply for Medicare two to three months before reaching age 65. Contact your local Social Security office before you reach age 65 for more information about Medicare and your eligibility.

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Employee Assistance Plan (EAP)

The Employee Assistance Program (EAP) is a free, confidential service that provides eligible retirees and their families with the opportunity to discuss personal problems with a professional counselor, receive unlimited telephone and Internet access to resource and referral information, and obtain other self-help information.

You do not have to enroll in a medical plan to participate in the EAP. However, if you are enrolled in a medical plan, you may be able to maximize your benefits by accessing the free services of the EAP before using behavioral health benefits, which require you to pay a share of the cost.

Services Provided

The EAP's Master's-level, licensed professional counselors are available to you and your family 24 hours a day, 365 days a year. Counselors can help with any situation that creates stress including:

- · Family problems,
- Stress/anxiety,
- · Personal relationships,
- · Depression,
- · Grief,
- Anger management,
- Substance abuse,
- · Legal concerns,
- · Finances,
- · Workplace,
- · Aging, and
- Abuse.

How the Program Works

You can call the EAP at **1-800-999-1077**, 24 hours a day, 365 days a year. For online services go to **www.apshelplink.com** (University code: UI1), and for networked providers and company information go to **www.apshealthcare.com**.

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Your Health Information

This section summarizes how medical information about you may be used and disclosed. It also describes how you can access this information.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires health plans to notify plan participants and beneficiaries about its policies and practices to protect the confidentiality of their health information. This section is intended to satisfy HIPAA's requirement to provide you with notice that the University complies with the HIPAA privacy rules with respect to safeguarding your health information that is created, received or maintained by the University's healthcare plans.

The University's healthcare plans need to create, receive and maintain records that contain health information about you to administer the plans and provide you with healthcare benefits. Under the HIPAA privacy rules, the University's healthcare plans may use and disclose health information about you.

The University's Pledge Regarding Health Information Privacy

The privacy policy and practices of the University's healthcare plans protect the confidential health information that identifies you or could be used to identify you and relate to a physical or mental health condition or the payment of your healthcare expenses. This individually identifiable health information is known as "protected health information" (PHI). Your PHI will not be used or disclosed without a written authorization from you, except as described in this notice or as otherwise permitted by federal and state health information privacy laws.

Additional information about HIPAA privacy rules are provided to you in a Privacy Notice that you receive periodically.

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Plan Administration and Contact Information

Plan Administrator:	University of Idaho 875 Perimeter Drive MS 4322 Moscow, ID 83844-4322 (208) 885-3697 www.uidaho.edu/benefits	
Plan Year;	The plan records are administered on a contract year basis beginning January 1 and ending December 31 of each year.	
Agent for Service of University of Idaho (Physical Address) Legal Process: 415 W. 6 th Street Moscow, ID 83844-4332 875 Perimeter Drive MS 4332 (Mailing Address) Moscow, ID 83844-4332		
Employer Identification Number:	82-6000945	

While the University expects to continue the program indefinitely, it reserves the right to amend, modify, suspend or terminate the program or any of the plans at any time in its sole discretion for active or former employees, as well as for COBRA participants. The University also reserves the right to change the amount of required retiree contributions for coverages under the benefit programs described in this document.

An amendment or termination of the program may affect not only the coverage of active employees (and their covered dependents) but also of COBRA participants and former employees, who retired, died or otherwise terminated employment. A plan change may transfer plan assets and debt to another plan or split the plan into two or more parts. If the University does change or end a plan, it may decide to set up a different plan.

Every effort has been made to make certain that the information in this communication is accurate. However, this communication is only intended to give you an overview of your benefit plans and does not contain all the details about the benefits provided, exclusions and other terms and conditions of the plans. Your benefits are determined according to the official SPD. If the information in this communication differs from the SPD, the SPD will govern in all cases. The University may amend or terminate these plans or any benefits provided by these plans at any time.

University of Idaho

Summary of Dental Benefits for Eligible Retirees

Calendar Year 2016

Legal Disclosure:

Every effort has been made to make certain that the information in this communication is accurate. However, this communication is only intended to give you an overview of your benefit plans and does not contain all the details about the benefits provided, exclusions and other terms and conditions of the plans. Your benefits are determined according to the official SPD. If the information in this communication differs from the SPD, the SPD will govern in all cases. The University may amend or terminate these plans or any benefits provided by these plans at any time.

CONSENT - BAHR - SECTION II

Dental Coverage

Dental coverage encourages you and your family to take good care of your teeth and gums. You may continue dental coverage for yourself and your eligible dependents. What you pay for dental coverage depends on the coverage Tier for which you are eligible. Please see the *Eligibility* section in the Retiree Health and Welfare Summary Plan Description (SPD) for more information.

Please note: Dental coverage for dependents must mirror the retiree's coverage, regardless of Medicare eligibility or tier.

Delta Dental of Idaho administers all dental plan options and provides access to its Premier and PPO networks of dental providers. (The PPO network provides the best discount.)

How the Plan Works

The plan pays a percentage of eligible dental charges. As a plan participant, you may visit any dentist you choose — a Delta Dental network provider, *or* a non-network dentist. Delta Dental has two participating provider networks: Delta Dental Premier and Delta Dental PPO. Some dentists participate in both networks.

However, when you use a Delta Dental participating provider:

- You don't have to file claim forms;
- · You typically pay less for services because the provider charges a negotiated rate; and
- You cannot be billed for any charges above the negotiated fee the provider has agreed to charge.

If you use a **non-participating dentist**, you may need to pay additional out-of-pocket expenses. If the dentist is a non-participating dentist, Delta Dental will base the benefit on the lesser of the submitted amount or Delta Dental's non-participating dentist fee. It is your responsibility to make full payment to the non-participating dentist for charges above Delta Dental's non-participating dentist fee.

How to Locate Delta Dental Participating Dentists

You can find names of Delta Dental participating providers by logging on to **www.deltadentalid.com.**

Annual Deductible

The dental plan has an annual deductible you must satisfy before the plan will pay benefits for certain services during that calendar year. There is *no deductible* for Class I services.

Annual Maximum Benefit

The maximum total benefit that the plan will pay annually for each covered person for covered services.

Dental Plan Coverage At-a-Glance Chart

The following table summarizes the coverage available under the dental plan. You will see that dental benefits fall into four "classes" of covered services. Additionally, please review the *What the University of Idaho Dental Plan Covers* section of the SPD for more detailed information.

Dental Plan Benefits			
Annual Deductible (you pay)	You pay \$50 per covered person for covered services, up to a maximum deductible of \$150		
Annual Maximum Benefit	\$1,000 per covered person		
Class I Benefits – Diagnostic services – Preventive services – X-rays	Plan pays 100%, not subject to the deductible*		
Class II Benefits – Oral surgical services – Endodontic services – Periodontic services (including periodontal cleaning) – Minor restorative services	Plan pays 80% after the deductible*		
Class III Benefits** – Major restorative services – Prosthodontic services	Plan pays 50% after the deductible*		
Class IV Benefits: Orthodontia	Not covered		

* For services provided by non-participating dentists, plan benefit payments are based on the lesser of the submitted amount or Delta Dental's non-participating dentist fee.

** A one-year waiting period applies to receive coverage for Class III services. Participation under the active dental plan satisfies the one-year waiting period.

Predetermination Review

To help you and your dentist know in advance how much the plan will pay for a specific treatment, ask your dentist to submit a predetermination review form outlining the proposed services and expected costs. Although not required, predetermination reviews are strongly encouraged when expenses are expected to exceed \$200.

Contact Information:

Delta Dental of Idaho, Inc. Policy #: 1530

P.O. Box 2870 Boise, ID 83701 (800) 356-7586 www.deltadentalid.com

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ATTACHMENT 2

Jniversity of Idaho



P.O. Box 52424, Phoenix, AZ 85072-2424

2016 Summary of Benefits

SilverScript Employer PDP sponsored by The University of Idaho

a Medicare Prescription Drug Plan (PDP) offered by SilverScript[®] Insurance Company with a Medicare contract

January 1, 2016 - December 31, 2016

Y0080_52001_SB_CLT.UOI_2016

CONSENT - BAHR - SECTION II
ATTACHMENT 2

SECTION I – Introduction to Summary of Benefits

SilverScript Employer PDP sponsored by The University of Idaho (SilverScript) is a Medicareapproved Part D prescription drug plan with additional coverage provided by The University of Idaho to improve the Part D benefits. The Plan is offered by SilverScript[®] Insurance Company which is affiliated with CVS/caremarkTM, The University of Idaho's pharmacy benefit manager.

This booklet gives you a summary of what we cover and what you pay. It doesn't list every service that we cover or list every limitation or exclusion. To get a complete list of services we cover, call us and ask for the *Evidence of Coverage*.

You have choices about how to get your Medicare prescription drug benefits

The University of Idaho is offering you a plan not offered to the public. As a Medicare beneficiary, you can choose from different Medicare prescription drug coverage options:

- SilverScript Employer PDP sponsored by The University of Idaho
- Coverage through a different Medicare Part D prescription drug plan
- Coverage through a Medicare Advantage Plan (like an HMO or PPO) or another Medicare health plan that offers Medicare prescription drug coverage. You get all of your Part A and Part B coverage, and prescription drug coverage (Part D), through these plans.

You make the choice. If you decide <u>not</u> to be enrolled in SilverScript, you will permanently lose both your medical and prescription drug coverage from The University of Idaho along with your tier 1 life insurance benefits (if applicable). You will not be able to re-enroll in the plan in the future. If you are the retiree, your spouse and any other eligible dependents also will permanently lose their medical and prescription drug coverage.

Tips for comparing your Medicare choices

This *Summary of Benefits* booklet gives you a summary of what SilverScript covers and what you pay.

- If you want to compare SilverScript with other Medicare health plans, ask the other plans for their *Summary of Benefits* booklets.
- You can also find information about Medicare plans in your area other than SilverScript by using the *Medicare Plan Finder* on Medicare website. Go to http://www.medicare.gov and click "find health & drug plans." There you can find information about costs, coverage and quality ratings for Medicare plans.
- If you would like to know more about the coverage and costs of Original Medicare, review your current *Medicare & You* handbook. View it online at http://www.medicare.gov or get a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.
- For the details about the Medicare Part D portion of your plan, please call SilverScript Customer Care and ask for the *Evidence of Coverage*.

Information in this booklet

- Things to Know About SilverScript
- Monthly Contribution, Deductible, and Limits on How Much You Pay for Covered Services
- Prescription Drug Benefits

This document is available in other formats such as Braille and large print. This document may be available in languages other than English. For additional information, call us at 1-855-539-4715, 24 hours a day, 7 days a week. TTY users should call 711.

Este documento está disponible en otros formatos tales como Braille y en letras grandes. Este documento podría estar disponible en un idioma distinto al inglés. Para obtener información adicional, llámenos al 1-855-539-4715, las 24 horas del día, los 7 días de la semana. Los usuarios de teléfono de texto (TTY) deben llamar al 711.

Things to Know About SilverScript

SilverScript Phone Numbers and Website

- If you are a member of this plan, call toll-free 1-855-539-4715. TTY users should call 711.
- If you are not a member of this plan, call toll-free 1-866-425-5921. TTY users should call 711.
- Our website: uoi.silverscript.com.

Hours of Operation

You can call us 24 hours a day, 7 days a week.

Who can join?

To join SilverScript, you must

- Be entitled to Medicare Part A and/or enrolled in Medicare Part B, and
- Live in our service area which is the United States and its territories, and
- Meet any additional requirements established by The University of Idaho.

Which drugs are covered?

The plan will send you a list of commonly used prescription drugs selected by SilverScript and **covered under the Medicare Part D portion of the plan**. This list of drugs is called a *Formulary*.

You may review the complete formulary for the Medicare Part D portion of the plan and any restrictions on our website at uoi.silverscript.com. Or, call SilverScript Customer Care and you will be sent a copy of the formulary. This formulary does not include drugs covered through the additional coverage provided by The University of Idaho.

The formulary can change throughout the year. Drugs may be added or removed or restrictions may be added or changed. These restrictions include:

• Quantity Limits (QL)

For certain drugs, SilverScript limits the amount of the drug that it will cover.

• Prior Authorization (PA) SilverScript requires you or your physician to get prior authorization for certain drugs. This means that you will need to get approval from us before we fill your prescription. If you don't get approval, SilverScript will not cover the drug.

• Step Therapy (ST)

In some cases, SilverScript requires you to first try a certain drug to treat your medical condition before we will cover another drug for that condition. For example, if Drug A and Drug B both treat your medical condition, SilverScript will not cover Drug B unless you try Drug A first. If Drug A does not work for you, SilverScript will then cover Drug B.

How will I determine my drug costs?

SilverScript groups each medication into one of three tiers:

- Generic drugs (Tier 1) most cost effective drugs to buy. The active ingredients in generic drugs are exactly the same as the active ingredients in brand drugs whose patents have expired. They are required by the Food and Drug Administration (FDA) to be as safe and effective as the brand drug.
- **Preferred Brand drugs (Tier 2)** brand drugs that do not have a generic equivalent and are included on a preferred drug list. They are usually available at a lower cost than Non-Preferred Brand drugs.
- Non-Preferred Brand drugs (Tier 3) brand drugs that are not on a preferred drug list and usually are a high cost.

You will need to use your formulary to find out the tier for your drug or if there are any restrictions on your drug, as well as to determine how much it will cost you. The amount you pay depends on the drug's tier and whether you are in the Deductible, Initial Coverage, Coverage Gap or Catastrophic Coverage stage. If the actual cost of a drug is less than the normal cost-sharing amount for that drug, you will pay the actual cost, not the higher cost-sharing amount.

Additional drugs covered by The University of Idaho

Through the additional coverage provided by The University of Idaho, you are covered for certain Part D drugs that are not covered on the SilverScript formulary. You also have coverage for drugs that Medicare will not cover, such as:

- Prescription drugs when used for anorexia, weight loss or weight gain
- Prescription drugs when used for the symptomatic relief of cough or cold
- Prescription vitamins and mineral products not covered by Part D
- Prescription drugs when used for the treatment of sexual or erectile dysfunction
- Over-the-counter drugs and diabetic supplies not covered by Part D

These drugs are not subject to the appeals and exceptions process and your deductible or copayments will not count toward your Medicare total drug costs or Medicare out-of-pocket costs. Please contact SilverScript Customer Care for any questions regarding your additional coverage from The University of Idaho.

Which pharmacies can I use?

The plan has a network of pharmacies, including retail, mail-order, long-term care and home infusion pharmacies.

The pharmacies in our network can change at any time. To find a network pharmacy near your home or where you are traveling in the United States or its territories, use the pharmacy locator tool on the website at uoi.silverscript.com or call SilverScript Customer Care at 1-855-539-4715, 24 hours a day, 7 days a week. TTY users should call 711.

You must use a network pharmacy to have your coinsurance or copayments count toward your Medicare total drug costs or Medicare out-of-pocket cost, unless it is an emergency or non-routine circumstance.

If you use an out-of-network pharmacy, you may have to pay the full cost of the drug at the pharmacy. In this case, you must complete a paper claim and send it to requesting the plan for reimbursement. You will be reimbursed the cost of the drug less your coinsurance or copayment.

Please note: Veterans Affairs (VA) pharmacies are not permitted to be included in Medicare Part D pharmacy networks. The federal government does not allow you to receive benefits from more than one government program at the same time.

If you are eligible for VA benefits, you may still use VA pharmacies under your VA benefits. However, the cost of those medications and what you pay out-of-pocket will not count toward your Medicare out-of-pocket costs or Medicare total drug costs. Each time you get a prescription filled, you can compare your University of Idaho benefit through SilverScript to your VA benefit to determine the best option for you.

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Section II - Summary of Benefits

How Medicare Part D Stages Work

The standard Medicare Part D plan has four stages or benefit levels. This is how these stages work in 2016:

Stage	Standard Medicare Part D Plan without your additional coverage provided by The University of Idaho	SilverScript <u>with</u> your additional coverage provided by The University of Idaho <u>This is what you pay</u>		
Deductible	\$ 360	\$ 225		
Initial Coverage	After meeting the deductible, a person pays 25% of the drug cost until he reaches \$3,310 in Medicare total drug costs.	After meeting your deductible, you start in this stage and pay your University of Idaho coinsurance or copayment.		
Coverage Gap Also called the "donut hole," this is when a person pays a large portion of the cost, either • 45% brand-name drug cost • 58% generic drug cost		You continue to pay only your University of Idaho coinsurance or copayment.		
Catastrophic Coverage After you reach \$4,850 in Medica Part D out-of-pocket costs, a perso pays the greater of: • 5% of the drug cost, or • \$2.95 for generic drugs • \$7.40 for brand-name drugs				

In 2016, the standard Medicare Part D plan maximum out-of-pocket expense of \$4,850 includes the deductible, any amount you have paid for your coinsurance or copayments, any amount you have paid during the coverage gap, any manufacturer discounts on your brand-name drugs in the coverage gap, and any amount paid by Extra Help or other governmental or assistance organizations on your behalf.

Medicare's maximum out-of-pocket cost does not include the monthly contribution, the cost of any prescription drugs not covered by Medicare, any amount paid by SilverScript (Employer PDP), or any amount paid through the additional coverage provided by the University of Idaho.

Your Prescription Drug Benefits – Monthly Contribution, Deductible, and Limits on How Much You Pay for Covered Services

How much is the	
monthly	
contribution?	

Please review the plan materials you receive from The University
of Idaho or contact The University of Idaho Benefits Center at
1-208-885-3697 or 1-800-646-6174 for more information about the
contribution for this plan.

SilverScript

If your individual income is over \$85,000, or if your income is over \$170,000 and you are married filing your taxes jointly, you will be required to pay an income-related additional monthly premium in order to maintain your Medicare prescription drug coverage. This premium is adjusted based on your income.

You will receive a letter from Social Security letting you know if you have to pay this extra amount. This letter will explain how they determined the amount you must pay and the actual Income Related Monthly Adjustment Amount (IRMAA).

If you are responsible for an additional premium the extra amount will be deducted automatically from your Social Security check. If your Social Security check is not enough to cover the additional premium, Medicare will send you a bill. You do not pay this amount to the plan. You send your payment to Medicare.

For more information about the withholdings from your check, visit www.socialsecurity.gov/mediinfo.htm, call 1-800-772-1213, 7 a.m. to 7 p.m., Monday through Friday, or visit your local Social Security office. TTY users should call 1-800-325-0778.

It is important that you make the payment, if required. If not, Medicare will notify SilverScript that it must stop your prescription drug coverage and you will be disenrolled from the plan.

The University of Idaho will reimburse this extra premium for the retiree only. The retiree's spouse is not eligible. Contact The University of Idaho Benefits Center for more information.

For more information about Part D premiums based on income, call Medicare at 1-800-MEDICARE (1-800-633-4227).

How much is the deductible?

\$225.00

SilverScript

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ATTACHMENT 2

Initial Coverage

SilverScript

You pay the following until your total yearly drug costs reach \$3,310. Total yearly drug costs are the total drug costs for Part D drugs paid by both you and the plan.

You may get your drugs at retail pharmacies and the plan's mail order pharmacy.

	SilverScript		
Tier	Up to a 30-day supply at a retail network pharmacy	Up to a 90-day supply at a retail network pharmacy	
Tier 1 Generic	25% of drug cost Minimum of \$12.00 Maximum of \$25.00	25% of drug cost Minimum of \$36.00 Maximum of \$75.00	
Tier 2 Preferred Brand	25% of drug cost Minimum of \$25.00 Maximum of \$75.00	25% of drug cost Minimum of \$50.00 Maximum of \$225.00	
Tier 3 Non-Preferred Brand	25% of drug cost Minimum of \$40.00 Maximum of \$100.00	25% of drug cost Minimum of \$120.00 Maximum of \$300.00	

	SilverScript	
Tier	Through the plan's mail order pharmacy	
Tier 1 Generic	\$36.00 for up to a 90-day supply	
Tier 2 Preferred Brànd	\$75.00 for up to a 90-day supply	
Tier 3 Non-Preferred Brand	\$120.00 for up to a 90-day supply	

	SilverScript		
Tier	Up to a 34-day supply at a long-term care (LTC) facility		
Tion 4	25% of drug cost		
Tier 1 Generic	Minimum of \$12.00		
	Maximum of \$25.00		
	25% of drug cost		
Tier 2 Preferred Brand	Minimum of \$25.00		
	Maximum of \$75.00		
	25% of drug cost		
Tier 3	Minimum of \$40.00		
Non-Preferred Brand	Maximum of \$100.00		

Coverage Gap

SilverScript

Due to the additional coverage provided by The University of Idaho, you pay the same coinsurance or copayment that you paid during the Initial Coverage stage. You will see no change in your coinsurance or copayment until you qualify for Catastrophic Coverage.

Catastrophic Coverage

SilverScript

After your Medicare out-of-pocket drug costs reach \$4,850, you pay the lower of:

- Your University of Idaho coinsurance or copayment, or
- Medicare's Catastrophic Coverage, which is the greater of
 - o 5% of the cost, or
 - \$2.95 copayment for generic, including brand drugs treated as generic, or
 - o \$7.40 copayment for all other drugs

The plan pays the rest.

SilverScript Employer PDP is a Prescription Drug Plan. This plan is offered by SilverScript Insurance Company, which has a Medicare contract. Enrollment depends on contract renewal.

Multi-Language Insert

Multi-Language Interpreter Services

English: We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-855-539-4715. Someone who speaks English can help you. This is a free service.

Spanish: Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-855-539-4715. Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Mandarin: 我们提供免费的翻译服务,帮助您解答关于健康或药物保险的任何疑问。如果您需要此翻译服务,请致电1-855-539-4715。我们的中文工作人员很乐意帮助您。 这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問,為此我們提供免費的翻譯 服務。如需翻譯服務,請致電1-855-539-4715。我們講中文的人員將樂意為您提供幫助。這 是一項免費服務。

Tagalog: Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-855-539-4715. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

French: Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurancemédicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-855-539-4715. Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quí vị cần thông dịch viên xin gọi 1-855-539-4715 sẽ có nhân viên nói tiếng Việt giúp đỡ quí vị. Đây là dịch vụ miễn phí.

German: Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-855-539-4715. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

CONSENT - BAHR - SECTION II

Korear1: 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화1-855-539-4715 번으로 문의해 주십시오. 한국 /거를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

р Jssian: Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-855-539-4715. Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

Arabic:

إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، ليس عليك سوى الاتصال بنا عل 1-85-859-4715 سيقوم شخص ما يتحدث العربية . بمساعدتك. هذه خدمة مجانية .

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं. एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-855-539-4715 पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

Italian: È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-855-539-4715. Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

Portugués: Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-855-539-4715. Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-855-539-4715. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

Polish: Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-855-539-4715. Ta usługa jest bezpłatna.

Japanese: 当社の健康健康保険と薬品処方薬プランに関するご質問にお答えするため に、無料の通訳サービスがありますございます。通訳をご用命になるには、 1-855-539-4715にお電話ください。日本語を話す人者 が支援いたします。これは無料のサービスです。

ATTACHMENT 2





Important Plan Information Información Importante Sobre el Plan

University of Idaho

Retiree Benefit Election Form

	A P C P C P C P C P C P C P C P C P C P
Part I – Medical and Prescription Drug – Tier 1 Plan A Only	
Upon Medicare eligibility, you have the option to waive your University of Idaho Retiree Hea understand that waiving the health plan is an irrevocable election and that all rights for fur participation are forfeited.	
 I elect to transition to the Retiree Health Plan. I acknowledge that Medicare becomes primary a enroll in Medicare Parts A and B to continue my coverage. In addition, I acknowledge that the P automatically enroll me in SilverScript Employer PDP, an approved group Medicare Part D plan supplemental coverage provided by the University of Idaho Retiree Health Plan. 	lan will
I elect to transition to the Retiree Health Plan for myself and I elect to drop coverage for (please name(s)) I acknowledge that Medicare becomes primary and I must e Medicare Parts A and B to continue my coverage. In addition, I acknowledge that the Plan will a enroll me in SilverScript Employer PDP, an approved group Medicare Part D plan with suppleme provided by the University of Idaho Retiree Health Plan.	enroll in utomatically
 I elect to irrevocably waive coverage through the Retiree Health Plan. Enclosed is a copy of my Medicare enrollment card confirming Part A and Part B coverage effect (date). 	tive
Part II – Dental University Retiree Dental Plan	
I understand this is an irrevocable election and that benefit contributions/levels are subject change. The retiree must elect dental when initially eligible to allow dependent's coverage us retiree dental plan. (Medicare primary or Tier IV retiree) Dependent coverage must match the dental election. If the retiree waived dental initially, the dependent is NOT eligible to elect consistent Medicare eligibility.	inder the ne retiree
I wish to elect the retiree dental coverage and agree to pay the current monthly cost on my regul scheduled billing.	larly
No thank you (not eligible or do not want the dental coverage).	
Retiree Name (first/last – please print) Vandal ID	

Signature

Date

Phone Number

Please return completed form and copy of your Medicare ID card to:

University of Idaho 875 Perimeter Dr. MS 4332 Moscow, ID 83844-4332 Fax (208) 885-3330

Retiree Benefit Flection Formahr - SECTION II

Appendix B – Electronic Data Transfer Guides

Please refer to the following page for the University's Electronic Data Transfer Guides for HRIS and Payroll.

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3.0 4.0	Updated By Jonathan Koh Jonathan Koh Jonathan Koh	Date 2-Aug-11 9-Aug-11	Tabs Changed Transaction Record	Description of Changes Updated to latest version of spec template.
1.0 2.0 3.0 4.0 5.0	Jonathan Koh Jonathan Koh	2-Aug-11		
.0 .0 .0	a supreme the test part	9-Aug-11		Topuated to fatest version of specitempiate.
1.0 5.0	Jonathan Koh		Transaction Record	Fixed Salary mapping to PF.
.0		9-Aug-11	Transaction Record	(Internal)
5.0		1 Charles		Fixed field format and multiplication factor.
	Jonathan Koh	10-Aug-11	Transaction Record	Changed description of field #13 to "Scheduled hours worked in a pay period – not adjusted for actual hours worked"
5.0	Jonathan Koh	11-Aug-11	Trailer Record	Changed description of field "Sum of Salaries" to:
5.0				Sum of Salaries in the field "Scheduled annual salary for insurance purposes"
	Jonathan Koh	16-Aug-11	Transaction Record	Added fields (with validations) for online add/update only:
	the second second second	1		Alternate Email Address
0	Jagabban Kak	10 100 11	Transaction Record	Preferred Email Address Updated description of field "Alternate E-mail address"
.0	Jonathan Koh	16-Aug-11	Transaction Record	to "Employee's personal e-mail address"
3.0	Jonathan Koh	25-Aug-11	CHR Plug-In Logic	(1) If current work status is 'AS' and Emp Basis is 'FT'
	Sonachan non	Lo rug LL	or and a second	ignore changes to Emp Basis to '30' and 'HT'.
				(2) If current work status is 'RB'
				ionore changes to any work status excluding 'O'.
	Ian Nicholson	29-Aug-11	Summary	Corrections to wording
0.0	Ian Nicholson	8-Sep-11	Scheduling & Transmisson	Added in an additional transmission each week - Tuesdays
				Also added a note that times are in PST (i.e. 3 hours difference from EST)
1.0	Jonathan Koh	20-Sep-11	CHR Plug-In Logic	(CW406266) CIM Deriving logic:
	and the second second			If status = 'B' and empstat = 'FF' then empstat = 'LOAF' If status = 'B' and empstat <> 'FF' then empstat = 'LOA'
1.0	Jonathan Koh	20-Sep-11	Transaction Record	(CW406266):
1.0	Jonathan Kon	zo-sep-11	Transaction Record	(1) Removal of Validation on Employee Number
		2		Currently the validation on the employee number says it must be numeric,
				but we have changed the number that we will be loading and it will now begin with a "V"
				so this validation needs to be removed.
				(2) Adjust Lower Range of Salary
		-	the second second second	Changed the lower level of the salary range validation from \$5,000 to \$0
2.0	Jonathan Koh	20-Sep-11	Transaction Record	(Internal)
3.0	Ian Nicholson	23-Sep-11	CHR Plug-In Logic	Map CHR.Department to PF.Member.CostC (CW 407279) Work Status Employment Basis Block Logic; 3 New rules added:
5.0	1011 NICHOISON	25-5ep-11	Cric Flug-In Logic	(1) If current work status is 'AS' and Emp Basis is '30'
				ignore changes to Emp Basis to 'HT'.
				(2) If current work status is 'AP' and Emp Basis is 'FT'
- 1				ignore changes to Emp Basis to '3Q' and 'HT'.
			1	(3) If current work status is 'AP' and Emp Basis is '30'
			Guilden	Innore changes to Emp Basis to 'HT'
	Ian Nicholson	3-Oct-11	Summary	Changed Sorting under 5. File Details from By SSN to By Employee Number by Effective Date
5.0]	Jonathan Koh	7-Oct-11	Transaction Record	(TD#78) Added the following fields to online add/update;
				Alternate Home Address Line 1
				Alternate Home Address Line 2
				Alternate Home Address City
				Alternate Home Address State
				Alternate Home Address Zip Code
1				Alternate Home Address Country
-				Alternate Email Address
6.0 I	Ira Goldberg	3-Sep-14	Transaction Record	Changed the edit on the postal/zipcode to accept any alpha-numeric characters as well as space
				and dashes to accommodate foreign zip codes. It previous read (Zip/Postal code should be
		17 400 15		American or Canadian format) Disregard change on 16.0. Carriers not able to handle foreign zip. Change abandoned Updated
	Ira Goldberg	17-Aug-15		technical contact to Derek Johnson

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2. BUSINESS OBJECTIVE

The purpose of the HRIS interface is to provide master data required for benefit administration by Morneau Shepell systems. This file format is used to transmit ongoing changes. This specification uses a common format for all parties and provides for a smoother transition.

The interface is designed to contain the type of information required to handle administration of benefits and pension properly, and to include the type of information required by downstream providers such as insurers, payroll, direct billing, and pension.

Information requirements include:

- Eligibility information used to classify the appropriate plan, rate, policy, and pay/billing structure.
- Specific member demographics used to identify the member, such as employee number, SSN, and name.
- Factors affecting coverage and costs, such as gender, birth date, and salary.
- Information used to contact the employee or send communications, such as e-mail address, phone number, and home / work address.

3. SELECTION MODE

The file is a Full file containing full records for all employees that meet the selection criteria outlined in section "Selection Logic".

4. SELECTION LOGIC

Members of the benefit plan, as determined in University of Idaho's system, with one of the following statuses are to be included in the file:

- Any employee who is currently an active or suspended participant, including (but not limited to):
 - Employees currently on an approved leave of absence
- Employees currently on an un-approved leave of absence
- Employees currently on long term disability (LTD)
- Employees eligible for participation in the benefit plans but not yet enrolled are to be passed on the file.
- Withdrawn participants (retired, deceased, terminated) until any remaining payroll information necessary to run a final calculation has been sent to MS.
- MS does not expect to receive any data updates for old retired, deferred, deceased or terminated members in this HRIS file.

5. FILE DETAILS

Following are key elements of the HRIS file:

- The interface is defined based on a standard format provided within this document.
 The initial layout is based on a standard layout. Fields required for benefit administration and/or reporting may be added into the layout. This allows for additions and changes in the HR system (version and provider) over time.
- The file will be in a fixed-length format.
- The file will be sorted by Employee Number, by Effective Date
- A line will be generated only if one or more of the items contained in the tables below changes for a given
 participant.
- · The file will include a header as describe in the "Header" tab.
- Fields in bold are key fields. Any key field passed that does not match with what is currently in this key field in Ariel will create a new record for that particular individual.
- As per the comments below, key fields cannot be 'changed' through the data interface, but only changed manually

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6. MULTIPLE LINES

Following are key elements of the HRIS file:

- Multiples lines for a participant expected (*) or not? -> NO
- Need to validate in the data interface? -> NO
- Assume that multiple lines are sorted by an effective date? -> N/A
- Need to validate in the data interface? -> NO
- Identify the reason(s) that can generate multiple lines for the same participant
 Not applicable
- Action to take when multiple lines are found for a member:
 - Not applicable

* "Expected" means that MS' Ariel interfaces system is prepared to accept multiple lines if necessary.

7. FREQUENCY

Weekly on Friday mornings at 9 AM PST

To ensure proper processing of the data, it will be important that all the different business units follow the same frequency and the same schedule for sending their files.

8. DATA INTEGRITY

- A data validation process will not occur on UI's side as part of the interface run to avoid sending inaccurate data.
- There will be a validation process on the MS side, which will include:
 - Data falls within a valid domain range;
 - Data conforms to required field format (numeric, text, etc.);
 - Required fields are present;
 - For all non-key fields supplied, a change in a field value will result in one of the following severities:
 - Information: the value in Ariel will be modified by the content of the field provided in the file. No
 further action is required.
 - Warning: the value in Ariel will be modified by the content of the field provided in the file. An
 action may be required.
 - · Field rejected: the change is rejected and summarized in the audit report;
 - Entity error: the record concerned (ex.: employment, address, ...) will be rejected and summarized in the audit report;
 - · Error: all the information for the individual will be rejected and summarized in the audit report
 - Standard Ariel Interface Validations :
 - MS assumes that the standard Ariel validations will be sufficient, and thus that no custom
 programming will be needed regarding custom validations
 - See "Validations" tab for the complete list of validations that will be performed on an ongoing basis.

9. RETROACTIVE CHANGES

Retroactive changes are supported.

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10. ADDITIONAL ASSUMPTIONS AND COMMENTS

- IMPORTANT The proposed layout is subject to changes until the plans analysis, the data conversion specifications and the first load are completed.
- Complex cases such as transfers between plans, re-hired participants or retro changes will have to be discussed.
- For new termination, retirement or death cases, the employment status change is sent through the feed
 as soon as the termination date is known.
- Deceased or disabled employee: The employee Number, SSN and other basic information refer to the original employee.

File Naming for HRIS File		Domain	
Nature Of File:	TEST	TEST, PROD	
3 character client abbreviation:	IDHO		
File Type 1:	HRIS		
DateTime Stamp (Eastern Standard):	YYYYMMDDhhmm	YYYYMMDD,	YYYYMMDDhhmm
File Extension:	.dat		
Sample file name for file type 1:	TEST_IDHOHRIS_20090		
Interface ID for file type 1:	IDHOHRIS		
File Format			
Format	Fixed Length		

THE FOLLOWING IS INTERNAL USE ONLY

File Naming for Salary File		Domain	
Nature Of File:	TEST	TEST, PROD	6
3 character client abbreviation:	IDHO	(
File Type 1:	SALARY		and the second second
DateTime Stamp (Eastern Standard):	YYYYMMDDhhmm	YYYYMMDD,	YYYYMMDDhhmm
File Extension:	.dat	(10 PC 10)	
Sample file name for file type 1:	TEST_IDHOSALARY 200		
Interface ID for file type 1:	IDHOSALARY		
File Format			
Format	Fixed Length		

NOTE:

MS will process the records in the order that they are sent in the file.

So, normally, the records should be sorted in the order of effective date.

For example, the Jan 1, 2011 record should appear before the Feb 1, 2011 record in the file. If the Feb 1, 2011 record is sent first, followed by the Jan 1, 2011, the systems treats the Jan 1, 2011 record as a correction to the Feb 1, 2011 record

And the Jan 1, 2011 record will supercede the Feb 1, 2011 record. For more examples, see the **Example Transactions** tab.

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			Sc	Scheduling				Transmission	
Fre	Frequency	Day	From Time (*)	To Time (*)	File Type		Threshold Transmission Method	File Path	Technical Contact
Weekly		Friday	9:00:00 AM	9:00:00 AM 10:00:00 AM Full File		25 Records	- FTP W/ PGP		(FTP/PGP/etc)
Weekly		Tuesday	9:00:00 AM	9:00:00 AM 10:00:00 AM Full File		25 Records	ETD w/ DCD		dereki@uidaho.edu
									Derek Johnson -
									gereki@uidaho.edu

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NOTE: Field names should not include "special characters" in order to avoid Online/Update display issues. In the event that a given field name must include a "special cha

RP				RP						
Field Name (Online Add/Update Display Label) Bendit Administration Game	HRIS RP Salary	ni bəbivor9 Conversion	կքնսթղ	Mebsite Login Field	ni bəzU browszeq formula	Prime Effective Date	Unique Identifier	Data Tvne	Field Format	tultiplication Factor
	organizational (dentifier – usually a company or division indicator	z	01					Character	ABC	
Employee Group	Used to indicate employee groups, such as executives, salaried staff, union staff, etc.	z	97				J	Character	ABC	
Employment Basis	Typically relates to employee's work basis, such as full- time, part-time, retired, etc.	z	10					Character	ABC	
Work Status	Confirms whether the employee is actively at work, on leave, terminated, etc.	*	7		-			Character	ABC	T
Pepartment code	Can be used for reporting purposes for grouping costs, If desired.	z	10	3	-		0	Character	ABC	
Employee ID Number	Employee ID. This will be the unique employee identifier used by Morneau Sobeco.	*	10				×	Character	ABC	
	ID number used to identify the member to the carrier for claims processing purposes.	z	10		the state	No.		Character	ABC	a char
SSN	Social security number	>	6	×				Character	ABC	
Effective Date	Effective date of the information contained in the record – applied to changes as indicated in column R.	*	80		The second			Date	DOMMANY	
Surname	Employee's sumame	×	40	1				Character	ABC	
First Name	Employee's first name	>	64					Character	ABC	
	Employee's middle name	Y	40					Character	ABC	1
urs per Pay Perlod	Scheduled hours worked in a pay period - not adjusted for actual hours worked	z	4					Integer	###	
	Scheduled annual salary for insurance purposes.	X	10			1	H	Integer	###	
Employee Date of Birth	Date of birth of the employee	>			inter .			Date	DOMMY	
ender	Gender of the employee	×	Ħ					Character	ABC	1
	Date of hire used to apply waiting periods for benefit eligibility.	¥	60		Pro	*		Date	DIGMWAAAA	
ervice Date	Used to determine eligibility in some plans, where applicable	z	60					Date	DOMMANA	N
	First part of employee's home address	*	40					Character	ABC	
Address Line 2	Second part of employee's home address – typically this would be an apartment or suite number	×	40				0	Character	ABC	
				1						

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RP										
Field Nai Id/Update	AII HRIS RP Salary	Provided in Conversion	цזрла	S bl∍i∃ nigo⊥	ni bseV browszeg 6lum101	Prime Effective Date	Jnique Identifier	Data Time	Field Format	ultiplication Factor
CLIV	Employee's city of residence	>-	40					Character	ABC	
State of Residence	Employee's state of residence	*	2					Character	ABC	
Country	Employee's country of residence	¥	40	d method	1			Character	ABC	11203
Postal/Zip Code	Employee's postal or zip code	×	10			8		Character	ABC	
Home Phone Number	Employee's home, phone, number	>	10			1	12	Character	****	
Department	First line of internal mail address	7	40					Character	ABC	the second
Work Location	Second line of internal mail address	z	40					Character	ABC	
Internal Address 3	Third line of internal mail address	z	40					Character	ABC	
Internal Address 4	Fourth line of Internal mail address	z	40		11			Character	ABC	
Employee Office Telephone Number	Employee's phone number at work	z	12					Character	ABC	
State of Work	State in which the employee is working	z	2	200				Character	ABC	1 11
Date of this Data Feed	Date on which the file was run	z .	00					Date	DOMMY	
Pay Frequency	Employee pay frequency	*	63					Integer	***	
Pay Rate	Hourly Rate	z	9					Integer	###	
Work E-mail address	Employee's e-mail address at work	N	50	1	1		No. 1	Character	ABC	No. A.
EmpID	EmpID		10	and and				Character	200	
Alternate E-mail address	Employee's personal e-mall address	N	50			-		Character	ABC	
Preferred E-mail address	Selectable general e-mail communication preference.	z						Character	ABC	
Alternate Home Address Line 1	First part of employee's alternate home address	z	40			2 m 2		Character	ABC	
Alternate Home Address Line 2	Second part of employee's alternate home address – typically this would be an apartment or suite number	z	40					Character	ABC	1
Alternate Home Address Clty	Employee's alternate city of residence	z	40	17	1	2		Character	ABC	
Alternate Home Address State	Employee's alternate state of residence	N	2					Character	ABC	The same of the
Alternate Home Address Country	Employee's alternate country of residence	z	40	110	-			Character	ABC	
Alternate Home Address Zin Code	Employee's alternate costal or zin codo		0							and the second

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RP	RP	RP						
Field Name (Online Add/Update Display Label)	Online Add/Update Field Format	Online input control	HRIS Example	nismoQ	noitsoititeut	-ffective/ eed Date	9qY noitebile	rror Level
	787	CBO	'AA'	BAG		EffDate	Ľ	3
Employee Group	ABC	CBO	STODK' 'MGODB'	EE GRP	-	EffDate		-
Employment, Basis	ABC	CBO	'REDOO' FT' 'TERM'	EE Basis	-	EffDate		-
Work Status	ABC	CBO	'A'	Work Status	-	EffDate		-
Department code	ABC	CBO	'1234'		-	FeedDate	and a second	-
cinployee to Number	ABC	CBO	,0000123456		-	FeedDate	No validation rule	5
ciaims JD	A	CBO	'123456789'		Ţ	FeedDate		1
SSN	ABC	Text Box	'123456789'		L	FeedDate	Value should be numeric	Error
Effective Date	##*###	Text Box	YYYYMMDD 19990415' for April 15,		-	EffDate	Value should be a valid date	Error
Surname	##*##	Text Box	'Smith'	Province	L	FeedDate		
First Name	ABC	Text Box	'John'		Ţ	FeedDate	1	12
Middle Name		Text Box	'Franklin'		Ļ	FeedDate	and the second second	4
Number of Hours per Pay Period	DQ/WW/	Calendar Picker	'3750' for 37.5 hours per week		Ţ	EffDate	Value should be numeric	Error
Annual Salary		CBO	*0006750050' for \$67,500.50		-	EffDate	Value should be numeric	Error
culturyee date of birth	da/MM/XXXX	Galendar Ploker	мммирр 11972 11972 11972			FeedDate	FeedDate Value should be a vaild date	Error
Employee Gender	/MM/DD	Calendar Picker	'M' for Male, 'F' for Female		Ļ	FeedDate		
1000		Text Box	19990415' for April 15, 1999			EffDate	Value should be a valid date	Error
ervice uate		Text Box	'19990415' for April 15, 1999		L	FeedDate	Value should be a valid date	Error
		Text Box	'123 5 th Avenue'		-1	FeedDate	The second	
Address Line 2	ABC -	Text Box	'Suite #123'		1	FeedDate	V Lot - the	

NOTE: Field names should notracter", please highlight the field name to ensure it stands out.

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RP	RP	RP						
Field Name (Online Add/Update Display Label)	Online Add/Update Field Format	Online input control	HRIS Example	nismoQ	noitsoititeul	ffective/ 9160 Date	9qY noitsbile/	irror Level Type 'alidation)
Crity		Calendar Picker	'Pullman'		-		Value should be a valid date)
State of Residence	ABC	CBO	WA	State	-	FeedDate		
Country	ABC	Text Box	'USA'		-1	FeedDate		
Postal/Zip Code	ABC	Text Box	'15220'		L	FeedDate	Please remove edit and allow any alpha-numeric characters, spaces and dashes to be in the 10 character field	Error
Home Phone Number	ABC	Text Box	4129194800		T	FeedDate	FeedDate Value should be numeric	Error
Department	ABC	Text Box	'Building 1'		L	FeedDate		
Work Location	ABC	CBO	1123 First Street		-	FeedDate		1
Internal Address 3	ABC	Text Box			-	FeedDate		
Internal Address 4	ABC	Text Box			-	FeedDate		1
Employee Office Telephone Number	###	Text Box	`5148789090 '		L	FeedDate	Value should be numeric	Error
State of Work	ABC -	Text Box	q		-	FeedDate		
Date of this Data Feed	ABC	Text Box	YYYYMMDD '19990415' for April 15,		L	FeedDate	Value should be a valid date	Error
Pay Frequency	ABC	Text Box	1 - 26		Ļ	EffDate		1
Pay Rate	ABC	Text Box	4560 for \$45.60		П	EffDate		No.
Work E-mail address	ABC	CBO	ʻʻjohn.smith@bell.caʻ	No. of the second	-1	FeedDate	Email should contain the "@"	Error
EmpID	ABC					Carlos	character.	
Alternate E-mail address		CBO	'John.smith@bell.ca'		L L	FeedDate	Email should contain the "@" character.	Error
Preferred E-mail address	ABC	CBO	work e- fault) ernate	PreferredEmailAddress	-	FeedDate		
Alternate Home Address Line 1	ABC	Text Box	123 5 th Avenue'		Ţ	FeedDate		к 11.1
Alternate Home Address Line 2	ABC	Text Box	'Suite #123'		L	FeedDate		
Alternate Home Address City		Text Box	'Pullman'			FeedDate	Value should be a valid date	Error
Alternate Home Address State		CBO	WA	State	L	FeedDate		-
Alternate Home Address Country		Text Box	'USA'		-	FeedDate		
Alternate Home Address Zlp Code	ABC	Text Box	'15220'		_	FeedDate	FeedDate Zip/Postal code should be American	Error

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		Ariel Rules				
RP						
Field Name (Online Add/Update Display Label)	9gnsЯ noi∄sbílsV	ənleV əpneA	Error Level (Range Validation)	leiɔəq2 noi‡sbilsV	auleV leisaq2	Etror Level (Special Validation)
droug upgenering and	and a state of the			PF Key Fleid Combination Validation	1	
Employee Group				PF Key Field Combination Validation		Error
Employment Basis		ALL LAND	- WELT	PF Key Field Combination Validation		Error
Work Status	Value should be within % domain		Error			
Department code					The second	
Employee ID Number					1	
Cialms ID			No. 1 No. 1	5		
SSN				Length of the field should be %	6	Error
Effective Date	Date Value should be later than %	10/10/0061	Erron	PF Key Field Combination Validation	ALL I	Error
Surname	Value should be within % domain		Error			
First Name	and the second se				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Middle Name				The second	The state of the s	
Number of Hours per Pay Period		A CONTRACTOR		Value should %	%>=40 AND	
Annual Salary				Value should %	%<=80 %>=0 AND	Error
Employee Date of Birth	Date Value should be later than %	1900/00/1	Error	Value should %	barediff (YEAR, %, Setdate()) >=16 AND DATEDIFF (YEAR, %,	Error
Employee Gender	Value Should be within { % }	M,F	Error		2-05	~
Date of Hire	Date Value should be later than %	19/00/01/01	Error	S. Lander		In Internet
Net Credited Service Date	Date Value should be later than %	10/10/0061	Error			
Address Line 1			1 2 3			
Address Line 2						

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NOTE: Field names should not

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Field Name	Description	From	Icanth	Data Tuno	From Longth Data Type Data Exempt Multiplication	a senteta							CIM Rules				
			infano-	dia man				Example	Required	Type Validation Level	Level	Panne Validation	onley open a	Error	Error Fand Several Maintaine	Constant of the	Error
Italiar (ad	This field should contain the string identifying the trailer record. The trailer tag should be located in the first column of the record.	H.	m	Character	ABC		נצר.		¥			Value should %	a"TRL"	Critical	unanie Ander	Special Value	Level
	Unique ID that identifies the interface	*	10	Character	ARC		aroun P	" Dafar to the	,								
Trailer Interface ID validation	file. This is a mandatory field.				1		Summa	Summary Tab				Value should %	1	Critical			
Record Count	The second second in the second	14		Mumarle	*******			Tame C. Lance									
	the records count in the trailer does not include header & trailer records.		,				spicosi	24E1 101 254E10000.	*	Value should be numeric Critical	Critical				Value should equals total record count in the feed		Critical
Sum of Salarias	Sum of Salaries in the field "Scheduled	22 5	16 1	Numaria	*******	0.01	29000,	Sonsh' far	~	Walter classific he assessed	Contract of						
	annual solary for insurance purposes"	1	2				467,58	\$67,500.50							Volue should equals A	AnnualizedSalary	Critical

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15. EXAMPLE TRANSACTIONS

1. SCENARIOS

1.1 CURRENT CHANGE

This example illustrates a simple salary increase/promotion from \$55,000 to \$60,000. The employee's salary increase/promotion is effective Jan 10, 2000.

1.1.1 HRIS FILE

To accurately feed this change via the HRIS feed, the employee's record would contain the following:

ID	Salary	Effective Date
12345	\$60,000	01/10/2000

1.1.2 RESULT

As a result, Morneau Shepell will logically detect and interpret:

ID	Change Field	New Value	Old Value	Effective Date
12345	Salary	\$60,000	\$55,000	01/10/2000

1.2 RETROACTIVE CHANGE

This example illustrates a salary increase/promotion that was originally entered as an increase from \$50,000 to \$55,000 effective Dec 1, 1999. However, the salary increase was supposed to be entered as \$50,000 to \$60,000.

1.2.1 HRIS FILE

This example requires that a retroactive HRIS record is sent to correct the timeline accordingly:

ID	Salary	Effective Date
12345	\$60,000	12/1/1999

1.2.2 RESULT

As a result, Morneau Shepell will logically detect and interpret:

ID	Change Field	New Value	Old Value	Effective Date
12345	Salary .	\$60,000	\$55,000	12/1/1999

1.3 COMPLEX RETROACTIVE CHANGE - INSERT

This example portrays a more complex situation relating to multiple salary increases at different points in time. An employee returned from paid leave on 12/1/1999 and received a salary increase from \$50,000 to \$55,000 at the same time. On 1/1/2000, this employee received another salary increase from \$55,000 to \$60,000. However, later in January it was determined that, while he was still on paid leave, his salary should've been increased to \$52,000 on 11/15/1999.

1.3.1 HRIS FILE

This example requires that numerous retroactive records be sent in order to properly adjust the timeline:

ID	Salary	Work Status	Effective Date
12345	\$52,000	Paid Leave	11/15/1999
12345	\$55,000	Active	12/1/1999
12345	\$60,000	Active	1/1/2000

1.3.2 RESULT

As a result, Morneau Shepell will logically detect and interpret:

ID	Change Field	New Value	Old Value	Effective Date
12345	Salary	\$52,000	\$50,000	11/15/1999
12345	Work Status	Active	Paid Leave	12/1/1999
12345	Salary	\$55,000	\$52,000	12/1/1999
12345	Salary	\$60,000	\$55,000	1/1/2000

2 COMPLEX RETROACTIVE CHANGE - DELETE

This example portrays the example in 1.3 with a slight difference. The employee from example 1.3 was determined to be ineligible for their raise from \$50,000 to \$52,000 while they were on paid leave.

2.1.1 HRIS FILE

This example requires that we "delete" a change in this employee's history in order to accurately adjust the timeline:

ID	Salary	Work Status	Effective Date
12345	\$50,000	Paid Leave	11/15/1999
12345	\$55,000	Active	12/1/1999
12345	\$60,000	Active	1/1/2000



2.1.2 RESULT

As a result, Morneau Shepell will logically detect and interpret:

ID	Change Field	New Value	Old Value	Effective Date
12345	Salary	\$50,000	\$52,000	11/15/1999
12345	Work Status	Active	Paid Leave	12/1/1999
12345	Salary	\$55,000	\$50,000	12/1/1999
12345	Salary	\$60,000	\$55,000	1/1/2000

3. COMPLEX RETROACTIVE CHANGE – CHANGE EFFECTIVE DATE (LATER)

This example portrays an example where a previously sent change (in this case a salary increase) was determined (later in time) to actually have taken effect *later* than what was originally sent. An employee's salary had been increased from \$50,000 to \$55,000 on 12/1/1999 (when they returned from leave) and then again from \$55,000 to \$60,000 on 1/1/2000. Later in January, it was determined that the employee actually returned from leave on 12/15/1999, and as such his increase to \$55,000 should have taken effect then, not 12/1/1999.

3.1.1 HRIS FILE

This example requires that we a change in this employee's history in order to accurately adjust the timeline:

ID	Salary	Work Status	Effective Date
12345	\$50,000	Paid Leave	12/1/1999
12345	\$55,000	Active	12/15/1999
12345	\$60,000	Active	1/1/2000

3.1.2 RESULT

As a result, Morneau Shepell will logically detect and interpret:

ID	Change Field	New Value	Old Value	Effective Date
12345	Salary	\$50,000	\$55,000	12/1/1999
12345	Work Status	Paid Leave	Active	12/1/1999
12345	Salary	\$55,000	\$50,000	12/15/1999
12345	Work Status	Active	Paid Leave	12/15/1999
12345	Salary	\$60,000	\$55,000	1/1/2000

4. COMPLEX RETROACTIVE CHANGE - CHANGE EFFECTIVE DATE (EARLIER)

This example portrays an example where a previously sent change (in this case a salary increase) was determined (later in time) to actually have taken effect *earlier* than what was originally sent. An employee's salary had been increased from \$50,000 to \$55,000 on 12/1/1999 (when they returned from leave) and then again from \$55,000 to \$60,000 on 1/1/2000. Later in January, it was determined that the employee actually returned from leave on 11/15/1999, and as such his increase to \$55,000 should have taken effect then, not 12/1/1999.

4.1.1 HRIS FILE

This example requires that we a change in this employee's history in order to accurately adjust the timeline:

ID	Salary	Work Status	Effective Date
12345	\$55,000	Active	11/15/1999
12345	\$60,000	Active	1/1/2000

4.1.2 RESULT

As a result, Morneau Shepell will logically detect and interpret:

ID	Change Field	New Value	Old Value	Effective Date
12345	Sąlary	\$55,000	\$50,000	11/15/1999
12345	Work Status	Active	Paid Leave	11/15/1999
12345	Salary	\$60,000	\$55,000	1/1/2000

5 CHANGE IN FUTURE-DATED LEAVE OF ABSENCE

In this example, a leave of absence had been previously sent on the 12/15/1999 HRIS to start on 2/15/2000. On 1/1/2000, it was decided that the employee's leave has changed to 2/1/2000.

5.1.1 HRIS FILE

This example requires that we a change in this employee's history in order to accurately adjust the timeline:

ID	Salary	Work Status	Effective Date
12345	\$60,000	Maternity Leave	2/1/2000

5.1.2 RESULT

As a result, Morneau Shepell will logically detect and interpret:

ID	Change Field	New Value	Old Value	Effective Date
12345	Work Status	Maternity Leave	Active	2/1/2000

ATTACHMENT 2

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CONSENT - BAHR - SECTION II

1 1

ATTACHMENT 2

HRIS Override LOGIC

Work Status Bloc	k Logic
Do not allow change to	Description
T (Terminated)	Notification of death will be manual. Need to block HRIS from flipping back to T.
Anything except Q (Deceased)	Retirement setup will be manual. Need to block HRIS from flipping to anything
T (Terminated) or L (Leave without pay without benefits	COBRA election will be direct with MS. Need to block HRIS from flipping back to T or L
T (Terminated) or L (Leave without pay without benefits	COBRA election will be direct with MS. Need to block HRIS from flipping back to T or L
T (Terminated) or L (Leave without pay without benefits	COBRA election will be direct with MS. Need to block HRIS from flipping back to T or L
T (Terminated) or L (Leave without pay without pay	COBRA election will be direct with MS. Need to block HRIS from flipping back to T or L
	Do not allow change to T (Terminated) Anything except Q (Deceased) T (Terminated) or L (Leave without pay without benefits T (Terminated) or L (Leave without pay without benefits T (Terminated) or L (Leave without pay without benefits T (Terminated) or L (Leave

and the second second	Employment Basis B	lock Logic
Current Emp Basis	Do not allow change to	Description
RET*	ANY	Retirement setup will be manual. Block HRIS from flipping back to active code.
COBRA	ANY	COBRA election will be direct with MS. Block HRIS from flipping back to active code.

	Wo	rkStatus, Employment Basis Block Lu	ogic
Current WorkStatus	Current Emp Basis	Do not allow change to	Description
AS (on Sabbatical)	FT	3Q,HT	Do not allow change of Emp Basis from Full time to 3/4 time or 1/2 time
AS	3Q	нт	Do not allow change of Emp Basis from 3/4 time to 1/2 time
AP (Phased Retirement)	FT	3Q,HT	Do not allow change of Emp Basis from Full time to 3/4 time or 1/2 time
AP	3Q	НТ	Do not allow change of Emp Basis from 3/4 time to 1/2 time

		CIM Deriving Logic for Empstat
Incoming WorkStatus	Incoming Empstat	Derived Empstat
B	FF	LOAF
8	<>FF	LOA

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				Version History
Version	Updated By	Date	Tabs Changed	Description of Changes
1.0	Rick Cox	6/8/2011		Initial version
1.1	Rick Cox	7/25/2011	Transaction Record	Revised format to align with current UI layout.
1.2	Kishawna Pritchard	9/12/2011	Deduction Codes	Add Deduction code for Vision. Update Medical/Dental to include er cost
1.3	lan Nicholson	10/4/2011	Scheduling &	Changed delivery time from 9 AM PST (noon EST) to 1 PM PST (4 PM EST) so that the HRIS
			Transmission	File received Friday at noon could be processed before the creation of the payroll file.
1.4	lan Nicholson	10/5/2011	Deduction Codes	Changed deduction code for Insurance Taxation for Income > \$50,000 (i.e. imputted income) from "I50" to "GTL"
1.5	Ian Nicholson	11/19/2011	Deduction Codes	Client request: Do not pass Emplover (ER) Cost from VIS and DEN
1.6	lan Nicholson	11/28/2011	Summary	"R" removed from PAYR in File name so that it will fit in the 30 character constraint that the Banner system places on the client.
7.1	lan Nicholson	12/16/2011	Deduction Codes	Remove Vison (VISN) Record from Payroll File. In version 1.5 client asked for ER VIS cost to be removed. EE Vision cost is zero. With the fix of the defect of not passing zero records to shut down deductions, we are now getting VIS records with all zeros, which is not required. Therefore EE cost to be removed and hence the entire VISN benefit type is not to be passed on Payroll Feed
1.8	Ira Goldberg	10/16/2012	Deduction Codes	
				Added codes for After Tax Medical and After Tax Dental to be passed on the payroll file. ME1 should pass EE & ER to the payroll file & PPAM. DE1 should only pass the EE cost. We also eliminated the GTL deduction from the file. Also added new deduction codes for the Imputed Income Medical, Inmputed Income Dental and Imputed Income Vision.
1.9	Ira Goldberg	11/15/2012	Deduction Codes	Idaho is now also requesting the payroll file pass a combination of the new imputed incomes called OEA.
2.0	Ira Goldberg	5/23/2013	Deduction Codes	Updated description of the OEA. OED. OEM and OEV codes.
2.1	Ira Goldberg	5/23/2013	Deduction Codes	Added codes for BLIF, LTD (ER) and STD (ER).
2.2	Ira Goldberg	6/12/2013	Deduction Codes	Changed the basic life deduction code from BLIF to GTL per Idaho's request.
2.3	Ira Goldberg	10/2/2013	Deduction Codes	Added ME2 for the PPACA medical
2.4	Ira Goldberg	10/16/2013	Deduction Codes	Added Yes to passing Vision - employee portion.
2.5	Ira Goldberg	10/22/2013	Deduction Codes	Added VE1 deduction code, vision after tax.
2.6	Ira Goldberg	7/13/2015	Scheduling & Transmission	Updated technical contact to Derek Johnson.
2.7	Ira Goldberg	9/28/2015	Scheduling & Transmission	Added data on biweekly Active20 pp group

1. INTRODUCTION

The pre-payroll file (payroll directions) is a payroll input interface used to provide health & welfare deduction amounts to the Payroll System from Morneau Shepell's Ariel system. The pre-payroll interface provides detailed employee deduction type or wage type transactions; one record per type defined for inclusion in the interface file. The interface is configurable to be a change-only or full-file interface. A change-only file includes records for deduction amounts that have changed since the last cycle. A full-file includes all records for deduction amounts regardless of change since the last cycle. The interface also provides retroactive deduction amounts, included as separate records with the appropriate deduction types as defined in the domain tables.

2. GENERAL INFORMATION

Following are key elements of the pre-payroll interface:

- The interface is defined based on a standard format provided within this document.
- The files include standard headers and footers that are used to validate the integrity of the transmission and to ensure that files are loaded in the right order.
- The interface is used for sending current and adjustment/retro amounts.
- Current transactions are permanent amounts and are expected to apply on all pay periods until replaced by new
 deduction transaction.
- · Retroactive amounts are expected to be applied one-time only.
- The interface will be implemented for all payroll groups.
- If the generated file contains no records, Morneau Shepell will send the file to the Payroll System with an accurate file
 name and properly formatted header and trailer records, however the file will contain no detail records.

3. DEDUCTION AMOUNT CONVENTIONS

- Positive deduction amounts are debits and should be deducted from the employee pay. No sign is included in the file for
 positive amounts.
- Negative deduction amounts are credits and should be added to the employee pay. A negative sign will populate the first
 position of the amount field in the interface file.

4. SELECTION CRITERIA

- Employees are selected for inclusion in the interface based on the criteria defined in the domain tables.
- In the case of a changes file, records are qualified for inclusion in the file if the deduction amount has changed since the previous payroll cycle.
- Records are sent both for non-zero and null values, to ensure that benefit terminations are properly handled.
- Changes are never reported for future pay periods or for benefits which are on a waiting period, so the included effective date fields can be largely ignored.
- Where a retroactive change occurs, these amounts are reported on separate lines from the ongoing amounts. This allows
 the client to report these separately on the employee's paycheck (where desired), and avoids the need to re-send the
 ongoing amount in the next feed.

5. NOTES

- When an employee moves from one payroll group to another, they shall pass the new deduction on the new pay group. The employee <u>shall not</u> be terminated in their old payroll group.
- 2. When an employee terminates benefit coverage send a zero deduction to terminate deductions in the payroll system.
- 3. An employee that moves from an 'ineligible' work status to an 'eligible' work status must be sent on the next payroll file.

File Naming		Domain
Nature Of File:	TEST	TEST, PROD
3 character client abbreviation:	UOI	
File Type:	PAY	
DateTime Stamp (Eastern Standard):	YYYYMMDDhhmm	YYYYMMDD, YYYYMMDDhhmm
File Extension:	.txt	
Sample file name:	TEST_UOIPAY_200901201200.txt	
Interface ID	UOIPAY	
File Format		
Format	Fixed Length	
Sort Order	Employee Number	

Employee Number

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Frequency Day Time (PST) File Type Transmission File Path Mithod Method Method File Path Method File Path Bi-weekly Monday 1:00:00 PM Changes Only FTP w/ PGP Post to MS FTP Derek . Biweekly 20 Pay periods Monday 1:00:00 PM Changes Only FTP w/ PGP Post to MS FTP Derek . Derek . Eiweekly - 20 pay periods Monday 1:00:00 PM Changes Only FTP w/ PGP Post to MS FTP Derek .		U)	Scheduling/Delivery	livery				Transission
1:00:00 PM Changes Only FTP w/ PGP Post to MS FTP Derek 1:00:00 PM Changes Only FTP w/ PGP Post to MS FTP Derek 1:00:00 PM Changes Only FTP w/ PGP Post to MS FTP Derek 06-88(3 Char Client bbreviation (NAM)	Frequency	Day	Time (PST)	File Type		File Path	Transmission Technical Contact (FTP/PGP/etc)
1:00:00 PM Changes Only FTP w/ PGP Post to MS FTP		Bi-weekly	Monday	1:00:00 PM	Changes Only	FTP w/ PGP	Post to MS FTP	Derek Johnson
1:00:00 PM Changes Only FTP w/ PGP Post to MS FTP								derekj@uidaho.edu
Post to MS FTP		Biweekly - 20 pay periods	Monday	1.00.00 DAA	Chances Oal		and the second se	208-885-7100
208-886.7100			(pp) pp)		unlanges uniy		Post to MS FTP	Derek Johnson derekj@uidaho.edu
								208-885-7100

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SCHEDULING & TRANSMISSION

CONSENT - BAHR - SE	
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Banner HR

Vendor

CONSENT AGENDA DECEMBER 15, 2016

ATTACHMENT 2
Field Name	Description	From	Lenath	From Length Data Type	Fxamula	Peduired	Notoc
Header Tag	String identifying the header record.	F	'n	Character	'ADH'	Y	NOIS
nterface ID	Unique ID that identifies the interface file.	4	10	Character	"UOIPAYR "	7	
Cycle validation	This cycle should equal the last cycle number processed plus 1. If the expected cycle number exceeds the length of CYCLE_LEN, it will be reset to 001.	44	m	Integer	,600,	>	
Interface creation date & time validation	Run date and time.	17	14	DateTime	"20091220060530" (vvvvmmddhhmmss)	7	
Payroll Group	Identifies the payroll group or billing unit contained in the file. If the file contains all groups/units, leave empty.	31	10	Character	' GRP'	Conditional	Leave blank

HEADER SPECIFICATION

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CONSENT - BAHR - SECTION II

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ATTACHMENT 2

TRANSACTION SPECIFICATION

Field Name	Description	mor	416n9-	Data Tvoe	Field Format	Evamala	equired	oitsoititeu	
Employee Number	Used to identify the employee	-	1	Integer	###	"V00123456"	ч ≻	- 1	EMPNO
Deduction Code	Identifies the benefit/deduction type.	11	4	Character	ABC	'DENT' for Dental	*	1	
Date Deductions Starts Effective date of	Effective date of the deduction	15	8	Character	ABC	20010301' for March	z	-	
Employee Deduction Amount	Recurring amount that will be used for employee deductions in the payroll system.	23	12	Implied Decimal	######	'00000002312' for \$23.12 deduction.	>	œ	2.
Employer Deduction Amount	Recurring amount that will be used for employer deductions in the payroll system.	35	12 1	Implied Decimal	#######	'00000002312' for \$23.12 deduction.	z	R	
Employee Adjustment Amount	One time adjustment amount that will be used for employee deductions/refunds in the payroll system.	47	12	Implied Decimal	######################################	"000000002312" for \$23.12 deduction; Or -0000000913" for \$9.13 refund	>	æ	
Employer Adjustment Amount	C M E I	20	12	Implied Decimal	****	"00000002312" for \$23.12 deduction; Or 00000000913" for \$9.13 refund	z	œ	
l axable Benefit Amount	Amount that will be used for employee taxable benefit amounts or imputed income in the payroll system.	12	12	Implied Decimal	######	'000000002312' for \$23.12 taxable amount;	z	œ	

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ATTACHMENT 2

CONSENT AGENDA DECEMBER 15, 2016



TRAILER SPECIFICATION

Field Name	Description	From	From Length	Data Type	Example	Required
Trailer Tag	This field should contain the string identifying the trailer record.	Ł	n	Character	TRL	¥
Interface ID	Unique ID that identifies the interface file.	4	10	Character	'UOIPAYR'	7
Total Records Count	The records count in the trailer does not include header & trailer records.	41	œ	Integer	'00001345' for 1345 records	~
Total Employee Amount	The total amount of the 'Employee Deduction Amount' column.	22	18	Integer	'000012345678912345'	≻
Total Employer Amount	The total amount of the 'Employer Deduction Amount' column.	40	18	Integer	'000012345678912345'	~
Total Employee Adjustment Amount	The total amount of the 'Employee Adjustment Amount' column.	58	18	Integer	'000012345678912345'	7
Total Employer Adjustment Amount	The total amount of the 'Employer Adjustment Amount' column.	76	18	Integer	'000012345678912345'	×
Total Taxable Amount	The total amount of the 'Taxable Benefit Amount' column.	94	18	Integer	'000012345678912345'	≻

CONSENT AGENDA DECEMBER 15, 2016

CONSENT AGENDA
DECEMBER 15, 2016

ATTACHMENT 2

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Notes Below are the codes used in Banner for payroll deductions. Client Client Description Cost t Deduction Code Client Description Cost t Deduction Code Client Description Cost t Deduction Code ADD Accidental Death & Dismemberment YES DE1 Dental After Tax YES YES DPL Dental YES YES YES DPL Dental YES YES YES DPL Dental YES YES YES DPL Dependent Life YES YES YES FIX Beandent Life YES YES YES FIX Beandent Care Spending YES YES YES FIX Beandent Care Spending YES YES YES FIX Beandent Care Spending YES YES YES HI7 Employer contribution for Medical Insurance NES YES HI7 Health Savings Account YES	Banner for payroll d erment erment dical Insurance	eductions. Cost to Include EE ER YES no YES	nctude ER no no no YES YES	MS Benefit Type OADD DTAX	Notes
	tion erment cical Insurance e > \$50,000	Cost to I EE YES YES YES YES YES YES YES YES In O	nclude ER no no YES YES YES	MS Benefit Type OADD DTAX	Notes
	tion erment cical Insurance	Cost to I EE YES YES YES YES YES YES YES AC	nctude ER no no YES YES	MS Benefit Type 0ADD DTAX	Notes
	erment cical Insurance e > \$50,000	YES YES YES YES YES YES YES YES YES YES	ER no no ves ves ves ves	0ADD DTAX	NOLES
	erment cical Insurance	YES Yes YES YES YES YES YES YES	no no YES YES YES	0ADD DTAX	
	cical Insurance	YES YES YES YES YES YES YES Ino	no YES YES	DTAX	
	:d(cal Insurance	YES YES YES YES YES YES	no Nes Yes Yes Yes	NO A	
	dical Insurance	YES YES YES YES	ves Ves Ves Ves	DENT	
	cical Insurance	YES YES YES	YES YES YES	DITE	a contraction of the second
	cical Insurance	YES no YES no	YES YES YES	DCRA	
	clical Insurance	no YES no	YES	HCRA	
	10 -> \$50,000	YES	YES	MEDC	Dummy code to track ER
	1c > \$50,000	OU		HSA7 / HSAM	contribution for accounting
	ie > \$50,000	00			Standard Imputed Income -
			OL	IMPL	10/16/12: Remove from the
		-	VEC	11.0	Basic life is now being mapped to
	and and a second	01	3	DLIF	hoth I TDB (ee) and I TD7 (er) man
LTD Long Term Disability - Buyup		YES	ou	LTDB	to the LTD deduction code
		DO	YES	LTDZ	both LTDB (ee) and LTDZ (er) map to the LTD deduction code
ME1 Medical After Tax		Yes	no	HTAX	
ME2 Medical - PPACA	F	YES	YES	нгтн	EE pays 100% of the pre-tax cost. If division = UIM. send med as ME2
MED. Medical		YES	YES	HLTH	
OEA Imputed Income - Combined		Q	VFC	TTAV	This is a combine code of DTAX
		DO	YES	DTAX	LEN T HIAN (ER) + VIAN (EK)
		ou	YES	HTAX	
1		no	YES	VTAX	
SPL Spouse Life		YES	no	SLIF	
STD Short Term Disability - Buyup	0	YES	ΟŬ	STDB	both STDB (ee) and STDZ (er) map to the STD deduction code
		DO	YES	STDZ	both STDB (ee) and STDZ (er) map to the STD deduction code
		YES	UΟ	OLIF	
		YES	υu	VISN	
V.E.L VISION ATTER Tax		Yes	ou	VTAX	
		Notes			

CONSENT - BAHR - SECTION II

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ATTACHMENT 2



Morneau Shepell is a North American company with global reach offering an integrative approach to health, benefits, retirement, and employee assistance needs. In the United States, Morneau Shepell provides expertise in plan administration, retirement solutions, and billing management with a highly flexible technology platform that improves its clients' performance. With 50 years of experience, the Company has almost 4,000 employees and serves approximately 20,000 clients ranging from health plans, small businesses, large corporations, associations, unions, and local and state governments.

morneaushepell.com

@Morneau_Shepell



Morneau Shepell

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University of Idaho

Contracts & Purchasing Services 1028 West Sixth Street Moscow, Idaho 83844-2006

REQUEST FOR PROPOSALS NO. 16-78M

FOR

Employee Benefits Enrollment Management

For Additional Information, Please Contact: Julia R. McIlroy, Director Phone: 208.885.6123 Email: juliam@uidaho.edu

Date Issued: May 1, 2016

Proposals Due: May 31, 2016

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for an employee benefit enrollment management system with COBRA and retiree health and welfare administration. The University has a staff of approximately 2300 employees with 890 current retirees.

Demonstrations and/or interviews may be requested at the University's discretion to clarify functionality and performance of proposed system.

Please note: Bidders are required to read Idaho Administrative Code (Department of Insurance) IDAPA 18.01.27 sections 027 and 029 and confirm that they will meet the requirements of those sections. Bidder must be able to meet these requirements; specifically requirements outlined in IDAPA 18.01.27.04, IDAPA 18.01.27.29, and IDAPA 18.01.27.30. Bidder must confirm ability to meet requirements of all sections and acknowledge such in proposal. Bidder must identify any specific issues they anticipate in meeting the requirements of the referenced administrative rule. http://adminrules.idaho.gov/rules/current/18/index.html

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m., Pacific Time, on to University of Idaho Contracts & Purchasing Services, 1028 West Sixth Street, Moscow, ID 83844-2006.

Please note: Proposers are highly encouraged to ship via FedEx Express Service to ensure desktop delivery.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted. Proposals received after the exact time specified for receipt will not be considered.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. *By submitting a proposal, the Proposer is accepting the terms and conditions set forth in this Request for Proposal, and any addendums thereto, which includes general contract terms and conditions and purchase order terms and conditions.* The terms and conditions set forth in the Request for Proposal, and the Proposal and any terms and conditions included therein that are accepted by the University shall serve as the Agreement terms and conditions. The Agreement shall be subject to the applicable laws of the State of Idaho. The order of precedence of Agreement documents shall be RFP then Proposal. In addition, the Purchase Order terms and conditions shall apply to all purchase orders used under this contract. No other terms and conditions shall apply unless agreed to in writing by the parties.

1-3 REQUEST FOR PROPOSAL SCHEDULE

- 5/1/16 Request for Proposals issued
- 5/15/16 Inquiries due
- 5/31/16 Proposals Due @ 4:00 p.m.

1-4 INQUIRIES

All inquiries concerning this request shall be submitted via email and received no later May 15, 2016 to:

Julia R. McIlroy, Director – juliam@uidaho.edu

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 PROPOSAL COPIES

Six (6) complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 <u>REJECTION OF PROPOSALS</u>

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

CONSENT - BAHR - SECTION II

1-13 TERM OF AGREEMENT

The initial term of this agreement shall be five (5) years, commencing upon the date of execution by the university. The term of this agreement may, if mutually agreed upon in writing, be extended by two-year increments for a total of ten (10) additional years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

1-15 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data THAT IS LABELED CONFIDENTIAL BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-16 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

1-17 <u>RECORD OF PURCHASES</u>

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-18 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the University Controller within five working days after the award is made. Keeping track of the date an award is made is the responsibility of the Proposer(s).

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 <u>GENERAL</u>

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 <u>RFP RESPONSE OUTLINE</u>

- A. <u>Response Sheet</u>: The proposal Response Certification (page 5) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. <u>Background and History</u>: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.
- C. <u>References</u>: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where services similar in scope to the requirements of this RFP are currently provided. In addition, please provide references for three firms whose business you have lost in the last three years.
- D. Experience and Support: Describe Proposer's experience in performing the requested services.
- E. <u>Costs</u>: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.
- F. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

3.1 Current conditions:

• Active Employee Enrollment : 2526

Medical Plans	2 plans
Prescription Plan	
Dental Plans	2 Plans
Vision	2 Plans
Life Insurance	Basic, Employee Supplementary Life, Dependent
	Life (Spouse & Child), AD&D
Disability	STD, LTD – 1 base option, 2 buy-up options
HSA	Send enrollment information, but NOT elections
	amounts to vendor
FSA	Health Care Spending Account
	Dependent Care Spending Account
EAP	For billing only

• Current Cobra Enrollment : 20 -

• Retiree : 888 current – estimated additional retirees in the next 3 years 200 – 300,

Eligibility	4 Tiers
Medical Plans	2 Pre-Medicare Plans
	2 Post-Medicare Plans
	NOTE: Retirees make lifetime elections there is no
	annual enrollment period
Prescription Plan	
Dental Plans	1 plan
Life Insurance	Flat amount
EAP	For billing only

3.2 Technical specifications:

Please fully describe how your system meets the following requirements:

Categories:

- Policy on:
 - o System capabilities to process multiple effective dates
 - o Handling life event changes; expedite enrollment when necessary, i.e. birth
 - Ability to Managing retroactive changes, including calculating premium and contribution amounts and then include on regular payroll file
- Communication process
 - Will University of Idaho have access to all employee communications between Vendor and employees? Example: if employee calls Vendor, will we have access to notes?
 - Please provide samples of your employee communication materials, including new hire benefits information and instructions, COBRA election notices, and all other standard letters.
 - o Is vendor able to Email users directly, follow-up, etc
- Interfaces to ERP (Banner): Processes for passing employee demographics data to vendor system and accepting benefits data from vendor for payroll processing on biweekly schedule.
 - o Any existing vendor interfaces with Banner clients
 - o Data requirements for vendor
 - o Ability to meet data requirements and payroll processing deadlines consistently and accurately
 - o Interface formats
 - o Secure file transport functionality
- Interfaces to Banner Self Service,: Allow for single sign on, i.e. employee signs on to Banner Self Service and authentication is passed logging the employee into the vendor's system.

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- Quality Control, Data Integrity
 - o Change management methodology and process
 - o What other processes are in place?
- Strategy for identifying and resolving errors
 - Contingency plans
 - \circ Notifications
 - o Test files -. Explain testing model, testing platform and how current is the data in testing environment?
- Implementation process, please provide detailed description as well as timeline for both initial implementation and annual enrollment updates.
 - o Does your system allow for midyear changes to employer rates/premiums?
 - o Retroactive changes with multiple rates across plan years?
- Vendor's Internal Systems
 - o Timely delivery of payroll data
 - 1. Processes and procedures in place to ensure regularly defined delivery time
 - o Billing and reporting for benefit vendors, third party administrators
 - Retiree billing
 - Enrollment changes
- Historical Information
 - o Provide Historical Data upon termination for contract
 - o House historical data from prior administrators
 - 1. Requirements and process for data transition
- Reporting available: What is your standard reporting package? Can the university run ad-hoc reports using an online reporting system?
- Life Insurance: Administer EOI for Life Insurance.
- COBRA:
 - Direct Billing to participants. Administration in-house including payment processing? If not, please list the name and location of the vendor you partner with.
 - o Online Access for participants to review election and payment information
 - Is COBRA Administration in-house? If not, please list the name and location of the COBRA vendor you partner with.
- Customer Service:
 - o Where is your call center located and what are the standard hours of operation staffed by a live CSR?
 - o What is the turnover rate among CSR in this unit?
 - o What is the training process for the CSR staff?

IMPLEMENTATION

Date of Implementation: Please detail implementation timeline with critical milestones. Open Enrollment should begin approximately 10/15 so we need to have the new system in place. Please list expectations and dates for any risks to the project which are outside your control or that the University must perform a task or provide information.

TRAINING

Please fully describe training and system access available. Please list typical University by function to receive any requisite training for systems trouble shooting, access and updating of information and/or ad hoc or standard reporting.

SYSTEM/SOFTWARE UPGRADES

All upgrades or changes to software should be fully tested in a non-production or development environment to insure that the production environment is not compromised. Please describe the ability of the University to be involved in testing and satisfied that the production environment will not be compromised

Demonstrations and/or interviews may be requested at the University's discretion to clarify functionality and performance of proposed system. If requested, the vendor must be prepared to give a demonstration up to 10 minutes to allow the University to see a "real-life" current service at another client utilizing the proposer's software. The demonstrations will be via distance over "WebEx" or some similar media. Additional detailed information will be provided to the shortlisted vendors prior to the interviews and demonstrations.

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Please describe compliance with information security and data management under section 6-34 through 6-41 as specified in Section six.

Please address specific questions regarding any proposed interfaces as outlined in Appendix A of this RFP.

The successful proposer will be required to enter into a Business Associate Agreement with the University.

Bidders are required to read Idaho Administrative Code (Department of Insurance) IDAPA 18.01.27 sections 027 and 029 and confirm that they will meet the requirements of those sections. Bidder must be able to meet these requirements; specifically requirements outlined in IDAPA 18.01.27.04, IDAPA 18.01.27.29, and IDAPA 18.01.27.30. Bidder must confirm ability to meet requirements of all sections and acknowledge such in proposal. Bidder must identify any specific issues they anticipate in meeting the requirements of the referenced administrative rule. http://adminrules.idaho.gov/rules/current/18/index.html

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost and technical standpoint.

4-3 **PROPOSER INVESTIGATION**

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

- Price
- User Interface; with employee, benefit staff and current ERP system
- Administrative Services; including COBRA, billing administration and retiree management
- References and Demonstrations
- Integration process and support
- Data Integrity and Software Security

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consistent of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 <u>ASSIGNMENT</u>

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 <u>TERMINATION FOR CONVENIENCE</u>

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 <u>APPLICABLE LAW AND FORUM</u>

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 <u>GENERAL QUALITY</u>

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 <u>SEVERABILITY</u>

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6-45 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

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6-17 DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

6-18 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-19 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

6-20 <u>REGENTS' APPROVAL</u>

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-21 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-22 <u>HEADINGS</u>

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-23 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-24 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

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6-25 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-26 FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-27 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-28 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-29 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-30 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO INFORMATION SECURITY AND DATA MANAGEMENT:

6-34 Data Compromise Response

a. Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Customer or End User Data, Vendor will notify Customer, fully investigate the incident, and cooperate fully with Customer's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Customer.

b. Notwithstanding any other provision of this agreement, and in addition to any other remedies available to Customer under law or equity, Vendor will reimburse Customer in full for all costs incurred by Customer in investigation and remediation of such Data Compromise, including but not limited to providing notification to third parties whose data were compromised and to regulatory agencies or other entities as required by law or contract; the offering of 12 months' credit monitoring to each person whose data were compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Compromise.

6-35 Data Integrity

Vendor will take commercially reasonable measures, including regular data integrity audits, to protect Customer and End User Data against deterioration or degradation of data quality and authenticity.

6-36 Data Privacy

a. Vendor will use Customer Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for Customer's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Customer or a as otherwise required by law. By way of illustration and not of limitation, Vendor will not use such data for Vendor's own benefit and, in particular, will not engage in "data mining" of Customer or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Customer.

b. All Customer and End User Data will be stored on servers, located solely within the Continental United States.

c. Vendor will provide access to Customer and End User Data only those Vendor employees and subcontractors who need to access the data to fulfill Vendor's obligations under this Agreement. Vendor will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with, the data protection provisions of this Agreement, and have undergone all background screening and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling prior to being granted access to the Data.

6-37 Data Retention and Disposal

a. Vendor will use commercially reasonable efforts to retain data in an End User's account, including attachments, until the End User deletes them or for an alternative time period mutually agreed by the parties.

b. Using appropriate and reliable storage media, Vendor will regularly back up Customer and End User Data and retain such backup copies for a minimum of 12 months. At the end of that time period and at Customer's election, Vendor will either securely destroy or transmit to Customer repository the backup copies. Upon Customer's request, Vendor will supply Customer a certificate indicating the records destroyed, the date destroyed, and the method of destruction used.

c. Vendor will retain logs associated with End User activity for a minimum of 12 Months, unless the parties mutually agree to a different period.

d. Vendor will immediately place a "hold" on the destruction under its usual records retention policies of records that include Customer and End User Data, in response to an oral or written request from Customer indicating that those records

may be relevant to litigation that Customer reasonably anticipates. Oral requests by Customer for a hold on record destruction will be reduced to writing and supplied to Vendor for its records as soon as reasonably practicable under the circumstances. Customer will promptly coordinate with Vendor regarding the preservation and disposition of these records. Vendor shall continue to preserve the records until further notice by Customer.

6-38 Data Security and Integrity [under review by IT security personnel]

a. All facilities used to store and process Customer and End User data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a s similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all Customer Data and End User Data will be encrypted in transmission (including via web interface) and storage at no less than 128 bit level encryption. Vendor agrees and certifies that it, the system or any third parties working on the vendor's behalf have complied with all applicable requirements to be considered PCI- level 1 compliant and has taken all necessary steps to validate its compliance with the PCI DSS and PA DSS. Vendor is required to demonstrated compliance with this requirement by maintaining the application listing on The PCI Security Standards Council (see https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true).

b. Vendor will use industry standard and up to date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

d. Vendor will at its expense conduct or have conducted at least annually:

• A SAS 70 audit of Vendor's security policies, procedures and controls resulting in the issuance of a Service Auditor's Report Type II;

• A vulnerability scan, performed by a scanner approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement; and

• A formal penetration test, performed by a process and qualified personnel approved by Customer, of Vendor's systems and facilities that are used in any way to deliver services under this Agreement.

e. Vendor will provide Customer upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. Customer may require, at its expense, Vendor to perform additional audits and tests, the results of which will be provided promptly to Customer.

6-39 Data Transfer upon Termination or Expiration

a. Upon termination or expiration of this Agreement, Vendor will ensure that all Customer and End User Data are transferred to Customer or a third party designated by Customer securely, within a reasonable period of time, and without significant interruption in service. Vendor will ensure that such migration uses facilities and methods are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that Customer will have reasonable access to Customer and End User Data during the transition.

b. Vendor will notify Customer of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and providing Customer access to Vendor's facilities to remove and destroy Customer owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Customer. Vendor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Customer. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Customer, all such work to be coordinated and performed in advance of the formal, final transition date.

6-40 Response to Legal Orders, Demands or Requests for Data

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a. Except as otherwise expressly prohibited by law, Vendor will:

• Immediately notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Customer and/or End User Data;

• Consult with Customer regarding its response;

• Cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request; and

• Upon Customer's request, provide Customer with a copy of its response.

b. If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Customer or End User Data maintained by Vendor, Customer will promptly provide a copy to Vendor. Vendor will promptly supply Customer with copies of data required for Customer to respond, and will cooperate with Customer's reasonable requests in connection with its response.

6-41 Service Levels; Interruptions in Service; Suspension and Termination of Service; Changes to Service:

a. Vendor warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services. Vendor further warrants that the Services will be Operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%. In the event of a Service outage, Vendor will (a) promptly and at Vendor's expense use commercial best efforts to restore the Services as soon as possible, and (b) unless the outage was caused by a Force Majeure event, refund or credit Customer, at Customer's election, the prorated amount of fees corresponding to the time Services were unavailable. Neither party will be liable to the other for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by forces beyond that party's reasonable control, provided that the party resumes performance as soon as it is reasonably able to do so.

b. From time to time it may be necessary or desirable for either the Customer or Vendor to propose changes in the Services provided. Such changes shall be made pursuant to the Change Control Procedure. Automatic upgrades to any software used by Vendor to provide the Services that simply improve the speed, efficiency, reliability, or availability of existing Services and do not alter or add functionality, are not considered "changes to the Services" and such upgrades will be implemented by Vendor on a schedule no less favorable than provided by Vendor to any other customer receiving comparable levels of Services.

c. Vendor will provide Customer with seven days' prior notice of scheduled downtime in the provision of Services for maintenance or upgrades. To the extent possible, Vendor will schedule downtime during times of ordinarily low use by Customer. In the event of unscheduled and unforeseen downtime for any reason, except as otherwise prohibited by law Vendor will promptly notify Customer and cooperate with Customers' reasonable requests for information regarding the downtime.

d. Customer may suspend or terminate (or direct Vendor to suspend or terminate) an End User's access to Services in accordance with Customer's policies. Customer will assume sole responsibility for any claims made by End User regarding Customer's suspension/termination or directive to suspend/terminate such service. Vendor may suspend access t to Services by Customer or an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Vendor's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Vendor may suspend Customer's access to Services if, after at least thirty (30) days' written notice to Customer and subsequent good faith, commercially reasonable efforts to resolve the matter with Customer to the parties' mutual satisfaction, Customer remains in material breach of this Agreement. The suspension will be lifted immediately once the breach is cured. Vendor may suspend access to Services by an End User in response to (i) a material breach by End User of any terms of use s/he has agreed to in connection with receiving the Services. Vendor will notify Customer of any suspension of End User access to Services before suspension or, if notice before is not f feasible, as soon as reasonably possible thereafter.

6-41 Health Insurance Portability and Accountability Act (HIPAA)

I understand that during the course of providing services to the University, I may receive or have access to University of Idaho current and former employee confidential and propriety information, including but not limited to information

ATTACHMENT 3

concerning benefit election, patient information, employees, affiliated physicians and practitioners, business operations, etc. I agree that I will maintain the confidentiality of such information, and will not use or disclose such confidential information except as required to fulfill my duties under the contract; as expressly authorized by the University of Idaho; or as required by law. Specifically, I agree to maintain the confidentiality of protected health information concerning the University of Idaho's current and former employees consistent with the requirements of HIPAA and its implementing regulations, as amended, including the security and privacy regulations contained in 45 C.F.R. part 164.

SECTION 7 - INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of

the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

7.3.2.4 Professional Liability. If professional services are supplied to Institution, Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made

during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

UNIVERSITY OF IDAHO GENERAL TERMS AND CONDITIONS

- 1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
- 2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
- 3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
- 4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
- 5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
- 6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
- 8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
- 9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
- 10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
- 11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
- 12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
- 13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

- 14. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
- 15. TAXES: The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
- 16. BINDING EFFECT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
- 17. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
- 18. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
- 19. FORCE MAJEURE: Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 20. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
- 21. PRICE WARRANTY FOR COMMERCIAL ITEMS: Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
- 22. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
- 23. UNIVERSITY REGULATIONS: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
- 24. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor* *If bid is awarded to Contractor Page 1 of 2

<u>Give this form to your insurance agent / broker</u>

Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

<u>Certificates without a copy of these instructions will not be accepted</u>.

Contractor and its subcontractors of any tier ("Insured") are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho ("Certificate Holder") with a Certificate of Insurance within seven (7) days of the signing of this Contract.

• Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho Attn: Risk Management P.O. Box 443162 Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor* *If bid is awarded to Contractor Page 2 of 2

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- <u>Commercial General and Umbrella Liability Insurance</u>. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- <u>Commercial Auto Insurance</u>. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- <u>Business Personal Property and/or Personal Property</u>. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- <u>Workers' Compensation</u>. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- <u>Professional Liability</u>. If professional services are supplied to the Institution, Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact: risk@uidaho.edu

Appendix A – Proposed Application Interfaces

For any proposed interfaces to and from the University of Idaho's Banner database (or any other locally hosted enterprise database), please address the following questions:

- What specific interfaces are proposed? Please indicate whether they are incoming or outgoing and what implementation options (batch or real-time) are available?
- Please provide an overview of the processing requirements of the proposed interfaces.
- Does the vendor provide an existing interface for the University of Idaho database application (i.e. Banner)? Please explain in detail.
- Does the proposed interface architecture require additional products or configurations beyond a standard Oracle database configuration? Will any additional software be required for the University infrastructure? Please explain in detail.
- If additional software will be required to implement the interface, will the initial cost and yearly maintenance included in the proposal?
- Can existing interface feeds already in place at the University of Idaho be accommodated by the vendor? What would be necessary to evaluate and estimate those existing interfaces?
- Will the proposed interface operate totally within University of Idaho trusted network or will data be transmitted remotely? Please describe in detail.
- What University of Idaho enterprise database(s) will be involved in the interface?
- What data elements will be extracted from or loaded into these databases? List schema, table, column and description for each data element needed, if known.
- Please describe any data to be included in the proposed interfaces that could be considered sensitive personal information?
- Will the interface require direct access to a University of Idaho database server? Please describe in detail. NOTE: Access to database servers other than through database communication port(s) is currently prohibited.
- If a real-time interface is being proposed, please describe the architecture in detail.
- What party will be responsible for building the interface (the vendor or University of Idaho staff)? Please explain in detail.
- If the proposed interface will be based on direct access to the University of Idaho database, will the connection be made from an identifiable list of vendor-hosted servers? Please explain in detail.
- Do the proposed interfaces process only full datasets or does the functionality allow for incremental updates to the University of Idaho database application(s)?
- What mechanism is provided to receive and evaluate the status of a load operation (i.e. how many rows were loaded successfully or failed, and why)? Please describe in detail.

CONSENT - BAHR - SECTION II

- Will a detailed specification document be provided for each proposed interface? Please provide an example of the proposed format.
- Will a configuration management plan be provided to ensure that any changes to interfaces are properly tested in a controlled environment prior to implementation? Please explain in detail.
- Can a fully functional test environment be provided, with a complete University dataset, for testing interface modifications prior to implementation?
- How will the vendor ensure that processing deadlines for time-critical interfaces are monitored and met to ensure University operations are not adversely impacted?

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SUBJECT

Programs and Changes Approved by Executive Director - Quarterly Report

REFERENCE

August 2016

Board received quarterly report.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.8.a., Postsecondary Program Approval and Discontinuance

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.3.c.i. and 4.b, prior to implementation the Executive Director may approve any new, modification, and/or discontinuation of academic or career technical education programs, with a financial impact of less than \$250,000 per fiscal year. Each institution has indicated that their respective program changes, provided in Attachment 1, fall within the threshold for approval by the Executive Director.

Consistent with Board Policy III.G.8.a., the Board office is providing a quarterly report of program changes from Idaho's public institutions that were approved between August 2016 and November 2016 by the Executive Director.

ATTACHMENTS

Attachment 1 – List of Programs and Changes Approved by the Page 3 Executive Director

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

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Academic Programs Approved by Executive Director August 2016 and November 2016

Institution	Program Changes
BSU	Discontinue BA in Elementary Education, Bilingual/ENL

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)
BSU	Add a Supervisor/Director of Special Education endorsement to the M.Ed. and Ed.S. in Educational Leadership
BSU	Change name for Center for Public Policy and Administration to Idaho Policy Institute
BSU	Change name for Basque Studies Consortium to Basque Global Perspective
BSU	 Name changes: Graduate Certificate in Educational Gaming and Simulations to Educational Games and Simulation Graduate Certificate in Mathematics Consulting Teacher to Mathematical Thinking for Instruction Rename the "STEM Secondary Education" emphasis in the BS in Biology to instead be "Secondary Education Emphasis." Rename the "STEM Secondary Education" emphasis in the BS in Chemistry to instead be "Secondary Education Emphasis." Rename the "STEM Secondary Education" emphasis in the BS in Geosciences to instead be "Secondary Education Emphasis." Rename the "STEM Secondary Education" emphasis in the BS in Geosciences to instead be "Secondary Education Emphasis." Rename the "STEM Secondary Education" emphasis in the BS in Physics to instead be "Secondary Education Emphasis." Rename the "STEM Secondary Education" emphasis in the BS in Civil Engineering to instead be "Secondary Education Emphasis." Rename the "STEM Secondary Education" emphasis in the BS in Civil Engineering to instead be "Secondary Education Emphasis." Rename the "STEM Secondary Education" emphasis in the BS in Materials Science and Engineering to instead be "Secondary Education Emphasis."
BSU	 New emphasis in Cybersecurity within the BS in Computer Science Rename the STEM Secondary Education emphasis in the BS in Mathematics to Secondary Education Emphasis Rename the STEM Secondary Education emphasis in the BS in Electrical and Computer Engineering to Secondary Education Emphasis Rename BA in Elementary Education, Bilingual/ENL to Elementary Education, Bilingual/ENL – TESOL Rename BA in Elementary Education, ENL to Elementary Education, ENL – TESOL
BSU	Create the following program components: • Minor in Political Communication • Minor in Criminal Justice • Emphasis in Pre-Athletic Training • Minor in Linguistics
BSU	Create an undergraduate certificate in Design Ethnography
BSU	Bifurcate the existing Department of Marketing and Finance into two separate departments to be called Department of Marketing and Department of Finance
CSI	Curriculum changes for General Business and Economics programs
ISU	Change name of Rhetoric emphasis to emphasis in Rhetoric and Media Affairs

Institution	Other Program Changes (Does not require approval but requires notification to OSBE per policy III.G.)				
UI	Expand existing Computer Science program to Coeur d'Alene, in partnership with North Idaho College				
	• Expansion will occur in two phases. In the first phase, the UI will offer the third year curriculum in Coeur d'Alene, effective fall 2016 and in the second phase, the UI will offer the fourth year curriculum in Coeur d'Alene, effective fall 2017. During both implementation phases, NIC will continue to offer the first two years of the curriculum in Coeur d'Alene and the UI will continue to offer the full curriculum on the Moscow campus				

Professional - Technical Education Programs Approved by Executive Director

Institution	Program Changes
CWI	Discontinue Intermediate Technical Certificate offered in Medical Assistant program
NIC	Addition of new Medical Laboratory Technology, AAS

SUBJECT

State General Education Committee Appointments

REFERENCE

October 2014	The Board approved membership of the General Education Committee.
February 2014	The Board received a CCI Plan update that focused exclusively on General Education Reform and approved the first reading of proposed new policy III.N, General Education.
April 2014	The Board approved the second reading of proposed new Policy III.N, General Education.
June 2016	The Board approved membership of new members to the General Education Committee

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures section III.N. General Education.

BACKGROUND/DISCUSSION

Board Policy III.N, provides that the General Education Committee will review the competencies and rubrics of the General Education framework for each institution to ensure its alignment with AAC&U Essential Learning Outcomes and that faculty discipline groups will have ongoing responsibilities for ensuring consistency and relevance of general education competencies related to their discipline. The General Education Committee consists of a representative from each of the institutions appointed by the Board; a representative from the Division of Career Technical Education; and, as an ex officio member, a representative from the Idaho Registrars Council.

Idaho State University (ISU) and Boise State University (BSU) have forwarded names for consideration to formally replace committee members due to administrative/structural changes on campuses.

IMPACT

The proposed appointment replaces ISU and BSU representatives on the Committee.

ATTACHMENTS

Attachment 1 – Current Committee membership

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University has changed roles of their faculty members. Dr. Joanne Tokle will resume responsibilities as the Interim Associate Vice President for Undergraduate Affairs on campus currently filled by Dr. Margaret Johnson for the 2016-17 academic year. Boise State University has identified Dr. John Bieter to replace Dr. Vicki Stieha due to restructure of responsibilities at BSU. Board staff recommends approval.

BOARD ACTION

I move to appoint Dr. Joanne Tokle, representing Idaho State University; and Dr. John Bieter, representing Boise State University to the General Education Committee, effective immediately.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

State Board of Education General Education Committee

Cindy Bond is an Instructional Dean at the College of Southern Idaho.

Larry Briggs is the Dean of General Studies at North Idaho College.

Mary Flores is the Dean for Academic Programs at Lewis-Clark State College.

Kenton Bird is the Director of General Education at the University of Idaho.

Peggy Nelson is the Division Manager for the General Education Division at Eastern Idaho Technical College.

Jana McCurdy is the Associate Vice President for Academic Affairs at the College of Western Idaho.

Vicki Stieha is the Director of the Foundational Studies Program at Boise State University.

Margaret Johnson is the Faculty Affairs Coordinator at Idaho State University.

Susan Johnson is the Director of Program Standards at the Division of Career Technical Education.

Kris Collins is the Registrar at Boise State University.

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SUBJECT

Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Committee Appointment

REFERENCE

February 2014	Board appointed Matt Borud as the Commerce Representative to the Idaho EPSCoR Committee
	(Replacing Gynii Gilliam)
October 2014	Board appointed Dr. Todd Allen as the INL
	Representative to the Idaho EPSCoR Committee
	(Replacing Dr. Hill)
February 2015	Board appointed Senator Tibbits to the Idaho EPSCoR
	Committee (Replacing Senator Goedde)
April 2015	Board appointed Dr. Cornelis J. Van der Schyf to the
-	Idaho Experimental Program to Stimulate Competitive
	Research (replacing Dr. Howard Grimes)
October 2015	Board reappointed Representative Maxine Bell and
	Doyle Jacklin and appointed Gynii Gilliam and Senator
	Roy Lacey (replacing Doug Chadderdon and Senator
	Tippits, respectively)
June 2016	Board appointed Dr. Kelly Beierschmitt to the Idaho
	Experimental Program to Stimulate Competitive
	Research (replacing Todd Allen)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.W.

BACKGROUND/DISCUSSION

The Experimental Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policy established by the Idaho State Board of Education (Board). The purpose of EPSCoR is to build a high-quality, academic research base to advance science, technology, engineering and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board for five (5) year terms. The membership of this committee is constituted to provide for geographic, academic, business and state governmental representation as specified in Board policy including the Vice Presidents of Research from the University of Idaho, Boise State University, and Idaho State University. Members are allowed to serve up to three (3) consecutive terms.

The Idaho EPSCoR Committee is requesting the appointments of Dr. David Hill, Skip Oppenheimer, and Dr. Janet Nelson. Dr. Hill would be replacing Dr. Bill Goesling, whose term on the Idaho State Board of Education expired. Mr. Oppenheimer would be replacing Mr. Francisco Roberto who stepped down and whose term expired on June 30, 2016. Mr. Oppenheimer would be serving as a representative of the private sector. Dr. Nelson would be replacing Dr. Jack McIver who retired as the Vice President of Research at the University of Idaho. Dr. Nelson is the new Vice President of Research at the University of Idaho.

ATTACHMENTS

Attachment 1 – Current Committee Membership	Page 3
Attachment 2 – Skip Oppenheimer – Letter of Interest	Page 4

STAFF COMMENTS AND RECOMMENDATIONS

If appointed, Dr. Hill and Dr. Nelson would serve as ex-officio members, without term limits. Mr. Oppenheimer would serve the remainder of Mr. Francisco Roberto's term, if he had been reappointed in July 1, 2016, which expires on June 30, 2021.

Board staff recommends approval.

BOARD ACTION

I move to appoint Dr. David Hill to the Experimental Program to Stimulate Competitive Research Idaho Committee as an ex-officio member based on his position as a member of the Idaho State Board of Education.

Moved by_____ Seconded by_____ Carried Yes____ No____

I move to appoint Dr. Janet Nelson to the Experimental Program to Stimulate Competitive Research Idaho Committee as an ex-officio member based on her position as the Vice President of Research at the University of Idaho.

Moved by_____ Seconded by_____ Carried Yes____ No____

I move to appoint Skip Oppenheimer to the Experimental Program to Stimulate Competitive Research Idaho Committee as a representative of the private sector effective immediately and expiring on June 30, 2021.

Moved by_____ Seconded by_____ Carried Yes_____ No____

EPSCoR Committee Members VOTING MEMBERS (16 members)

	Original				
Member Name	Appt.	Re-appointment	Expires	Representing	Position
Barneby, David G.	9/9/2008	12/13/2013	6/20/2018	Private Sector	(Retired)VP Nevada Power
Beierschmitt, Kelly	6/16/2016		Ex-officio	INL	
Bell, Maxine	12/13/2006	10/22/2015	6/30/2020	House of Rep	House of Rep.
Borud, Matt	2/22/2014		Ex-officio	Commerce	Idaho Department of Commerce
Dave Tuthill	8/16/2012		6/30/2017	Private Sector	
Gilliam, Gynii	10/22/2015		6/30/2019	Private Sector	Private sector
Jacklin, Doyle	12/13/2006	2/18/2010 10/22/2015	6/30/2020	Private Sector	Chairman
Lacey, Roy	10/22/2016		6/30/2020	Senate	State Senate
McIver, John "Jack"	9/9/2008		Ex-officio	VPR	UI - VPR
Noh, Laird	12/13/2006	12/13/20110 7/1/2011	6/30/2016	Private Sector	Vice-Chair
Ray, Leo	12/16/2006	12/13/2010 7/1/2011	6/30/2016	Private Sector	Fish Breeders
Roberto, Francisco (Frank)	7/1/2011	12/9/2010	6/30/2016	Private Sector	INL - Biological Systems Department (Private)
Rudin, Mark	12/13/2006		Ex-officio	VPR	BSU - VPR
Shreeve, Jean'ne	12/13/2006	2/21/2013	6/30/2019	Private Sector	UI - Professor
Stevens, Dennis	12/13/2006	2/18/2010	6/30/2020	Private Sector	Physician
Van der Schyf, Cornelius "Neels"	4/16/2015		Ex-officio	VPR	ISU - Interim VPR

NON-VOTING MEMBERS (2 members)

Member Name	Original Appt.	Expires	Position
TBD		Ex-officio	Representative from Governors Office
Bill Goesling		Ex-officio	Idaho State Board Members

OPPENHEIMER COMPANIES, INC.

Wells Fargo Center 877 West Main Street, Suite 700 • Boise, Idaho 83702 • Phone (208) 343-4883

November 21, 2016

Dr. Laird Noh Chair, Idaho EPSCoR Committee PO Box 443029 Moscow, ID 83844-3029

Dear Laird:

Thank you for your interest and consideration of my being nominated as a member of the Idaho EPSCoR Committee.

I was honored when I was approached with the opportunity by you and Peter Goodwin.

Education has been a personal, life-long passion of mine. I have dedicated a fair amount of effort to being involved in organizations that support educational progress, including the importance of STEM. Such examples are serving as Co-Chair of Community College Yes Campaign and Founding Chair of Idaho Business for Education.

I am attaching a copy of my bio for your information.

I appreciate the opportunity and being considered for service on the Idaho ESPCoR Committee.

Best

Arthur F. (Skip) Oppenheimer Chairman/CEO

SUBJECT

President Approved Alcohol Permits Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

BACKGROUND/DISCUSSION

The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by, and in compliance with, Board policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

The last update presented to the Board was at the October 2016 Board meeting. Since that meeting, Board staff has received thirty (30) permits from Boise State University, sixteen (16) permits from Idaho State University, fourteen (14) permits from the University of Idaho, and one (1) permit from Lewis-Clark State College.

Board staff has prepared a brief listing of the permits issued for use. The list is attached for the Board's review.

ATTACHMENTS

Attachment 1 - List of Approved Permits by Institution

Page 3

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

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APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY October 2016 – March 2017

	October 2016 – M	arch 2017	October 2016 – March 2017							
EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)						
Philharmonic Classic #1	Morrison Center	x		10/01/16						
T Mobile Recognition Event	Stueckle Sky Center		Х	10/04/16						
EFM IT Symposium	Student Union Building		Х	10/04/16						
Boy Scouts Annual Holiday Auction	Stueckle Sky Center		Х	10/08/16						
Jackson Browne Concert	Morrison Center	x		10/13/16						
Gloria Steinem Lecture	Morrison Center	x		10/17/16						
Celebrating 100 Years of National Parks	Student Union Building		Х	10/18/16						
The Monkees	Morrison Center	x		10/19/16						
Idaho Center for History and Politics Debate Forum	Stueckle Sky Center	x		10/19/16						
Chandler and Lisa Rehearsal Dinner	Stueckle Sky Center		Х	10/21/16						
Philharmonic Classic #2	Morrison Center	x		10/22/16						
Department of Criminal Justice 50 th Anniversary	Student Union Building		х	10/22/16						
PETSO Client Appreciation	Stueckle Sky Center		Х	10/27/16						
Respiratory Care Reunion	Stueckle Sky Center	х		10/28/16						
LED: This Way to Egress	Morrison Center	х		10/29/16						
Idaho Flight Basketball Fundraiser	Student Union Building		Х	11/05/16						
The Head and the Heart, Concert	Morrison Center	х		11/09/16						
ASML Technical Symposium	Stueckle Sky Center		Х	11/09/16						
MedBuild Reception	Student Union Building	x		11/09/16						
NCA Symposium	Student Union Building	x		11/10/16						
Philharmonic Classic #3	Morrison Center	X		11/12/16						
Wrestling Lunch Event	Stueckle Sky Center	X		11/12/16						

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Ambrose School Event	Stueckle Sky Center		х	11/12/16
Garrison Kellor, Storyteller	Morrison Center	x		11/14/16
Postmodern Jukebox	Morrison Center	x		11/15/16
Celtic Thunder	Morrison Center	х		11/17/16
Jim Gaffigan	Taco Bell Arena		х	12/11/16
Fidelity Investment Event	Morrison Center		Х	12/20/16
Panic At The Disco, Concert	Taco Bell Arena		Х	03/19/17
Eric Church Concert	Taco Bell Arena		Х	03/24/17

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY October 2016 – January 2017

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Catering Fair	Wood River Room	x		10/13/16
COP All-Class Reunion	Leonard Hall	x		10/21/16
Sports Hall of Fame Reception	ISU Sports Medicine Complex	x		10/21/16
Business Awards	Stephens Performing Arts		х	10/26/16
Annual Ski Movie	Frazier Hall	x		10/29/16
Scholarship Brunch	Bennion Promenate	x		11/11/16
Cards Against Humanity Tournament	Museum Discovery Room	х		11/17/16
Gala – Festival of Trees	Stephens Performing Arts		Х	11/29/16
Employee Reception SD#25	Stephens Performing Arts		х	11/30/16
ISU CU Appreciation Dinner	Stephens Performing Arts	x		12/03/16
Holiday Tea – Festival of Trees	Stephens Performing Arts		х	12/03/16
Holiday Open House – Pocatello	PSUB Ballroom	x		12/08/16
Symphony Concert	Jensen Grand Concert Hall / Rotunda	x		12/09/16 – 12/10/16
College Holiday Party	Wood River Room	x		12/15/16
Kasika Holiday Reception	Graveley Hall Lobby	x		12/15/16
Symphony Concert	Frasure Hall	x		01/11/17

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO October 2016 – February 2017

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Vandal Watch Party	UI – Boise	х		10/08/16
Law Advisory Council Social Reception	Menard Foyer, 711 S Rayburn Street, Moscow, Idaho 83843	х		10/20/16
University Gala	Commons	х		10/21/16
Oktoberfest Golf Tournament	UI Golf Course	х		10/22/16
K. Montgomery Art Sale	UI Prichard Art Gallery	х		10/28/16
President Leadership Dinner	President's Residence	х		11/03/16
ABA Negotiation Competition Reception	UI – Boise	х		11/12/16
Governor's Banquet	Bruce Pitman Center	х		11/14/16
Idaho Pitch	Bruce Pitman Center	х		11/15/16
Grand Re-Opening of the Jim Lyle Alumni Lounge for Faculty and Staff	Hays Hall; Jim Lyle Lounge, 1212 Blake Avenue	Х		11/16/16
City Friendship Dinner	President's Residence	х		11/16/16
General Membership Social	Bruce Pitman Center	х		11/17/16
Alumni Awards for Excellence	Bruce Pitman Center	х		12/09/16
Lionel Hampton Jazz Festival	Kibbie Dome	Х		02/25/2017

APPROVED ALCOHOL SERVICE AT LEWIS-CLARK STATE COLLEGE December 2016 – December 2016					
EVENT LOCATION Institution Outside DATE (S) Sponsor Sponsor					
Winter Revels Holiday Party – LCSC Employee Gathering	William's Conference Center	x		12/09/16	

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UNIVERSITY OF IDAHO

SUBJECT

Request to name the indoor golf performance facility the "Jess and Kathleen Hall Vandal Golf Performance Center."

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.K.1.b.

BACKGROUND/ DISCUSSION

The University of Idaho's Athletics Department received a donation valued at \$125,000 from Jess and Kathleen Hall to construct an indoor golf performance facility. This represents a great majority of the expected total cost of \$150K for the project. The facility will support the training of athletes in the university men's and women's golf teams. The project supports the university golf program by providing student athletes with the opportunity to train year round, and making optimum use of computer simulation technology and photo metrics to improve individual skills in golf.

IMPACT

There is no fiscal impact in the naming of this facility.

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy I.K.1.b(ii) outlines the requirements by which a building, facility, or administrative unit may be named for other than a former employee of the system of higher education. These include consideration of the nature of the gift and its significance to the institution; the eminence of the individual whose name is proposed; and the individuals relationship to the institution. Based on the information provided the request is in compliance with Board policy. Board staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to name the Indoor Golf Performance Facility the "Jess and Kathleen Hall Vandal Golf Performance Center."

Moved by _____ Seconded by _____ Carried Yes _____ No ____

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership

APPLICABLE STATUTE, RULE, OR POLICY

Federal Regulations 34 CFR§361.

BACKGROUND/DISCUSSION

Federal Regulations (34 CFR §361.17), set out the requirements for the State Rehabilitation Council, including the appointment and composition of the Council.

The members of the Council must be appointed by the Governor or, in the case of a State that, under State law, vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho code designates the State Board for Professional-Technical Education as that entity.

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii.Current or former applicants for, or recipients of, vocational rehabilitation services;
- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;

- At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulation specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR §361.5(b)(29) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council, may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has one (1) nomination for Board approval: Robert Atkins to fulfill the federal regulation as a representative of business/industry and labor.

IMPACT

The above appointment will bring the Council membership to a total of sixteen (16) with one vacancy on the council for a representative of a Former Applicant or Recipient of VR. Minimum composition for the council is 15 members.

ATTACHMENTS

Attachment 1 - Current Council Membership	Page 3
Attachment 2 – Robert Atkins Resume	Page 4

BOARD ACTION

I move to approve the appointment of Robert Atkins to the State Rehabilitation Council as a representative for the business/industry and labor for a term of three years effective January 1, 2017 and ending December 31, 2019.

Moved by _____ Seconded by _____ Carried Yes ____ No____

Mambara Shall Paprocenti	Number of Representatives	Name	Term Ends	Serving Term # (maximum 2)
Members Shall Represent: Former Applicant or	Required	Name		2
Recipient	Minimum 1		6/30/2018	2
Parent Training & Information Center	Minimum 1	Angela Lindig	6/30/2018	2
Client Assistant Program	Minimum 1	Dina Flores -Brewer	no end date	No Limit
VR Counselor	Minimum 1	Suzette Whiting	6/30/2018	1
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2018	1
Business, Industry and Labor	Minimum 4	Lucas Rose	6/30/2017	1
		Rachel Damewood	6/30/2017	2
		Judith James	4/30/2018	1
		VACANT		
Disability Advocacy groups	No minimum or maximum	Molly Sherpa	3/31/2017	1
		Mike Hauser	2/1/2018	1
State Independent Living Council	Minimum 1	Mel Leviton	9/30/2018	1
Department of Education	Minimum 1	Kendrick Lester	6/30/2017	1
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	No end date	No Limit
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	No end date	No Limit
		David Miles	No end date	No Limit
Workforce Development Council	Minimum 1	Gordon Graff	8/31/2018	1
Updated 9/13/2016				Total Members 15

RESUME

Rob Atkins

Twin Falls. ID

Born and raised on a family farm in Buhl, ID

Education

Graduated from the University of Idaho in 1982 with a bachelors degree in Agricultural Economics

Professional

- Worked for various banks and ag lenders since 1982.
- Started my career in Moses Lake, Washington and then Tri-Cities, Washington (Kennewick, Richland, and Pasco) and returned to Idaho in 1997.
- Employed as a business banker with First Security Bank / Wells Fargo Bank since 1997. Primary responsibility is meeting the financial needs of small business owners.

Community

- City of Twin Falls Planning and Zoning Commission
- South Central Community Action Board
- Twin Falls School Board
- Magic Valley Rehabilitation Services Board.

Hobbies and Personal

- Hiking, biking, tennis, travel, children, and grandchildren
- Married with 6 adult children and 8.2 grandchildren

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Professional Standards Commission Recommendation - Boise State University, Proposed Health Endorsement

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-114 and 33-1258, Idaho Code Idaho Administrative Code, IDAPA 08.02.02 Section 100 – Official Vehicle for the Approval of Teacher Education Programs

BACKGROUND/DISCUSSION

Health Endorsement

The Standards Committee of the Professional Standards Commission (PSC) conducted a New Program Approval Desk Review for the Health Endorsement proposed by Boise State University (BSU). Through the comprehensive review, the Standards Committee verified that all of the Idaho Standards for Health Teachers would be met through the proposed endorsement program.

During its September 2016 meeting, the PSC voted to recommend conditional approval of the proposed Health Endorsement offered by BSU. With the "Conditionally Approved" status, BSU may admit candidates for the Heath endorsement and submit institutional recommendations for certification. The program will undergo a review at the next scheduled Full Unit Review or Focused Visit.

IMPACT

In order to maintain status as an Idaho approved program and produce graduates eligible for Idaho teacher certification, BSU must have all programs, including new program, reviewed for State approval.

ATTACHMENTS

Attachment 1 – BSU Health Endorsement Packet

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-114, Idaho Code, the review and approval of all teacher preparation programs in the state is vested in the State Board of Education. The program reviews are conducted for the Board through the Professional Standards Commission, recommendations are then brought forward to the Board for consideration. The review process is designed to assure the programs are meeting the Board approved school personnel standards for the applicable programs, that the teacher are prepared to teach the state content standards for their applicable subject areas, as well as the quality of candidates exiting the programs.

The current Board approved accrediting body for teacher preparation programs is the National Council for Accreditation of Teacher Education (NCATE). On-site preparation program reviews are conducted in partnership with NCATE based on a partnership agreement. During a concurrent visit, the NCATE team and the state team collaborate to conduct the review, however each team generates their own reports. New program are reviewed at the time of application for consideration as an approved teacher preparation program. This review does not accompany an NCATE accreditation visit.

BOARD ACTION

I move to accept the Professional Standards Commission recommendation to conditionally approve the Health Endorsement offered through Boise State University as an approved teacher preparation program.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

CONSENT AGENDA DECEMBER 15, 2016 NEW PROGRAM FOR CERTIFICATION REQUEST

Institution: Boise State University

Date of Submission Summer, 2016

Program Name: ______Certification & Endorsement Health Endorsement

All new educator preparation programs from public institutions require Program Review and Approval by the State Board of Education.

Is this a request from an Idaho **public** institution? Yes x No

If yes, on what date was the Proposal Form submitted to the State Board of Education? Spring, 2016

Section I: Evidence that the program will cover the knowledge and performances outlined in the <u>Idaho Standards for Initial Certification</u> <u>of Professional School Personnel</u>. Pupil Personal Preparation programs will only need to address content specific standards.

Idaho Standards for Health Teachers – (State Board of Education Approval - August 13, 2015)

The following knowledge and performance statements for the Health Teacher Standards are widely recognized, but not allencompassing or absolute, indicators that teacher preparation programs have met the standards. The evidence validating candidates' ability to demonstrate these standards shall be collected from a variety of settings including, but not limited to, courses, practicum, and field experiences. It is the responsibility of a teacher preparation program to use indicators in a manner that is consistent with its conceptual framework and that assures attainment of the standards.

The table on the next page includes the overall standards. Complete the table by adding the specific knowledge and performance enhancement standards that are applicable to the program. Pupil Personal Preparation programs will need to revise the standards to address the content specific standards. Standards can be found in the <u>Idaho Standards for Initial Certification of Professional School</u> <u>Personnel.</u>

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
Standard 1 Learner Development	The teacher understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.	KINES 242: Understand the role of sexuality on individual's lives from childhood thru adulthood to the old age; present developmental aspects of sexuality, love, abuse, unhealthy and healthy relationships.KINES 355: Examine scope and sequence of Idaho's Health Content Standards and objectives grades K – 8 and apply information to lesson planning design, assessments, and appropriate grade-level health content. Students observe and evaluate peer instruction of elementary health lessons.KINES 445: Review the scope and sequence of Idaho Health Content Standards/ objectives grades 6- 12, and apply appropriate standards to unit/lesson planning and assessments; students observer adolescents during health lessons taught by health teachers out in the schools; appropriate grade-level content and terminology/language is explored.PYSC 101: Discuss the development of memory, cognition, personality, and the effects on learning
Standard 2 Learning Difference	The teacher uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.	KINES 242: Address the role of sexuality in our culture and how it varies within the culture.KINES 355: Learning styles and various instructional methods are reviewed; differentiatedinstruction, and assessment, are included in lesson plan development and demonstrated during peerinstruction.KINES 445: Review of learning styles and instructional applications to support various learningstyles; compare Youth Risk Surveillance data across states and ethnicities; differentiated learningactivities are documented in unit/lesson plan development; students observe healthlessons/instructional strategies used by teachers out in the schools.PSYC 101: Encourage awareness of and insight into how culture affects behavior choices.PSYC 301: Discuss sex, gender, and multi-cultural issues that impact abnormal behavior.PSYC 331: Discuss individual differences in regards to cultural backgrounds facing. health issues,and how cultural differences may affect adherence to prevention and treatment plans; discussbiological, psychological, cultural, and social factors that affect health and illness.
Standard 3 Learning Environments	 The teacher works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation. Knowledge 1. The teacher understands developmentally appropriate practices that engage students in health-enhancing behaviors. 2. The teacher knows strategies to help students develop the essential skills necessary to adopt, practice, and maintain health-enhancing behaviors (National Health Education Standards, 2nd Edition-American Cancer Society). 	HLTHST 109: Use of discussion board with classmates. Students create a behavior change and relapse contract/assignment. HLTHST 207: Demonstrate communication skills, critical thinking and appropriate use of resources by participating in group projects and discussions on contemporary nutrition topics. Articulate a basic understanding of how physical activity and nutrition contribute to a healthy lifestyle emphasizing the role of fuel and fluids. KINES 242: Present factual information in a comfortable environment on the psychology and physiology sexual function; addressing common myths; encourage personal exploration about values, feelings, beliefs concerning one's own sexuality and of their community KINES 140: Review of behavior change theories, motivations and specific steps to change health behaviors. Learners select specific motivators and reinforcers for behavior change. Active learning strategies are used to teach health concepts and instructor creates and maintains a comfortable learning environment. Students create and follow behavior change projects that include decision making, goal setting and positive alternatives to high-risk health behaviors. Teacher and students determine class guidelines so students can discuss controversial health issues in a safe environment. A variety of active learning techniques are used to allow people to express viewpoints in a safe environment. Students are referred to appropriate resources when needed. KINES 355: Students present active learning strategies involving relationship building, refusal skills,

TAB 10 Page 4

Standard 4 Content Knowledge The teacher understands the central concepts, number to teacher solution is training activities and soluting activities with small groups that are synchronized to teacher solutions and solution is the solution of the solutis of the s	STANDARD	Enhancement Standards Knowledge & Performance	Coursework
 1. The teacher encourages students to incorporate positive health-enhancing behaviors inside and outside the school setting. 2. The teacher helps students learn and use personal and social behaviors that promote positive relationships (e.g., avoiding abusive relationships, using refusal skills, setting life goals, and making healthy decisions). Standard 4 Content Knowledge The teacher understands the central concepts, tools of inquity, and structures of the discipline(s) he or she teaches and creates discipline(s) he or she teaches and			 <u>KINES 445</u>: Review and practice effectiveness of active learning activities with small groups that are grade-level appropriate; students present/teach active learning activities; review of behavior-change/SMART goals for various wellness topics. <u>PSYC 271</u>: Group case studies involving creating characters and scenarios based on connections made to relationships and class content; examine dynamics of close relationships from various psychological perspectives (sexual development, sexual behavior, initial attraction, dating patterns, long-term relationships, family relationships, intimacy, domestic violence, relationship development and relationship dissolution). <u>PSYC 331</u>: Discuss ways to promote healthy living and prevent disease, health interventions for individuals, families, and communities; discuss influence of stress, coping, personalities, culture, and
Content Knowledgetools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content. Knowledge:KINES 355: Review of health content areas, health literacy methods, and age-level appropriate lesson application for elementary students. Integration of CCSS into lesson planning and peer teaching practice along with the use of children's literature and informational text and instructional strategies to address the health skill standards. KINES 445: Review numerous instructional methods, strategies, and activities used to teach health- related content areas of health:; Alcohol, Tobacco, & Other Drugs; Nutrition & Physical Activity; Injury Prevention & Safety; Mental, Emotional & Social Health; Prevention & Control of 		 The teacher encourages students to incorporate positive health-enhancing behaviors inside and outside the school setting. The teacher helps students learn and use personal and social behaviors that promote positive relationships (e.g., avoiding abusive relationships, using refusal skills, setting life 	interpersonal communication methods. Students plan and present lessons that reflect positive health behaviors when teaching children (K-5/6). <u>KINES 445</u> : Students implement active learning activities during class presentations; complete in and out-of-class individual assignments that connect content to positive health behaviors (Acts of Kindness; Bio stress dot analysis; Food tracker; "I" communication and Say No activities; personal written responses to health-related areas). All of these activities are used to replicate what interns/student teachers could implement when planning unit/lesson plans, developing assessments, and teaching health in the schools. Students develop a unit plan, lesson plans, and assessments that address incorporating positive health-enhancing behaviors inside and outside of school. The lessons they may teach during their internship or lessons they will teach during student teaching reflect this standard. Required lesson reflections and weekly observation reflections also allow the student
4. The leadner understands now to implement	Content	 tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content. Knowledge: 1. The teacher understands Elementary and Secondary methods for teaching health literacy to include the following content areas of health:; Alcohol, Tobacco, & Other Drugs; Nutrition & Physical Activity; Injury Prevention & Safety; Mental, Emotional & Social Health; Prevention & Control of Disease; Consumer & Community Health; Growth, Development & Family Life; and 	All health endorsement courses contribute to overall health content knowledge. <u>KINES 355</u> : Review of health content areas, health literacy methods, and age-level appropriate lesson application for elementary students. Integration of CCSS into lesson planning and peer teaching practice along with the use of children's literature and informational text and instructional strategies to address the health skill standards. <u>KINES 445</u> : Review numerous instructional methods, strategies, and activities used to teach health-related content and meet Idaho Health Content Standards including Alcohol, Tobacco, & Other Drugs; Nutrition & Physical Activity; Injury Prevention & Safety; Mental, Emotional & Social Health; Prevention & Control of Disease; Consumer & Community Health; Growth, Development, and & Family Life – these content areas include Analyzing Influences (Standard 2), Accessing Information (Standard 3), and Interpersonal Communication (Standard 4); review and apply CCSS,

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
	 Common Core State Standards for Literacy in Technical Subjects (Health) for grades 6-12. 5. The teacher understands Elementary and Secondary methods for teaching Health Skills to include: Analyzing Influences; Accessing Information; Interpersonal Communication 	
	 The teacher understands the following health risk behaviors: Tobacco, Alcohol, and Other Drug use; Sexually Transmitted Diseases (STDs), including sexual behaviors resulting in human immunodeficiency virus (HIV), and unplanned pregnancies; Poor Dietary Behaviors; Lack of or Excessive Physical Activity; and Behaviors resulting in Intentional Injury. 	 <u>HLTHST 109</u>: Explain the impact and history of social, political, economic, cultural, and legal systems on drug taking behaviors. <u>HLTHST 207</u>: Explain the role of macro and micronutrients in promoting optimal health and prevention of chronic disease. <u>KINES 140</u>: Course content covers tobacco, alcohol, and other drug use; sexual behaviors that result in human immunodeficiency virus (HIV) infection, other sexually transmitted diseases (STDs), and unplanned pregnancies; poor dietary behaviors; lack of or excessive physical activity; and behaviors that result in intentional injury. <u>KINES 242</u>: Factual information on the psychology and physiology sexual function; addressing common myths; developmental aspects of sexuality, love, abuse, unhealthy and healthy relationships <u>KINES 355</u>: Review of Idaho Youth Risk Behaviors Surveillance and Idaho Health Standards for grade level appropriate instruction to address high risk behaviors. <u>KINES 445</u>: Review CDC youth risk behaviors Surveillance comparisons of the US and Idaho.
	3. The teacher understands the relationship between health education content areas and youth risk behaviors.	HLTHST 109: Describe behavioral, psychological, physical health, and social effects of psychoactive drugs, including alcohol and tobacco, on the individual and significant others. Describe warning signs, symptoms, and the course of substance use disorders; demonstrate strategies to maintain one's own physical and mental health.HLTHST 207: Describe diet planning guidelines and be able to apply these principles to name foods that provide rich sources of essential nutrients that protect health; develop and apply the skills of translating sound nutrition research into useable information for self, family and others you may come into contact through your professional life.KINES 140: Each student creates and follows a behavior change project during the semester. Student selects a health-risk behavior and appropriate strategies to increase corresponding health-enhancing behaviors.KINES 242: Present factual information on the psychology and physiology sexual function; addressing common myths.KINES 355: Components of Coordinated School Health reviewed and instructional strategies practiced involving refusal skills, decision making with options and consequences, and health enhancing behavioral choices.KINES 445: Review components of Coordinated School Health; review connection between CDC youth risk behaviors and National/Idaho health content standards.PSYC 101: Reading and summarizing papers on gender and sexuality, language and intelligence, motivation and emotions, stress, health, and human flourishing

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
	 Performance 1. The teacher instructs students about increasing health-enhancing behaviors, resulting in the reduction of health-risk behaviors. 	<u>KINES 355</u> : Review of elementary health-enhancing behaviors including handwashing, nutrition, stress reduction, refusal skills practice. These activities are used to replicate what interns/student teachers could implement when teaching at the elementary level. Students plan and present lessons that reflect ways to increase positive health behaviors. <u>KINES 445</u> : Many personal health surveys and inventories are explored as part of unit/less anticipatory sets or end of unit/lesson formative assessments; SMART goals template is used for various content areas including nutrition and physical activity as a method to increase health-enhancing behaviors. These activities are used to imitate what interns/student teachers could implement when planning unit/lesson plans, developing assessments, and teaching health in the schools. Students develop a unit plan, lesson plans, and assessments that address increasing health-enhancing behaviors and decreasing poor choices that result in risk-behaviors. The lessons they may teach during their internship or lessons they will teach during student teaching reflect this standard. Required lesson reflections and weekly observation reflections also allow the student intern/student teacher to observe how the mentor teacher instructs towards increasing positive health behaviors and/or reducing risk behaviors.
Standard 5 Application of Content	 The teacher understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues. Knowledge 1. The teacher recognizes that student jargon and slang associated with high-risk behaviors is ever changing. 91 	HLTHST 109:Behavior change & relapse assignmentHLTHST 207:Evaluate your personal nutrition profile by utilizing computer dietary analysis, reflection and writing.KINES 140:Teacher uses a course learning management system and other digital and interactive technologies to guide student learning about how to enhance health behaviors. Students engage in service-learning projects and apply health content outside of the class environment. Service-learning facilitates learners' ability to develop diverse social and cultural perspectives that expand their understanding of local and global issues and create novel approaches to solving problems.PSYC 331:Discuss how health promotion and educational messages need to be sensitive to individuals from differing cultural, educational, and social backgrounds; discuss how to best target health messages to differing groups of people.
CONSEN	 Performance The teacher identifies and defines student jargon/slang associated with high-risk behaviors and translates this jargon/slang into terminology appropriate to the educational setting. The teacher facilitates responsible decision making, goal setting, and alternatives to high- risk behaviors that enhance health. The teacher creates a respectful and safe learning environment that is sensitive to controversial health issues. 	KINES 355: Review of Revised Blooms Taxonomy to increase critical thinking to raise cognitive complexity of learning tasks and lesson plans. Strategies for establishing safe learning environment introduced and applied to developing learning targets and lesson plans. KINES 445: Review & brainstorm command slang for reproductive anatomy, drugs, stereotypes; review strategies that enhance an emotionally-safe environment when covering sensitive and/or controversial topics; discuss effective use of question box and give students opportunities to reply to authentic types of 6-12 student questions; Review instructional strategies that evoke higher orders of thinking and problem-solving; in-class authentic projects are used to stimulate creativity, authenticity, and content application (i.e., advertising schemes, pregnancy and financial requirements; organic foods and land use). Again, as with the other performance standards listed above, the activities listed above are used to replicate what interns/student teachers could implement when planning unit/lesson plans, developing assessments, and teaching health in the schools. This performance standard is also reflected in the development of a unit plan, lesson plans, and assessments that may address goal-setting and responsible decision-making. The lessons they may teach during their internship or lessons they teach during student teaching may reflect this standard. Required lesson reflections and weekly observation reflections also allow the student intern/student teacher to observe how the mentor teacher may instruct when teaching controversial issues, goal-

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
		setting, and/or decision-making processes. Often times, this content area is covered within selected units in the school's health curriculum. As a result, the intern may or may not observe and/or teach within the performance standards listed. The student teacher should be able to reach the performance standards.
Standard 6 Assessment	The teacher understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.	 <u>KINES 355</u>: Various assessment informal and formal assessment strategies practiced with peer instruction. <u>KINES 445</u>: All types of assessments are reviewed, including informal/formal, formative, and summative assessments; review rubric design and written test construction; students create assessments for health unit plan; students observer health assessments used by teachers out in the schools; peer assessments using designed rubrics. <u>KINES 460/461 (student teaching) or ED-CIFS Professional Year student teaching</u>: Student teachers implement informal/formal assessments
Standard 7 Planning for Instruction	 The teacher plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context. Knowledge 1. The teacher understands how positive evidence based community health values and practices play a role in the planning process. 2. The teacher understands how to access valid, appropriate health information and health-promoting products and services, as it relates to the planning process. 3. The teacher understands the influence of culture, media, technology, and other factors on health, as it relates to the planning process. 4. The teacher knows when and how to access valid health resources and collaborate with others to support student learning (e.g., special educators, related service providers, language learner specialists, librarians, media specialists, community organizations). 	Course content from all endorsement health classes helps contribute to the development of health unit/lessons planning. <u>HLTHST 207</u> : Develop and apply the skills of translating sound nutrition research into useable information for self, family and others. <u>KINES 355</u> : Coordinated School Health introduced; web quest assignments used to develop access valid and reliable educational resource lists for lesson planning and peer instruction and health content. <u>KINES 445</u> : Review the purpose of Health Education in a Coordinated School program; review process of assessing valid/reliable health information, especially on the internet (CRAPP Model); review effects of media and social media on various aspects of health including; teenage advertisements, stereotypes (gender; sexual orientation, etc.), and social interactions (i.e., bullying, sexting; social media safety); review various websites that contribute to health information, health education material for teachers, and activities for students; review local agencies and speakers that can be used during lessons in the schools; review Idaho laws pertaining to suspected abuse and curriculum content pertaining to Family Life ("sex ed"); various health services/interventions for minors are reviewed (i.e., Suicide hotline; HIV testing centers, etc.). <u>PSYC 271</u> : Written paper on relationship psychology in the media (movie, TV, novel, news story, etc.) <u>PSYC 301</u> : Analyze Hollywood movies/TV shows that depict a personality disorder and/or illness – make connection to contextual factors (i.e., education, gender, ethnicity) that interact with the character.
	 Performance The teacher modifies instruction to reflect current health-related research and local health policies. The teacher accesses valid, appropriate health information and health-promoting products and services. 	 <u>KINES 355</u>: Active learning activities analyze external and internal influences including, culture, peer pressure, advertising techniques in peer instruction. RADAR scavenger hunt used to introduce elementary resources for the prevention of drug, alcohol, and tobacco usage to be used during lesson planning and delivery. <u>KINES 445</u>: Assessing valid/reliable health information based on prescribed documents and personal findings; RADAR Scavenger Hunt exposure to alcohol, tobacco, and other drug resources available for Idaho teachers; students find and present health-related websites for use by teachers or students.

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
	3. The teacher analyzes the influence of culture, media, technology, and other factors on health and imbeds them in the planning process.	Students plan a health unit/lesson plans that reflect the use of technology to engage student learning and/or inquiry. Students present several health-related apps that can be used in the health classroom and apply the app focus to a lesson. Depending on the classes that are observed, students may see the mentor teacher instruct on accessing valid health information or how technology/media impacts health behaviors. Depending on the units covered during student teaching, the student teacher may observe and/or teach lessons that involve health policies, accessing valid information, and/or analyzing how the media/technology affects our health practice.
Standard 8 Instructional Strategies	The teacher understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.	 <u>KINES 355</u>: Instructional strategies and methods included in peer lesson planning and instruction along with the integration of English Language Arts Common Core Standards and health skill standards. <u>KINES 445</u>: Numerous instructional styles and strategies are covered to meet various learning styles; review of learning styles; review of Common Core State Standards in Reading, Writing, Listening, and Speaking to facilitate content engagement; review various health content literacy strategies that make connections to content; students observer health lessons/strategies health teachers use out in the schools; varied instructional applications are required in unit/lesson plan development. <u>KINES 460/461 (student teaching) or ED-CIFS Professional Year student teaching</u>: Student teachers implement health lesson plans in the classroom; strategies used to discuss controversial health topics in an emotionally-safe environment.
Standard 9 Professional Learning and Ethical Practice	The teacher engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner. Knowledge 1. The teacher knows the laws and codes specific to health education and health services to minors.	<u>KINES 355</u> : Review of Idaho child abuse and neglect laws and elementary disease prevention. <u>KINES 445</u> : Review Idaho laws pertaining to suspected abuse and curriculum content pertaining to Family Life ("sex ed); various health services/interventions for minors are reviewed (i.e., Suicide hotline; HIV testing, etc.); review of Idaho Health Content Standards/district standards. <u>PSYC 301</u> : Initial awareness of legal/ethical issues in diagnosing and treating persons diagnosed with abnormal behavior; us of interactive case studies covering six different disorders.
	 Performance 1. The teacher uses appropriate interventions following the identification, disclosure, or suspicion of student involvement in a highrisk behavior. 	Meeting this performance standard is situational. If there is no need to implement an intervention or disclose a concerning issue or high-risk behavior during the intern experience or student teaching, the use of an appropriate intervention may not occur. Student interns and student teachers are encouraged to communicate with their mentor teacher on how he/she handles situations whereby disclosure or interventions are required. Student teachers are expected to observe the mentor and/or participate in any communications with parents and other potential groups concerning high-risk behavior concerns or actions. These actions are recorded on the Professional Leadership, Collaboration, and Communication Log (required by the College of Education).
		Overall Standard: formative assessments and Professional Year Assessments are completed by the mentor teacher and a Danielson's-trained liaison during student teaching or with a current teacher pursuing a health endorsement.

STANDARD	Enhancement Standards Knowledge & Performance	Coursework
Standard 10 Leadership and Collaboration	 The teacher seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession. Knowledge 1. The teacher understands methods of advocating for personal, family, and community health (e.g., letters to editor, community service projects, health fairs, health races/walks). 	 <u>KINES 140</u>: Students engage in community service projects on and off campus, attend local health fairs and other health enhancing community activities. <u>KINES 355</u>: Advocacy projects for elementary students reviewed including the use of student peer instruction posters, bulletin boards, classroom recycling projects. <u>KINES 445</u>: Review various strategies to advocate for healthy schools and family life.
	 Performance 1. The teacher advocates for a positive school culture toward health and health education. (http://www.shapeamerica.org/standards/healt h/) 	The intern/student teacher is in constant communication with his/her mentor teacher to develop a collaborative learning environment. Weekly reflections are required and any actions taken are recorded on the Professional Leadership, Collaboration, and Communication Log. Formative assessments and Professional Year Assessments are completed by the mentor teacher and a Danielson's-trained liaison during student teaching or with a current teacher pursuing a health endorsement.

Section II: New Program Course Requirements

The following includes The State of Idaho requirements for a Health Endorsement and Boise State University equivalents:

State of Idaho Health Endorsement requirements.

09. Health (6-12 or K-12). Minimum of twenty (20) semester credit hours to include course work in each of the following areas: Organization/Administration/Planning of a School Health Program; Health, Wellness, and Behavior Change; Secondary Methods of Teaching Health, to include field experience in a traditional classroom; Mental/Emotional Health; Nutrition; Human Sexuality; Substance Use and Abuse. Remaining semester credits must be in health-related course work. To obtain a Health K-12 endorsement, applicants must complete an elementary Health methods course.

The Department of Kinesiology has offered a health endorsement for many years. Upon the approved revisions of 09. Health (6-12 or K-12) by the State Board of Education, a field experience has been added to the Secondary Methods class, an elementary health methods course was added for those seeking a K-12 endorsement, and undergraduate student teachers also student teach within a health classroom. Current teachers completing the health endorsement must also demonstrate teaching in a health classroom.

Idaho Requirements for a Health Endorsement	Boise State Health Endorsement Requirements	Credits
Organization/Administration/Planning of a School Health Program	KINES 445 – Secondary School Health Methods & Administration	3
Health, Wellness, and Behavior Change	KINES 140 – Personal Health (also covers mental/emotional health, nutrition, relationships/sexuality, and substance use and abuse)	3
Secondary Methods of Teaching Health, to include field experience in a traditional classroom	KINES 445 – Secondary School Health Methods & Administration	
Mental/Emotional Health	Select two courses from the following: *PSYC 101 General Psychology PSYC 271 Human Relationships PSYC 301 Abnormal Psychology PSYC 331 The Psychology of Health	6
Nutrition	HLTHST 207 – Nutrition	3
Human Sexuality	KINES 242 – Human Sexuality	3
Substance Use and Abuse	HLTHST 109 – Drugs: Use and Abuse	3
	CREDITS	21
<u>K-12 Health Endorsement</u> : Elementary Health methods course	KINES 355 – Elementary School Health and Physical Education Curriculum and Instruction	2
	*PSYC 101 is one of the courses selected within the endorsement for it is	

*PSYC 101 is one of the courses selected within the endorsement for it is a perquisite for PSYC 271, 301, and 331

TOTAL CREDITS 23

Date:_____

College Chair/Director/Dean (Institution):_____

Graduate Chair/Director/Dean or other official (Institution; as applicable):

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Date:_____

CONSENT AGENDA DECEMBER 15, 2016 STEP 1: THREE-COLUMN PRE Unit Planning WORKSHEET

This worksheet follows a backward-design approach to developing a unit: (a) develop learning outcomes first, (b) determine formative and summative assessments second, and finally, (c) decide what activities you will use to help meet the learning outcomes.

Instructional Unit:	Grade Level:	Length of Unit (days):
#1 – UNIT Learning Outcomes	#2 - Plans for Assessment/Feedback	#3 - Plans for Unit Activities
	<u>Pre/Formative</u> :	
	<u>Summative</u> :	
	<u>Pre/Formative</u> :	
	<u>Summative</u> :	
	<u>Pre/Formative</u> :	
	<u>Summative</u> :	
	<u>Pre/Formative</u> :	
	<u>Summative</u> :	

STEP 2: Outline a General Scope and Sequence (Skeleton)

When will you teach your unit activities and assess your unit learning outcomes?

Day	General Unit Activities	Unit Pre/Formative and/or Summative Assessments
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
A Calendar-look Perspective of a Skeleton Unit Plan

(use this format if you wish)

Monday	Tuesday	Wednesday	Thursday	Friday
Assess:	Assess:	Assess:	Assess:	
A55855.	A55855.	Assess.	A55855.	Assess:

Monday	Tuesday	Wednesday	Thursday	Friday		
Assess:	Assess:	Assess:	Assess:	Assess:		

Assess:

Copy/paste the above information into the formal Unit Plan format below and continue with further planning.

CONSENT AGENDA DECEMBER 15, 2016 WORK SHEET

PHASE I – Planning and Preparation								
Unit/Content	Area:		Number	of Lessons:	Grade:			
•		ent Standards Met in this Unit (Le 3-Access Information & Products	0,	//				
	e Concepts 	5- Decision-Making 6- Goal-Setting	7-Self Managem	ient				
Idaho Health Standards:								
Unit Learning	Unit Learnin	g Target Objectives (School District	Performance Objectives)	Assessn Formative	nent Plan Summative			
Target Objectives and								
Assessment (Knowledge, skills, affect)								
l								
Student Langua	ge Processes (ELA I	earning Targets): Reading	Writing Speaking	Listening				
ID Commo	n Core Standards (I Support Instru	-						
Potential heal	th activities to use unit to meet obje	-						

GENERAL SCOPE AND SEQUENCE FOR LESSON PLAN DEVELOPMENT

Day 1	Day 2	Day 3	Day 4	Day 5
General Content:				
Activities:	Activities:	Activities:	Activities:	Activities:
Assessment:	Assessment:	Assessment:	Assessment:	Assessment:

Key Terms/Domain-Specific Vocabulary:

Plans for Differentiated Instruction:

Resources Needed:

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CONSENT AGENDA DECEMBER 15, 2016 PHASE 2 - Instructional Sequence

COMPREHENSIVE UNIT SCOPE and SEQUENCE

Lesson	Content Covered and	General Content:						
1:	Student Learning Activities:	Learning Activities:						
	Language Targets:	Reading	Writing	Speaking	Listening			
	Level of Knowledge:	1- Recall 2- Skill/Cond		3- Strategic Thinking		4- Extended Thinking		
	High-Yield Strategies:	Similarities/Differences		Nonlinguis	tic Rep.	Testing Assumptions		
		Summarize/Take notes Reinforce effort/Recognition		Cooperativ Set Object	ve Learning ives/Goals	Cues, Questions, Graphic Organizers		
	Engaging Strategies:	Personal	Personal Response		leled expect.	Sense of Audience /shared work		
		Choice Novelty/\	/ariety		/Intellec. Safety	Authenticity		
	Technology Use (ISTE):	1-Facilitation/Inspire		2-Design/Develop		3-Model Digital Age Work		
	Differentiated Support (#		e/Model Citizenship and Graphic	Safe/Responsit	Die Use of Technology			
	Differentiated Support (a		·					
	Lesson Assessment:							
	Resources Needed:							

Copy additional specific unit plan days depending on the length of the unit.

CONSENT AGENDA DECEMBER 15, 2016 HEALTH LESSON PLAN

Unit:		Content Focus:		Lesson No	Grade:
Learning	Targets (Performance Objectives):	Students will be able to			
1-Co	alyzing Influences 4-Interpersor	rmation & Products	5- Decision-Making 6- Goal-Setting	7-Self Management 8-Advocacy	
	ning Targets (Student Language Proc	esses): Reading	Writing Speaking	Listening	
	ns / Domain-Specific Vocabulary:				
-					
Times	Anticipaters Cat (On an inc)	LESSON SCOPE	& SEQUENCE		
Time:	Anticipatory Set (Opening):				
	STUDENT LEARNING &	ACTIVITES	High Yield Strategies	TEACHER NOTES	/ PROCEDURES
			Similarities / Differences		
			Summarize / Note taking		
			Reinforce Effort / recognition		
		_	Nonlinguistic Representation		
		-	Cooperative Learning Setting Objectives		
			Testing Assumptions		
		_	Cues, Questions, Organizers		
			Level of Knowledge		
			1 – Recall		
			2 – Skill Concepts		
			3- Strategic Thinking		
			4- Extended Thinking		
			Engagement Personal Response Choice Novelty / Variety Clear/modeled Expectations		
			Emotional/Intellectual Safety Learning with Others		
		-	Sense of Audience		
			Authenticity		
	Differentiated Instruction:		_	1	
	Closure (Review):		Assessments (pre, form	native, summative):	

Rubric to Assess <u>Unit Plan</u> The following College of Education Unit Plan Rubric has been modified for KINES 445.

Standard Performance Assessment for Teachers (S-PAT)

Area of S-PAT Add	ressed: UNIT PLAN- Planning and Prepa	uration (Domain 1)
1 pt (COE: Unsatisfactory)	2.5 pts (COE: Basic)	3 pts (COE: Proficient)
(COE: Unsatisfactory) Unit plan is UNSATISFACTORY due to1. Weak alignment with relevant domains within unit objectives2. Weak alignment with Idaho Health Content Standards and Common Core State Standards3. Lack of relevant formative assessments for each objective; no summative assessments found4. Limited or no differentiation for		
 student needs 5. Limited or no technology integration 6. Lack of content knowledge and understanding for specified grade level 7. Lack of coherence among scope and sequence 8. Limited and/or irrelevant engaging strategies and high-yield strategies 9. Minimal use of activities throughout the unit 10. Limited list of resources/ materials need to support unit 	 objective (if applicable) 4. Differentiated instruction occasionally listed across the unit 5. Basic integration of technology pedagogy 6. Content knowledge and use of discipline-specific pedagogy for intended grade level 7. Most unit elements are coherent throughout the unit (scope and sequence) 8. Relevant engaging strategies and high-yield strategies for most lessons 9. Activities are listed for most days of the unit (minimum of 2 	 instruction; summative assessments for each objective (if applicable) 4. Differentiated instruction across the unit 5. Enhanced integration of technology pedagogy 6. Deep content knowledge and use of discipline-specific pedagogy for intended grade level 7. Unit elements are coherent throughout the unit (scope and sequence) 8. Relevant engaging strategies and high-yield strategies for all lessons
	different types). 10. General list of resources/ materials need to support unit	 9. Activities are listed for each day of the unit (minimum of 3 different types). 10. Complete list of resources/ materials need to support unit

Rubric to Assess <u>Lesson Plans</u> The following College of Education Lesson Plan Rubric has been modified for KINES 445.

Standard Performance Assessment for Teachers (S-PAT)

Each of the <u>FIVE</u> required le	S-PAT Addressed: LESSON PLANNING (D esson plans will be scored collectively for	a total of 36 possible points.
1 pt (COE: 1- Unsatisfactory)	2.5 pts (COE: 2- Basic)	3 pts (COE: 3- Proficient)
Lesson plan is UNSATISFACTORY if it includes:	Detailed lesson plan(s) must include the following evidence for BASIC:	Detailed lesson plan(s) must include the following evidence for PROFICIENT:
 1. Ambiguous instructional objectives 2. Ambiguous ID Health Content and/or Common Core Standards 3. Lack of content knowledge and understanding 4. Lack of CCSS strategies 5. No content literacy strategy 6. Vague teacher notes and/or procedures 7. Unclear lesson opening/ closure 8. Disjointed sequence of student learning activity 9. Minimal assessment of learning outcomes / objectives 10. Engaging and High Yield strategies and Levels of Knowledge are unclear or absent for most lessons 11. No reflection of differentiation and/or technology 12. Lack of coherence between unit plan and lesson plans 	 1. Mostly clear instructional objectives (Task and/or condition) 2. Objectives connected with ID Health Content Standards and Common Core State Standards 3. Appropriate content knowledge and use of content pedagogy 4. CCSS strategy listed in 2 lesson plans 5. One general content literacy strategy that could be applicable 6. Generally listed teacher notes and procedures 7. Anticipatory set and closure described 8. Appropriately sequenced student learning activities 9. Adequate assessment of outcomes / objectives 10. Engaging and High Yield strategies and Levels of Knowledge are apparent for most lessons 11. Reflection of differentiation and/or technology 12. Some coherence between unit plan and lesson plans 	 1. Clear instructional objectives (Task and Condition) 2. Objectives connected with specific ID Health Content Standards and Common Core State Standards 3. Deep content knowledge and use of discipline-specific pedagogy 4. CCSS strategy listed in 3-4 lesson plans 5. Specific/relevant content literacy strategy found in 1 lesson 6. Clearly defined teacher notes and procedures 7. Purposeful anticipatory set and closure correlates with lesson objective 8. Well-sequenced student learning activities 9. Thorough assessment of learning outcomes / objectives 10. A mixture of Engaging and High Yield strategies and Levels of Knowledge are apparent for all lessons 11. Strong reflection of differentiation and/or technology 12. Strong coherence/connection between unit plan and lesson plans

CONSENT AGENDA DECEMBER 15, 2016 Rubric to Assess <u>Ancillary Materials And Assessments</u>

1 pt (COE: 1- Unsatisfactory)				
Ancillary material and Assessments are UNSATISFACTORY if it includes:	Ancillary material and Assessments must include the following evidence for BASIC:	(COE: 3- Proficient) Ancillary material and Assessments must include the following evidence for PROFICIENT:		
Ancillary Materials	<u>Ancillary Materials</u> 1. Most ancillary materials are	<u>Ancillary Materials</u> <u>1</u> ALL supporting ancillary		
1. Limited ancillary materials are included for each lesson (i.e., note-taking handouts, reading material other than textbook, Power Point or overhead projector information; website URL; activity handouts; assignment information, etc.)	included for each lesson (i.e., note-taking handouts, reading material other than textbook, Power Point or overhead projector information; website URL; activity handouts; assignment information, etc.)	1. ALL supporting antinary materials are included for each lesson (i.e., note-taking handouts, reading material other than textbook, Power Point or overhead projector information; website URL; activity handouts; assignment information, etc.)		
 2. The same /similar ancillary material is found in each lesson 	 2. Most lessons include a different type of ancillary material 	2. A different type ancillary material is found in each lesson		
 3. Materials may not be appropriate due to inappropriate font size, poor organization, or reading ease 4. Most materials are not relevant 	3. Most materials include appropriate font size based on use; most of the content is organized and consistently spaced for easy reading and/or	3. All materials include appropriate font size based on use; content organization is consistently spaced/organized, for easy reading and/or use		
 for intended use and do not contribute in instruction/student learning 5. Lack of attention to spelling, grammatical, or punctuation 	use 4. Most materials are relevant for intended use and contribute in instruction/student learning 5. Minimal spelling, grammatical, or punctuation errors	 4. Materials are relevant for intended use and contribute in instruction/student learning 5. No spelling, grammatical, or punctuation errors 		
Assessments	Assessments	Assessments		
 1. Minimal formative assessments listed for each lesson are attached (i.e., entry/exit slips; quizzes; timed writes; reflection sheet; log sheet, etc.) 2. Rubric is not developed to support grading a formative/summative assessment. a. Scoring levels/categories do not reflect the point values given for each level. b. All elements are unclear or irrelevant to the purpose of the rubric. c. All scoring criteria for each element are unclear, and do not match the rating scale. d. The rubric does not clearly assesses the purpose of the 	 Most of the formative assessments listed for each lesson are attached (i.e., entry/exit slips; quizzes; timed writes; reflection sheet; log sheet, etc.) Rubric is developed to support grading a formative/summative assessment. a. Scoring levels/categories generally reflect the point values given for each level. b. Most elements are clear and relevant to the purpose of the rubric. c. Most scoring criteria for each element are clear, observable, and match the rating scale. d. The rubric generally assesses the purpose of the assignment/task. 	 1. All relevant formative assessments listed for each lesson are attached (i.e., entry/exit slips; quizzes; timed writes; reflection sheet; log sheet, etc.) 2. Rubric fully developed to support grading a formative/summative assessment. a. Scoring levels/categories accurately reflect the point values given for each level. b. All elements are clear and relevant to the purpose of the rubric. c. All scoring criteria for each element are clear, observable, and match the rating scale. d. The rubric clearly assesses the purpose of the assignment/task. 		
assignment/task. 3. Lack of attention to spelling, grammatical, or punctuation	3. Minimal spelling, grammatical, or punctuation errors	3. No spelling, grammatical, or punctuation errors		

CONSENT AGENDA DECEMBER 15, 2016 WEEKLY HEALTH LESSON OBSERVATION REFLECTIONS

Teacher School :			ool	ol					Date:			_				
Lesson No:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	

- 1. **Describe what was done to start the class**. For example, was there a "bell-ringer" activity written on the board or something for students to do when they walked into the class? Was there an **anticipatory set** (lesson opening)? What did you perceive as the purpose of the lesson? Explain.
- 2. Describe the **teaching/learning strategies** observed (i.e., lecture, note-taking, questioning, group work, reading, writing, worksheets, peer teaching, oral presentations, use of visual aids/technology or other ancillary materials, etc.). In other words, what did the teacher do and use, and what did the students do during the lesson? Were the strategies engaging and time-effective? Explain.
- 3. Based on the teaching/learning strategies described above, (a) what Idaho Health Content Standard(s) was met, and (b) what SPECIFIC Common Core State Standards (CCSS) do you believe were met in the lesson? Explain. List the specific state and CCSS standards.
- 4. Describe classroom organizational strategies you observed the teacher use during the lesson: (a) What was the arrangement of the classroom (i.e., rows, pods of desks, etc.)? How was this arrangement effective for instruction/student learning? Did the arrangement change during the lesson? (b) How was attendance taken? (c) How did the teacher group students if collaboration was used? (d) How did the teacher call on students when asking questions (if used)? (e) How did the teacher hand out materials to students (if used)? Was the strategy time-effective? Explain.
- Describe any behavior management strategies you observed the teacher use: (a) How did the teacher quiet student and/or get their attention during the lesson? (b) How did the teacher attend to disruptive behavior (i.e., proximity control, ignore with a purpose, waiting techniques, pin-pointing, deduct points, move students, etc.)? Was the strategy effective? Explain.
- 6. Describe your overall reaction to the lesson (i.e., use of time, student engagement, contributions to learning).

HLTHST 109-Drugs: Use and Abuse Spring 2016, Sections 4001, 4004

Cyndia Glorfield, Ph.D., LCPC, NCC

Email: cyndiaglorfield@boisestate.edu

(Please note this is my correct email address—no "u")

I am online daily and will respond to emails within 24 hours (Exceptions to email availability will be posted in advance of the instructor's absence)

Course Description:

This class is designed to introduce students to drug classification systems and specific drugs within each classification. The psychological and psychological effects, signs and symptoms of use, abuse, dependency, overdose, and withdrawal will be presented. Treatment modalities and the recovery process are additional topics examined in this class. This course is required for certification at both ISAS and CADC levels.

Text Books:

Required: *Drugs, Society, and Human Behavior* (Hart & Ksir), 15th edition **Recommended:** *Uppers, Downers, All Arounders* (Inaba, Cohen, and Holstein)

Course Objectives:

Students successfully completing this course will be able to demonstrate the following competencies:

- 1. Describe behavioral, psychological, physical health, and social effects of psychoactive drugs, including alcohol and tobacco, on the individual and significant others.
- 2. Explain the impact and history of social, political, economic, cultural, and legal systems on drug taking behaviors.
- 3. Describe warning signs, symptoms, and the course of substance use disorders.
- 4. Demonstrate strategies to maintain one's own physical and mental health.

CLASS FORMAT

Students will be actively involved in the learning process through Competency Based Education (CBE) techniques. Learning activities will include small group discussions via Blackboard, presentations via Blackboard, research, readings, experiential activities and writing assignments. Because this is an on-line course students will be required to be very self-directed, focused and disciplined. Reading of the textbook is *mandatory* for this class, as not all material will be posted yet students will be responsible for knowing the information contained in their text. The material will be covered quickly using a variety of methods and students will participate in bi-weekly written assignments in addition to larger assignments over the semester. *This course will be labor intensive.*

GRADING/EVALUATION

The following points are available for each of the required learning activities:

1. Syllabus Review Paper	30 points
1. Quizzes (4 @ 20 points each)	80 points
3. Mid-term Exam	100 points
4. Behavior Change/Relapse Assignment	200 points

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5.	Bi-Weekly Discussion Board (6 @ 40 pts each)	240 points
6.	Assignment of Choice	150 points
7.	Final Exam	200 points

TOTAL POSSIBLE POINTS	1000 POINTS

Grading Scale

Graung Stat	1000-940 = A	939-900 = A	-
899-870 = B +	- 869-830 = B	829-800 = B	-
799-770 = C+	-769-730 = C	729-700 = C	-
699-670 = D+	- 669-630 = D	629-600 = D	$- 599 \& \downarrow = F$

LEARNING ACTIVITIES

- 1. Syllabus Review Paper: Each student will write a paper summarizing his or her understanding of the class requirements. The requirements for this paper are: one to two pages in length, written in APA format, and include a brief explanation of each assignment as you understand it, and acknowledgement you understand the class policies. The purpose of this paper is to enhance understanding of the syllabus, the expectations for the class, and to serve as an acknowledgement that the student has reviewed and understands the syllabus. Do not cut and paste or copy the contents of the syllabus verbatim—it is to be written in your own words. This assignment is due January 20th by 10 pm, and must contain your choice of which assignment you have selected—either the interview assignment, research paper, or the "Drug of the Day" presentation, as well as at least one thing you are hoping to learn from this course. If you chose the "Drug of the Day" presentation, please include your first, second, and third choice of the presentation you would like to make. I will do my best to give you your first choice, yet circumstances may dictate you will need to present your second or third choice.
- 2. Quizzes: Four quizzes will be available during the semester. The quizzes must be taken within the posted timeframe—<u>no make ups will be allowed</u>.
- **3.** Midterm: The midterm will be available beginning March 2, 2016 and must be completed by 10 p.m. on March 8th, 2016.
- 4. Behavior Change Assignment: Students are requested to identify an activity or substance that is used on a daily basis, preferably something that helps them cope with life. You will be asked to discontinue use and then refrain from this activity or substance for 28 days, beginning the morning of January 14th at 8 a.m. and ending February 10th at midnight.

You will not be graded solely on the success of remaining substance free. If you relapse you will need to include that experience in the paper you submit. Please note: You will not submit your journal for grading—it is to be used as a guide for the paper you will write regarding your experience. (See note below).

During this period of time you will journal your experiences and then prepare a written paper of your adventure. Be sure to include your insights and perspective regarding addiction gained as a result of this experience. Papers will be five typed pages, double-spaced, Times New Roman, 12 font, one-inch margins. **This learning activity is due February 17, 2016 by 10 p.m.**

5. Discussion Boards: Students are required to participate in bi-weekly discussions posted by the instructor. Each student is expected to start a new thread on each discussion board with their own response to the discussion question(s) AND to respond on the threads of **at least two** classmates. The

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responses to classmates' posts must be completed on *two different days*. The discussion boards are an important and valuable piece of the class and as such, each student is expected to log on frequently to read and respond. Please be respectful when posting your opinion and responses. We all have different experiences and knowledge that we can learn from.

- 6. Assignment of Choice: Each student will select a learning activity from the options below. Please note that to successfully pass the class, you <u>must</u> complete one of the assignments below. Failure to do so will result in a failing grade.
 - a. **"Drug of the Day" Presentation:** Students may choose to present on *one* of the "Drugs of the Day" listed on the class schedule (inhalants, stimulants, nicotine/tobacco, opioids.) Students selecting this assignment will make a presentation on a Blackboard discussion board. This assignment must include the following information:

Why would a person be attracted to this drug? How does it affect the body? How does it impact the brain? What dangers does this drug pose to pregnant women? How do people take the drug? What does the drug look like? What are the dangers of overdose? Withdrawal? What other kinds of drugs might people use WITH this drug?

In addition to the presentation, the presenter will prepare a class handout detailing the above information, as well as any other information of interest to the class. Summary sheet information should be accurate, concise, current, and approximately 2-3 pages in length. In order to receive full credit, students must make their presentations interesting and/or interactive. In other words, everyone has a text.... So provide information that supplements the text.

References must be documented in written form.

The due date for the "Drug of the Day" presentation is based on the day the presentation will be made—see the class schedule for the dates.

Presentations will be granted on a first come, first serve basis. In other words, I will not allow more than two presentations on each group of substances. Please be flexible as you may be asked to present your second or third choice.

- b. Interview/Experiential Activity: Students may choose to interview an individual whose work is greatly impacted by substance use and/or abuse. Individuals in this category include, but are not limited to physicians, nurses, other health care providers, police officers, drug and alcohol counselors, etc. Experiential activities include a ride along with a police officer, attending Drug Court, attending an AA, NA, or AlAnon meeting. To receive credit for this assignment, students *must* submit a business card of the individual interviewed, or other documentation of the activity (a short note, signature, etc.)
- **c.** Students may choose to complete a **Research Paper** on a topic related to the subject matter of this course. The research paper must include a minimum of five (5) references, one of which must be a peer reviewed journal article.

d. Suggestions and ideas for other assignment to fulfill the "Assignment of Choice" requirement will be considered by the instructor and approved before being submitted. Please provide the instructor with an outline of your proposed activity via email.

Due date for choices b, c, and d is April 8th, 2014 by 10 p.m. Papers will be submitted via the Assignments link on Blackboard.

All students <u>MUST</u> notify the instructor of their selection of "Assignment of Choice" in the Syllabus Review Paper—due January 20st by 10 p.m.

7. Final Exam: The final exam will be comprehensive and must be taken within the allotted time frame (available April 30th at 8 a.m. through May 6th at 10 p.m.) There will be no opportunity to make up the final exam! The final will cover the assigned reading as well as information covered in the "Drug of the Day" presentations, instructor posted presentations, weekly assignments and class discussions.

PLEASE NOTE:

Plagiarism

Plagiarism on a paper or other assignment will result in a grade of zero for that assignment. Sometimes students are unaware of what constitutes plagiarism and will unknowingly commit this type of academic dishonesty. To reduce the likelihood of this possibility, the following are examples of plagiarism discussed by Lisi Porter (1997) in her memorandum titled "Academic Honesty: An Ounce of Prevention":

- Copying homework answers from your text to hand in for a grade.
- Failing to give credit for ideas, statements of facts, or conclusions derived from another author.
- Failing to use quotations marks when quoting directly from another, whether it be a paragraph, sentence, or part thereof.
- Submitting a paper purchased from a "research" or term paper service.
- Retyping a friend's paper and turning it in as your own.
- Taking a paper from house files and turning it in as your own work.

Other Information

- It is the responsibility of the student to be familiar with and understand the requirements for the class. If you have questions, please ask.
- Late assignments will be deducted 10% of the available points per day.
- Written assignments (Behavior change) will be delivered to the instructor via <u>Safe Assignments</u> on Blackboard. *Assignments will not be accepted by email or other methods.*
- "Drug of the Day" presentations will be made via a discussion board.
- Once a quiz or discussion board has been closed and the allotted time elapsed, the opportunity to participate will be gone and *no make-ups will be allowed*.

- It is the responsibility of each student to be sure his/her computer and programs are compatible with Blackboard. The instructor has no control over problems between students and the ability to access Blackboard and/or post assignments, take exams, etc.
- Please note that the instructor is unable to assist you will Blackboard related issues beyond on the context of items and assignments posted by the instructor.
- We all have lives outside of the classroom (or in this case, Blackboard) and occasionally during the semester emergencies and unexpected challenges arise. When possible, please notify the instructor ahead of time when circumstances may necessitate a conversation regarding assignments and expectations. Please note these will be handled on a case-by-case basis. Contacting the instructor does not ensure concessions will be made.
- The format of this class requires regular and frequent participation. Failure to log on to Blackboard may result in not passing the class. The design of class will not allow occasional participation or attempting to complete the class in its entirety near the end of the semester.

BOISE STATE UNIVERSITY Department of Community and Environmental Health

Syllabus HLTHST 207 – ONLINE Nutrition Course

Instructor Contact Information:

Instructor: Shawn Dunnagan, RD, LD, CDE Email: <u>shawndunnagan@boisestate.edu</u> Office phone number: 208-426-2333

Office hours: As an adjunct instructor, I do not keep regular office hours. However, if you are in the area, I will be happy to meet with you by appointment; if you are unable to meet with me in person, we can make arrangements to meet online using Blackboard's OPEN OFFICE hours or Skype. I do share an office in the Riverside Health Sciences Building, room 103. To make an appointment, please e-mail me at shawndunnagan@boisestate.edu. You may also call me from 8:00 AM to 5:00 PM at (208) 426-2333.

I monitor the class site on a daily basis and **once on the weekends**. I check emails, usually two times each day.

Course Description and Objectives

<u>Goal:</u>

Nutrition is a subject that most of us have a personal interest in, whether you are concerned about your own nutritional health, a parent with diabetes or cancer, or a friend who has been struggling with an eating disorder. You may have enrolled in this course expecting to learn what to eat and how to choose healthy foods, but then be surprised when we launch into a lecture on fat metabolism, protein synthesis and fuel utilization during starvation. In this respect, this course is not a personal nutrition course, but one designed to build a foundation of knowledge that you can use professionally and personally. *My hope is that you will be inspired to connect the details of a nutrient's chemistry and the body's metabolism to the relevant aspects of how daily food choice can promote health, prevent disease and increase overall wellness.*

This course provides a comprehensive tour *of nutrition* by exploring diet planning principles and examining the role of macro and micronutrients in promoting optimal health and prevention of chronic disease. Students will build a base of credible nutrition information that is applicable both personally and professionally. Students will apply this knowledge to their own personal nutrition life and test their comprehension through a variety of approaches.

My goal as an instructor is to provide the student with opportunities to learn sound science-based nutrition information and inspire a lifelong interest in nutrition.

By the time you finish this course, you should be able to:

Identify the psychobiosocial influences (behavior, values, culture, and availability) that direct food choice and recognize how these impact eating behavior and food attitudes.

- Describe diet planning guidelines and be able to apply these principles to name foods that provide rich sources of essential nutrients that protect health.
- Develop and apply the skills of translating sound nutrition research into useable information for yourself, your family and others you may come into contact through your professional life.
- Explain the role of macro and micronutrients in promoting optimal health and prevention of chronic disease.
- Articulate a basic understanding of how physical activity and nutrition contribute to a healthy lifestyle emphasizing the role of fuel and fluids.
- Evaluate your personal nutrition profile by utilizing computer dietary analysis, reflection and writing.
- Demonstrate communication skills, critical thinking and appropriate use of resources by participating in group projects and discussions on contemporary nutrition topics.

Course Prerequisites, Text and Technical Requirements

A passing grade of C- or higher is required in BIOL 100 or BIOL 107 or BIOL 191 or BIOL 227 **AND** CHEM 101 or 111 and lab.

** TO SUCCEED IN THIS COURSE - an e-mail that you check regularly.**

- **1. Text:** Whitney and Rolfes, <u>Understanding Nutrition</u>, 14th edition + Mindlink.
 - a. **Option 1:** Purchase the custom epack bundle which contains the **loose-leaf textbook with 14-digit access number to Mindlink**, available at the Boise State University Bookstore (double check that you have the 14-digit access code when purchasing). ISBN: 978-1-305-61994-4. *This bundle is also available via the website listed below.*
 - b. <u>Option 2:</u> Purchase the custom epack via Cengage: loose-leaf text + Mindlinks Instant Access for Understanding Nutrition, 14th Edition, 1 term (6 months) ISBN#: 978-1-305-71630-8. Here is the link to the microsite in which you can purchase this product, <u>http://www.cengagebrain.com/course/site.html?id=1214560</u>

c. **Option 3:** Purchase the LMS integrated instant access only (no loose-leaf text, but full access to the ebook, with printing options) to your Mindtap course within your Bb site. This is also available at the above link to Cengage.

2. Mindlink brings course concepts to life with interactive learning tools that support UNDERSTANDING NUTRITION 14E. You have access to an interactive eBook with each option.

*Mindlink access is required for this online course and there are no exceptions.

4. Calculator: You will need a standard calculator for assignments and exams. **5. Technology:**

- A Pentium PC running Windows 95 or higher OR a Macintosh running system 7.5 or higher, with a minimum of 64MB RAM (recommended)
- Access to the Internet through a network connection or an Internet Service Provider, a broadband connection is recommended.
- A Web browser, either Microsoft Internet Explorer 4.0 or higher or Netscape Navigator 4.03 or higher. Microsoft Internet Explorer 5.0 or higher is recommended. (<u>Download Internet Explorer</u>)

NOTE: If you don't have the items described above at home, you can use a computer in an on-campus lab.

- A Blackboard User Account. Your username will be your BroncoWeb login ID. Your password will be your BroncoWeb password.
- Powerpoint, Acrobat Reader, Real Player, compatibility with Diet Analysis Plus, or other specialized hardware or software.
- There are various editors that can open the PDF and HTML documents. The Adobe Reader is just one. You may require plug-ins to open the videos. Most if not all of the videos open in Flash Player. Software you will need: a word processing program, such as access to Microsoft Word,

Adobe Reader (PDF). You can download the free Adobe Reader from <u>Adobe.com</u>.

Macromedia Flash Player. You can download the free version from <u>Macromedia.com</u>.

***Please note- computer/technology skills are not taught in this class**. I am moderately competent in computer technology, and can help in a limited capacity. Please contact BSU's Blackboard assistance at the Help Desk to receive technology support. You will find that contact information at the end of this document.

Student Responsibilities

- 1. **Regular and active participation is essential to pass this class.** I expect you to log on to the class site a minimum of five times a week. When you log on to the site, check the Home Page for any announcements, updates or notifications of any course changes. You are responsible for the material contained in both these sections.
- 2. Check email daily for any correspondence from the instructor or your classmates regarding class changes and/or group projects.
- 3. It is also your responsibility to make adequate time for this course. **Online courses require more time spent on the course material and good time management skills.** The University standard is a minimum of 3-4 hours of internet class study time per credit per week. This equates to 9-12 hours of class work per week. *No Joke!*
- 4. Importantly, it is your responsibility to communicate with me. If you are having trouble with an assignment or a personal issue that is impeding your learning and progress please let me know. In addition, if I don't hear from you or see that you haven't logged on to the site or submitted work, I will assume that you are planning on dropping the course and taking that action. Do not wait until you are too far behind to contact me with a list of reasons that you were unable to complete the tasks

required. This behavior, unfortunately, is rampant and I do not make allowances, nor do I negotiate here. Not knowing if your work was submitted successfully is also not an allowable reason to have late work. Be proactive and learn how to submit and confirm the submission of assignments on Bb.

5. No allowances for missing assignments are allowed except for a medical emergency or family bereavement with documentation.
I want all of you to succeed in this course, but it moves quickly and we cover a lot of material which can be challenging! It will be well worth it and valuable to you for a lifetime of good health!

Methods of Instruction

This course is conducted entirely online.

You will read selections from the textbook and material available online, complete critical thinking questions and/or case studies about the material you've read, participate in group discussions and projects and analyze your food intake using the DW+ software, located inside Mindtap. You may complete the online activities from wherever you choose -- from home, from work, or from a campus computer lab. However, this course will be conducted on a fixed schedule, meaning that you will be unable to work ahead and complete the course before the semester ends. Instead, I will make available portions of the course on a modular basis, right up to the end of the semester. Each of the four modules is 4 weeks long, and I will make available portions of each as you progress along.

In most instances, the module's reading assignment will be the focus of our discussions and other activities. If you have questions about what you've read, please ask them; chances are, other students will have the same questions and then I can send out an announcement to help others.

Finally, please note that the course site contains quite a bit of material that complements and supplements your text, including tutorial videos and interactive documents. Please use these materials to enhance your understanding of the text and to verify that you have understood what you should understand after completing each reading.

Dietary Analysis Project

Each week and throughout the semester you will be working on a personal nutrition analysis of your daily intake, followed by questions pertaining to your food intake. The main objective of this assignment is to apply the principles of nutrition you have learned to your own diet. The DW+ nutrition tasks are presented each week throughout the semester. A short essay synthesizing the material from your nutrition tasks will be your *final exam fulfillment*.

<u>Discussions</u>

Read carefully if you would like to earn an A in this course

For the Group Discussions, these require that both an original post and a response to one other student is completed over a 7 day period, so these have hard and fast deadlines and there are no makeups allowed. I require that you post your initial discussion posting the first 4 days of the discussion and post your reply to one other classmate the following 3 days of the 7-day discussion period. This is important because your timely posting allows your classmates to read and respond to your posting and enables you to receive full credit for your discussion. Please refer to the discussion grading rubric under the discussion tabs. Please follow the course calendar carefully to help keep you on track, <u>AS DISCUSSIONS HAVE A HARD AND FAST DEADLINE AND CANNOT BE MADE UP.</u>

Assignments Policy

In terms of quality, my expectations are simple, yet high. Assignments should be well written (please use spell check), using correct grammar and clearly address the issues being asked.

Late assignments are marked down at a rate of 5% per day (starting from due date). Assignments are due by 11:59 pm Mountain Standard Time. Email me when you need to have an extension, and I will extend this up to 5 days after the due date listed.

I will not accept assignments more than five days late. An emailed assignment sent without an attachment or with the wrong attachment is still considered late. **However, I know life happens so each student gets one 'free late assignment'.** This means you can turn in one assignment, <u>five days after the due date</u> with no consequence (i.e. no late points deducted).

*Email me to let me know which assignment you would like to use your free pass for so I can extend this for you in Mindtap. You may put a comment in the comment box associated with the assignment or type it directly into the assignment.

*If you have documentation of a family bereavement absence and/or a medical emergency, I will make an allowance for makeup work on a case by case basis.

IMPORTANT REMINDER:

DISCUSSIONS AND GROUP WORK HAVE HARD AND FAST DEADLINES SO THE FREE PASS CANNOT BE USED HERE- <u>THE 7-DAY FREE LATE PASS IS VALID ONLY ON</u> <u>INDIVIDUAL ASSIGNMENTS.</u>

Blackboard Assignment Submission Information

When submitting assignments with attached files, please note the following : **File Naming Convention**: your last name, first initial and assignment name. For example, my file name for Highlight #1 writing assignment would be DunnaganS_H1.doc. I appreciate you doing this as it leads to less confusion, fewer communication problems and easier retrieval of documents.

You can also confirm that you have successfully submitted your assignment in 2 ways:

1) Hitting the Submit button at the bottom of the Submission page and then seeing a green success message at the top of the page.

2) You can also go to the "My Grades" area and look under the submission area to check for the green exclamation mark, that indicates that your assignment is available for me to grade.

Grading Criteria

Points are awarded for each learning task as indicated below.

*Failure to complete the Syllabus quiz, sign the course agreement document and Introductions posting will result in you being administratively withdrawn from the class.

See Course Calendar for specific due dates

MODULE 1-Chapters 1, 2 and 3	
MindTap access, Introductions, syllabus quiz and signed course	40
understanding and student agreement document:	
All 4 tasks required to stay in Course-Due by Friday of the first week	
Chap. 1 DW+ personal wellness profile/answer questions	10
Chap 1 case study on Diet and Disease risk	10
Highlight #1: Analyzing Internet Nutrition Information	20
Chap 1 and 2 quizzes	20
Highlight #2: Vegetarian diets/1 'critical thinking' question	10
Chap 2 DW+ personal nutrition exercise	10
Chap 3 BBC video on juice cleansers/answer questions	10
EXTRA Credit Opp: Gluten-free diets and/or Vegetarianism (5 pts	
each)	
MODULE 2-Chapters 4, 5 and 6	
Chapter 4: BBC video on fiber/critical response writing	10
3 DW+ nutrition project assignments: chapters 4, 5 and 6	30
Discussion #1: Carbs and Controversies	40
Chapter 4 and 5 Global Nutrition watch article/answer Qs	20
Chapter 6: BBC video: Nutrigenomics/answer Qs	10
Chapter 4, 5 and 6 quizzes (10 points each)	30
EXTRA Credit Opp: Case study on protein adequacy (up to 5 pts)	
MODULE 3- Chapters 7, 8 and 9	
Chapter 7 : BBC video on metabolism	10
3 DW+ personal nutrition activities	30
Chapter 8: BBC video on BMI	10
Chapter 7 and 8 post learning quizzes	20
Discussion #2: Childhood Obesity and Eating disorders	40
EXTRA Credit Opp: Alcohol case study (worth up to 5 pts)	
MODULE 4-Chapters 10 and 11/Highlight #10	
Global Nutrition watch article/answer Qs	10
BBC video: Vitamin D Study	10
2 DW+ personal nutrition activities	20
Discussion #3: Vitamin Supplementation Issues/Controversies	40

Chapter 10 and 11 post learning quizzes	20
Final short essay paper- This is your final exam fulfillment.	20
TOTAL	500
3 Redemption Assignment, worth up to 15 points each: Gluten-	
free diets, case study and/or Excessive Alcohol activity.	

Final Grade Distribution

Final grades are determined at the end of the semester on a percentage basis. Final letter grades correspond to percents as follows:

100% - 96 % = A+	
95.9% - 93% = A	79.9% - 77 % = C +
92.9% - 90 % = A -	76.9% - 73 % = C
89.9% - 87 % = B +	72.9% - 70 % = C -
86.9% - 83 % = B	69.9% - 67 % = D +
82.9% - 80 % = B -	66.9% - 63 % = D
	62.9% - 60 % = D-

Academic Integrity

Academic dishonesty is a serious matter. Instructors are obligated to report transgressions to the Office of Student Conduct. Academic dishonesty includes but is not limited to cheating, copying another person's work, unauthorized possession or selling of class materials, plagiarism and copyright violations.

Boise State University has an established Student Code of Conduct that details policies regarding student behavior and academic dishonesty. Please take the time to review the Student Code of Conduct at http://www2.boisestate.edu/studentconduct. The sanction for academic dishonesty in this class will be an automatic "F" for the course. In this course, we will be discussing controversial and sometimes personal issues; all communication must be professional and respectful. No foul language, rude or disparaging remarks will be tolerated. Generally accepted guidelines of "Netiquette" (network etiquette) should be followed. Also, here's a link to the Student Online Privacy Notice, which is helpful: http://itc.boisestate.edu/orient/privacy.htm. This discusses 'proper behavior' of online classes such as personal disclosures, private information, acceptable

behavior....

Copyright Notice

Please visit the following link for issues related to copyright laws. <u>http://itc.boisestate.edu/resource.htm</u>.

Resources for Students

Blackboard is the software we use for the course sites. There are many functions within Blackboard and navigating Blackboard can be daunting at first. For help with Blackboard please contact *the Help Desk at 426-4357 (8-5 Mon-Fri), Location: Interactive Learning Center, room 128.*

I highly recommend students take the Blackboard orientation. Here are several links to websites devoted to e-learning at BSU.

Online Student Resources: eCampus Student Support

On the eCampus website, students can read about:

- Time Management, online communication, and technology skills.
- Tips for success in online learning, discussions, and groups.
- Boise State support services and online tutoring.

Quick Start Guide: Orientation to Boise State eCampus

The Quick Start Guide provides students with:

- Advice for being a successful online learner.
- Access to the self-paced Blackboard tutorial, <u>eLearning at Boise State.</u>
- Templates for creating study plans, academic calendars, and contact lists.

The Help Desk has moved! We are now in The Zone in the Interactive Learning Center, room 128. Phone: 426-HELP (4357) Web: http://oit.boisestate.edu/ Online Self Service: http://support.boisestate.edu/ Twitter: @BoiseStateHelp, @BoiseStOutages Blog: http://broncobytes.boisestate.edu/ Email: helpdesk@boisestate.edu

Disability Services

Any student who feels that he or she may need accommodations based on the impact of a disability should contact me privately to discuss your specific needs. You will also need to contact the <u>Disability Resource Center</u> (208-426-1583, Administration Builiding, Room 114) to meet with a specialist and coordinate reasonable accommodations for any documented disability.

Student Online Privacy Notice

Please take a few minutes to read the <u>Student Online Privacy Notice</u>, which describes in general terms your rights and responsibilities while participating in an Internet-enhanced course.

Getting started

To get started in this course, you should log onto Blackboard <u>http://boisestate.edu/</u>. You will need your student user name and password which is the same one you use for Broncoweb. As you enter the site you will see the Home Page. Follow the instructions for a tour of the site and how to get started on the assignments.

Modification of the Syllabus and Schedule

I reserve the right to modify the syllabus and schedule at any time. Revisions will be documented in an announcement on the Blackboard site.

K 355 Elementary School Health Methods

Instructor: Terry-Ann Spitzer Gibson, Ph.D. Associate Professor, Kinesiology Department

Office: K 108 B Phone: 426-1509 E-Mail: tgibson@boisestate.edu

Resources : This class will be using a wide variety of online

Course Description: This course is designed to improve the student's health literacy and to assist them in utilizing the knowledge and skills that they gain in the following ways: by personally choosing healthy lifestyles, by making educated health decisions, and by sharing this knowledge in developmentally appropriate contexts with students in schools and other educational settings. PREREQ: Admission to teacher education

Course Objectives: Student will be able to

- A. demonstrate health content knowledge needed to promote health enhancing behaviors.
- B. develop and demonstrate strategies and methods for creating active learning health lessons to meet needs of diverse learners.
- C. demonstrate the ability to analyze and evaluate health resources, products, and services.
- D. demonstrate the ability to integrate Common Core State Standards with Idaho Content Standards to promote health literacy.
- E. design and present health lessons to promote health skills including analyzing influences, interpersonal communication, decision making and goal setting to reduce health risks and enhance health behavior management.
- F. create assessments and learning tasks to promote application and critical thinking.
- G. promote collaborations for health promotion within the classroom and throughout the school and community.

Instructional Strategies Used:

A large variety of instructional strategies will be used with the focus on active learning. The strategies used will include peer instruction, group practice, discussion groups, role-playing, demonstrations, debates, reading, discussion and lecture.

Grading: A. Teaching & Preparation and Presentation of Materials Health Lesson	Value 45% of Grade
Teaching	30 pts
Lesson plan	30 pts
Resource Sheet	20 pts
Creative Assignment	20 pts
 B. Study Guides, Quizzes Assessments et al. Web Quests et al., Quizzes (5 – 10) Personal Health Assessments & Scavenger Hunt HEAP of Books Literature Assignment HEAP Informational Text Assignment Teaching evaluations 	45% of Grade 10 pts each 2-6 pts each 10 pts each 20 pts 20 pts

C. Professionalism

10% of Grade

This will be graded on a 5 point scale (1 represents the lowest value and 5 is the highest) on attendance/timeliness, participation, responsibility, cooperation and leadership.

D. Attendance

This is a participatory class and attendance is required. <u>A student with more than 3</u> <u>absences will automatically fail this course</u>. Three tardies (20 min or more) will constitute one absence.

Evaluation Guidelines for written Health Assignments

"C" Work

meets minimum requirements of the assignment brief responses on written work with limited reflections some grammatical errors required items not typed

"B" Work

meets requirements of the assignment complete responses on written work few grammatical errors neat art work and presentation generally typed

"A" Work

goes beyond requirements insightful reflections and comments creative art work and presentation - professional level all work typed (exception Quests)

Guideline for late assignments

All assignments including study guides are important and will be accepted late. However, for full credit, assignments must be turned in on the due date. Assignments turned in more than one week after the deadline can receive no more than half credit.

Grading Scale

I will be using + and – grading this semester. The scale is as follows:			
A + = 97 - 100	B + = 87 - 89	C + = 77 - 79	D+=67 - 69
A = 94 - 96	B = 84 - 86	C = 74 - 76	D = 64 - 66
A- = $90 - 93$	B- = $80 - 83$	C = 70 - 73	D-=60-63

Make-up Work

Make-ups will not be allowed on quizzes. Lessons to be taught to the class by students must be done on the day assigned. If an emergency occurs, the instructor must be notified immediately. Make-ups will depend on class time available. If you sign up for a bulletin board display, you must use your time or lose the opportunity.

Web Quests et al.,

Web Quests will be graded as to completeness of the task(s)/answers and being received by the instructor on time. They are to be turned in as hard copies unless otherwise noted. Accuracy on factual questions will be assessed but opinion questions should reflect your personal beliefs.

Class Expectations

All students are expected to;

-contribute to class discussions and activities -be respectful of differing opinions -use listening skills and "I" statements

Electronics

The use of electronic devices – cell phones, I pads ect. are only allowed in class during specific activities and to access class materials. All other use during class time is prohibited. Consequences-----class decision

Content Areas

Examples of what is covered: Body Systems and Personal Health Stress, Conflict resolution, Nutrition Child abuse, harassment, friendship Disease Consumer Education Aging, Death and Dying

Mental Health Depression, Bullying prevention Family Living Substance Use and Abuse Safety Environmental Health

KINES 140 Personal Health-Disciplinary Lens Social Science Course

Catalog Description: This course covers nutrition, diseases, health needs, services, drugs, family living, and personality structure and development. The aim of this course is to enhance the student's adjustment toward effective functioning in a changing environment.

Learning Outcomes: Boise State's Foundational Studies Program provides undergraduates with a broad-based education that spans entire university experience. Kines140 Personal Health satisfies three units of the Foundation Studies Program Disciplinary Lens- Social Science (DL-S) requirement. It supports the following University Learning Outcomes along with a variety of other course-specific goals.

11. Apply the knowledge and the methods of inquiry characteristic of the social sciences to explain and evaluate human behavior and institutions.

KINES 140 *Personal Health* is focused on learning and personally applying information about the seven dimensions of health. This course helps to achieve the goals of the Foundational Studies Program by focusing on the following learning outcomes. After successful completion of this course, you will be able to:

*Analyze how cultures and communities influence personal health behaviors both positively and negatively

*Examine how social forces influence personal health behaviors

*Describe how community involvement impacts social health.

*Show ability to access valid and reliable health resources and services

*Show evidence of an understanding of health concepts and content

*Demonstrate the ability to assess health issues and construct opinions regarding a variety of health issues

* Show evidence of using health behavior change constructs and models through the use of a personal behavior change contract.

Course Policies

1. Submitting Assignments: For this course you will have several ways of turning in assignments. Behavior Change Journals and Discussion Boards will be will posted online. Other assignments can be turned in via Mastering Health, or Assignment function by 11:59 pm on the due date.

Submit all work using .doc or .rtf extensions. I cannot read other formats. For submitted assignments using the Assignment function type directly into the text box. You do not need to attach a document.

All assignments are to be individually done by you unless I specifically tell you otherwise.

2. Check in at least once a day everyday:

On-line attendance is necessary to learning. Your employer expects you to work every day and so do I. You need to show up in the course everyday. We will have a variety of class assignments that may include worksheets, questions from the chapters, self-

assessments, quizzes or other work in addition to the homework assignments on the syllabus. If you don't check in at least once a day then you might miss something. Any changes to the timeline will be posted as an announcement and sent as an email. This is class requires independent thought and effort. Active and respectful participation in the online discussions is expected and encouraged. When we all share in the learning experience we have a richer opportunity to improve our knowledge and skills. Students are encouraged to share relevant, current materials and experiences related to class material. The opportunity to pursue individual interests within this subject area is provided and encouraged in course assignments.

3. **Discussion Boards**-when you post to the Discussion Boards bring in your ideas and facts. Connecting your posts to the chapter material or valid information from reputable sites will add to the discussion. Expectation is everyone will be respectful in their posts and when we have a different viewpoint, we will express it politely. Failure to follow this guidance will reduce your grade or may warrant failing the class. Students are expected to complete all required coursework by the established due dates. If you have a written University excuse for missing class when assignments are due, you may either turn them in early, or with permission of the instructor, make alternative arrangements. Any previously arranged makeup work may differ from the original assignment. You are always responsible for the timely completion of all class requirements.

4. Complete the Assigned Readings in Health: the Basics and the Reading Reviews. We do not have multiple chapter exams but we do have weekly Reading Reviews (RR)
Read the chapter and complete the Chapter Reading Review in Mastery. You can complete the RR from any computer except the computers in the Boise State Testing Lab. The RR are under the This Week's Assignments and you go to the weekly Reading Review Folder, click on the Green Mastering Assignments Pearson

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button . Once you open the reading review it needs to be completed but you have two tries per question.. The highest score will be recorded.. At the end of the term I will drop the lowest Reading Review.

5. **Behavior Change**: You will complete the How Healthy Are You Assessment to get an idea of what behavior you would like to change during the semester. This project is to be a behavior you have tried to change in the past but have been unsuccessful. Past students recommend something you are interested in because you spend a significant time tracking and writing about this behavior change.

This can be in the realm of physical, emotional, mental, spiritual, or social health. Each week you find a course link to Behavior Change Journal entry for the week. You will complete the behavior change contract and journal your progress on the Journal

throughout the semester as you work toward your health goal. You are to update your behavior change project each week.

(a) weekly journals with 5 days per week of data tracking your behavior change

(b) answers to the 3-5 questions and

(b) a properly labeled line graph depicting the progress of your behavior change over time.

6. Adhere to Assignment Guidelines. Type all assignments that are turned in, except where otherwise noted. All of your assignments are to be your own work, not cut and paste and not quoted from other sources. Use your own words to answer all questions. All assignments are to be individually done by you unless I specifically tell you otherwise. Be sure your name is on **all** your work, the files names (yourname assignmentname and if you are turning in an assessment or attached a typed document be sure to put your name on the actual paper.

All assignments are due by 11:59 pm on the date listed on the syllabus unless otherwise directed by Dr. Spear. Any assignment turned in after class is considered late. All late work grades will drop by 10% within the first 24 hours, 30% within 24-48 hours, and after 48 hours past the due date no credit will be given. No work will be accepted after Sunday, June 28th, 2015.

All assignments are to be typed, using a 12-point font with standard 1-inch margins unless otherwise instructed.

a. To receive the most points possible include both the question and your answer. b. Your response should include an example to support your answer/conclusion. Back up your answers with examples from the text or other valid materials. Brief answers receive few points so be thorough. Employers want people with excellent written and oral communication skills. The Boise State Writing Center, 426-1298, is available to help you refine your writing skills.

7. Your responsibility. A successful student is prepared to learn, asks questions, goes beyond the minimum assignment and has good self-discipline. I expect you to be a successful student as I hope you expect me to be a successful teacher. If you have questions, someone else does too so be sure to ask.

8. **Protocol for emailing Dr. Spear or Kennedy**: When sending an email, please put the class name, class section or color (**Blue**) and a brief description about the subject of the email in the subject line. Example: **KINES 140 BLUE-Question re Assignment How Healthy Are You.** Start your e-mail with a greeting and end your e-mail with your name, Student ID and phone number. You must use your Bronco Email so I know the message is from a student and not spam. I receive lots of email and don't want to overlook your messages.

9. **Demonstrate professional conduct**. Participate fully and ask questions. A successful student is prepared to learn, asks questions, goes beyond the minimum

assignment and has good self-discipline. I expect you to be a successful student as I hope you expect me to be a successful teacher.

10. Semester Extra Credit One semester extra credit opportunity per student, worth a maximum 15 points and is due Sunday, June 28th, 2015. No late extra credit will be accepted. Participate in a health-related activity presented on campus or in the community, i.e. political action around a health issue, blood drive, HIV testing, fitness testing, participation in a health related workshop etc. You may also follow your Stress Plan, Exercise Plan or Nutrition Plan for two weeks. Submit a typed two page, double space, reaction paper of your experience, must include the following paragraph headings:

(1) description of the experience,

(2) what did you learn,

(3) what dimension of your health did this experience impact and

(4) how you can use the information in your life.

11.Check your grades-

I strive to have all work graded within 72 hours. If you don't see your grade then feel free to email me and give me a friendly nudge. Like many faculty, grading is not my #1 favorite activity and sometimes I procrastinate, unlike all of you who are so prompt in your postings ;). It is up to you to check on your grades.

You will have one extra credit assignment and that is due **Sunday**, **June 28th**, **2015** by 11:59. All work is to be turned in by then and no late work will be accepted. Contacting me after final grades at the end of the summer term are posted and asking to complete extra credit or redo an assignment will prompt me to direct you to the Course Information section of the class and say NO.

You have plenty of opportunities to be successful. You can see the grading rubrics for each of the assignments so look at those for guidance, post your questions on the Class Question & Answers Discussion Board for us to answer and keep asking questions so you are clear about what is expected. Your employers expect clear, open and honest communication and so do I.

CONSENT AGENDA DECEMBER 15, 2016 COURSE SYLLBUS FOR KINES 242 – Human Sexuality Fall, 2015

Instructor: Sherry Iverson, RN Director of Children's Advocacy and Community Education St. Luke's Children's Hospital Boise State University Adjunct Professor Cell phone: 208-867-3533 ; W:208-381-3049. E-mail: iversons@slhs.org

Course Information

Required Textbook: Our Sexuality--12th Edition, Robert Crocks and Karla Baur

Course Description: An overview of human sexuality emphasizing both physiological and psychological aspects of sexuality. Topics include but not limited to: sexual anatomy and physiology, sexual response cycle, childbirth, contraception, sexual dysfunction, sex role development, abuse and violence, role of media, influence of religion and culture on relationships, and sexuality education and policy making.

Course goals and objectives:

- 1. Present factual information in a comfortable environment on the psychology and physiology sexual function; addressing common myths.
- 2. Provide an understanding of the role of sexuality on individual's lives from childhood thru adulthood to the old age.
- 3. Address the role of sexuality in our culture and how it varies within the culture.
- 4. Present developmental aspects of sexuality, love, abuse, unhealthy and healthy relationships
- 5. Encourage personal exploration about values, feelings, beliefs concerning one's own sexuality and of their community

Evaluation process:

There will be three tests given during the semester covering lectures and discussions and the contents of the assigned textbook. The questions will be short essay with 4-6 questions on each exam. At the end of each class a short reflective paragraph will be written and turned is as part of attendance, as attendance is **required in** this class! Each reflection paragraph will be worth 7 points. Reflective paragraphs can only be made up with prior notification of absence and reasons for missing class (sickness, athletic event).

Total possible points for this class --- 400. Grading will be as follows: A 400-360; B 359-320; C 319 -280; D below 279

Test 1---90 points Test 2—100 points Test 3—100 points 13 blogs at 7 points each—91 points Attendance and Participation—1 point each class—19 points Total: 400 points available ***There will be two opportunities for 14 points extra credit throughout the semester.

** No computers, iphones, ipads are to be used during class for **recording** of any materials/lecturers or for personal use (FACEBOOK, texting, games). Thank you .

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CONSENT AGENDA DECEMBER 15, 2016 PROPOSED CLASS CALENDAR Human Sexuality Fall, 2015

NOTE: This schedule is subject to change

August 24, 2015—Gender/sex roles and Society Guest Speakers: Jeff Matsushita and Bryan Lydia from Idaho Coalition Against Sexual and Domestic Violence

- August 31 How we learn about Sex; parents, schools, religion and friends. Sexuality: Let's Talk about it. (Chapters 1 & 8)
- September 7: Labor Day No class
- September 14 Female puberty, Female sexual A&P, including puberty, menstruation and menopause (Chapter 3)
- September 21 Male puberty, Male sexual A& P including puberty (Chapter 4)
- September 28 Conceiving Children: Process and Choices including adoption and surrogacy. (Chapter 11) TAKE HOME TEST due start of class 10/5
- October 5 Contraception, Planned and Unplanned Pregnancy: Guest Lecturer
- October 12: Arousal and Sexual Response
- October 24: Child Sexual Abuse: Guest Speaker: Paul McPherson, MD Director of the CARES unit
- November 2 STD'S and STI's (Chapter 15) TAKE HOME TEST Due November 9 at start of class.
- November 9 Sexual orientation/Transgender issues. Guest Lecturer
- November 16 History of Human Sexuality and the Role of Religion
- November 23 No Class: Thanksgiving Week
- November 30 Media and Sexuality—Chapter 1 TAKE HOME TEST Due Dec 7 at start of class.

December 7 Sex Sells

Boise State University

Department of Kinesiology

COURSE SYLLABUS and Schedule for KINES 445 Secondary School Health Methods and Administration - Spring, 2016

Instructor: Dr. Jane Shimon Office: G206 Phone: 426-1531 e-mail: jshi

e-mail: jshimon@boisestate.edu

Course Materials:

• Page, R.M., and Page, T.S. (2015). *Promoting health and emotional well-being in your classroom*. 6th edition. Burlington, MA: Jones and Bartlett.

• Course information, handouts, and reading material will be posted in Blackboard. Glenco Health Textbooks used by the Boise School District will be available.

CATALOG ENTRY:

KINES 445 SECONDARY SCHOOL HEALTH METHODS AND ADMINISTRATION (3-1-3)(S). Emphasis is placed on school health education instructional methods, health literacy strategies, and current classroom administrative practices. Field experience is included. PREREQ: Junior standing.

This course contributes to the State of Idaho Health Endorsement requirements.

I. COURSE GOALS and OBJECTIVES

- a. Demonstrates understanding and application of Idaho Health Standards, district health curriculums, and the Idaho Common Core State Standards (CCSS).
- b. Demonstrate understanding of the relationship between health education content areas and youth risk behaviors.
- c. Demonstrate ability to create a learning environment sensitive to controversial health issues.
- d. Demonstrate ability to access health-related resources.
- e. Demonstrate understanding and application of various instructional methods and strategies.
- f. Demonstrate understanding of traditional and authentic types of health-related assessments.
- g. Demonstrate ability to plan, develop, and present a health unit of instruction
- h. Demonstrate understanding of Idaho laws/codes specific to health education and health services to minors and interventions following the identification, disclosure, or suspicion of student involvement in a high-risk behavior.
- II. ASSESSMENT MEASURES The final grade is based on a weighted total from the following areas:
 - A. Entry Slips, in-class quizzes, and/or Blackboard quizzes (15%)
 - B. Assignments. (25%)
 - 1. <u>RADAR Network Center scavenger Hunt</u> (document in Blackboard)
 - 2. <u>Health Share on a Specific Health Content Area from a District Curriculum</u>
 - a. Find and share an interesting **health-related website** with the class. The website should pertain to usable information for health educators and/or students.
 - b. Select and share usable (grade appropriate) health **reading material** that can be used to help address Idaho Common Core Standards in the area of Reading. Make a copy of the material for all class members. Because not all schools have current health textbooks to use, many teachers rely on reading material found on relevant health websites.
 - c. Present a **health activity** (application activity) from the textbook. The activity must connect to your health topic and contribute to an Idaho Common Core Standard.
 - 3. <u>Various short content-related assignments</u> (i.e., acts of kindness; stress; head hunger; assigned readings)

CONSENT AGENDA

- **c.** Develop a Health Unit (40%) Your Dearth MBER of 5 resented/displayed to the class representing a final culminating activity.
 - a. **District curriculum requirements** for the selected content area and grade level.
 - b. Unit Plan. Develop a health unit (scope and sequence) that reflects a district health curriculum's plan on one health topic for either Junior/Middle School or High School.
 - c. Lesson Plans. Develop 5 individual lessons based on your Unit Plan outline.
 - d. **Assessment**. Develop all assessment strategies that will be used in your health unit. In addition, one written test will be developed to demonstrate test-writing construction.
 - e. Ancillary Materials. Develop ALL handouts, visual aids, power point presentations, reading material, activities, and/or note-taking outlines you will use as a teacher and/or provide to students as part of your 5 lessons.
 - f. **Teaching.** Present your unit plan, assessments, and ancillary materials to the class. Teach one lesson from you unit to the class.

D. Health Lesson Observations (15%)

Endorsement requirements by the Idaho State Department of Education indicate that the secondary health method course must include a field experience.

- A minimum of 15 health lesson observations are required over the course of the semester. No more than 6 of the lesson cans be repeat lessons). That means at least 9 different lessons must be observed. You may select different teachers to observe, or schedule your time with only one health teacher; it's up to you. If you have an idea of where you will be doing your Field Experience for Secondary PE Methods/student teaching, it may be wise to work with the Health teacher at that school (to apply for the Health Endorsement at BSU, part of your student teaching experience MUST include teaching health).
- 2. Complete a reflection for each different lesson observed (form found on Blackboard).

Boise School District Health Teachers to Consider (Junior High School)		
Patti Bellan, Riverglen JHS: Cassie Tipton, Fairmont JHS		
patricia.bellan@boiseschools.org	cassie.tipton@boiseschools.org	
Period 1 Health: 7:50 to 8:34	Period 1: 7:50-8:42	
Period 2 Health: 8:37 to 9:21	Period 2: 8:45-9:32	
Period 3 Health: 9:35 to 10:19	Period 3: 9:46-10:33	
Period 7 Health: 12:28 to 1:12	Period 4: 10:36-11:23	
	Period 5: 11:26-12:13	
	Period 8: 1:43-2:30	
Heidi Bromley, North JSH	John Ruttenturner, South JHS	
<heidi.bromley@boiseschools.org>,</heidi.bromley@boiseschools.org>	john.ruttenturner@boiseschools.org.	
1st Period: 7:45-8:37		
2 nd Period: 8:40-9:32		
4 th Period: 10:36-11:23		
7 th Period: 12:52-1:40		
8 th Period: 1:43-2:30		

- **E. Professionalism** (5%) Professionalism and personal disposition (character, distinguishing qualities) is a part of your teacher preparation at Boise State University.
 - Attends class regularly and comes to class on time.
 - Engaged participation (participates in class discussion and activities)
 - Meets time-line commitments (assignment due dates are known well in advance)
 - Demonstrates respect for the learning community (content, peers, instructors)

Key:

- 4.0 = 100% Exceptional expectations for beginning teacher
- 3.5 = Most of the time Above Average
- 3.0 = Basic expectations met for beginning teacher
- 2.0 = Inconsistent Expectations emerging for beginning teacher
- 1.0 = Poor Expectation not met for beginning teacher

CONSENT AGENDA IV. PARTICIPATION, ATTENDANCE, AND GRADING MBER 15, 2016

Grading will be based on a percentage of points accumulated from all required assignments for this course. Failure to complete and turn in any assignment will result in a failure for the class. Evaluation Criteria:

98- 100% = A+	88 - 89% = B+	78 - 79 = C+	68 - 69 = D+
92 - 97 = A	82 - 87 = B	72 - 77 = C	62 - 67 = D
90 - 91 = A-	80 - 81 = B-	70 - 71 = C-	60 - 61 = D-

If you are absent or late to class, you miss the opportunity to take a quiz. You will be allowed to make up a quiz if you are absent <u>only</u> if the absence is notified <u>in advance</u>. If you are late or absent, it is your responsibility to obtain any missed information.

If you miss more than 3 classes, you will be asked to drop the class or receive an F for the class.

You will be allowed one late assignment (turned in by week's end to receive credit). Use the Late Assignment Pass and attach it to your assignment. All other late assignments will accrue a 20% penalty and must be turned in within two weeks of the deadline date. No late assignments will be accepted two weeks past the deadline unless previous arrangements have been made. Turn assignments in on time, even if you miss class.

SUPPLEMENTAL RESOURCES:

• Boise School District Health Curriculum:

8th and 11th: <u>http://www.boiseschools.org/parents/secondary_curriculum/secondary_health/</u> Example: Mrs. Patti Bellan's Health Program at Riverglen JHS: <u>www.tinyurl.com/bellanclass</u>

• West Ada School District Health Curriculum: 6th grade: <u>http://www.westada.org/Page/15224</u>

7th grade: http://www.westada.org/Page/15235

8th grade: <u>http://www.westada.org/Page/15247</u> HS: http://www.westada.org/Page/15141

• Other: Michigan Model for Health: http://emc.cmich.edu/EMC_Orchard/michigan-model-for-health-secondary-curriculum

American School Health Association - <u>http://www.ashaweb.org/</u> <u>Resources</u>: <u>http://www.ashaweb.org/resources/</u>

Anspaugh, D.J., & Ezell, G. (2010). *Teaching Today's Health*, 9th ed. Needham Heights, MA: Allyn & Bacon.

Bronson, M.H. (2011). Glenco Health. Columbus, OH: McGraw Hill Education.

Bronson, M.H., Cleary, M.J., & Hubbard, B.M. (2014). *Glenco Teen Health*. Columbus, OH: McGraw Hill Education.

Champeau, D. (1998). Great Ideas in Teaching Health. Needham Heights, MA: Allyn & Bacon.

Connelly, M. (2012). *Skills-based health education*. Sudbury, MA: Jones & Bartlett Learning.

- Drolet, JC and Wycoff-Horn, MR. (eds.) (2006). *Health education teaching strategies for middle and high school grades.* Reston, VA; American Association for Health Education.
- Jackson, T. (1993). Activities that teach. Cedar City, UT: Red Rock Publishing.
- Jackson, T. (1995). More activities that teach. Cedar City, UT: Red Rock Publishing.

Jackson, T. (2000). Still more activities that teach. Cedar City, UT: Red Rock Publishing.

- Meeks, L., Heit, P, & Page, R. (2012). *Comprehensive school health education Totally awesome strategies for teaching health*, 8th ed. Dubuque, IA: McGraw-Hill
- Puza, R.F. (2008). *Health education ideas and activities 24 dimensions of wellness for adolescents*. Champaign, IL: Human Kinetics.
- Telljohann, S.K., Symons, C.W., & Miller, D.F. (2008). *Health Education: Elementary and Middle School Applications*, 6rd ed. Dubuque, IA: McGraw-Hill.
- Whalen, S., Splendorio, D, and Chiariello, S. (2007). *Tools for teaching health Lessons and activities to promote health literacy and reduce health risks, grades 6-12*. San Francisco, CA: Jossey-Bass.

CONSENT - SDE

CONSENT AGENDA TENTERESTER 2016NE:

Coordinated School Health / COC risk factors and connection to Idaho & National Health Standards Health content areas and District health curriculums (West Ada, Bolse): Example of scope & sequence Hand out teaching strategies to present for next class; Hand out entry slip for next class; (RRS) Jan. 19 IDAHO RISK FACTORS – YRBS – Teaching and the adolescent brain – connection to YRBS and relevance Teaching strategies: Common Core State Standards – connection to teaching and learning and health standards DUE: Teaching strategies: Sign up for Website/Read share Jan. 26 Teaching strategies to use in health, continued: Vocabulary activities/Check for understanding-review activities Readability and media literacy / CRAAP - advertising / create a cereal box DUE: Blackboard (Chapter 5 and/or entry slip) Feb. 2 Vocabulary activities/Check for understanding-review activities Sign up for Teaching Presentations Bingo Quiz example (formative assessment) Unit plan worksheet DUE: Blackboard (Chapter 1 & 2 and/or entry slip) Feb. 9 Review unit plans/Class organization and behavior management strategies Assessment review (scratch cards/ rubrics) Content Literacy Health Content & Activities: Beijn Wellness & Emotional/Social Health (cyber bulying) DUE: Blackboard (Chapter 3/A and/or entry slip) Web/Read/Activity Share: Feb. 16 Health Content & Activities: Nutrition; Physical Ac			
Teaching Strategies Common Core State Standards – connection to teaching and learning and health standards DUE: Teaching strategies: present assigned topic DUE: Blackboard questions (Chapters 1 & 2) & Entry YRBS entry slip Sign up for Website/Read share Jan. 26 Teaching strategies to use in health, continued: Vocabulary activities/Check for understanding-review activities Readability: and media literacy (CRAP - advertising / create a cereal box Sign up for Teaching Presentations Bing Ouzie zeample (formative assessment) Unit plan worksheet Sign up for Teaching Presentations DUE: Blackboard (Chapter 3 and/or entry slip) Perive unit plans/Class organization and behavior management strategies Assessment review (cratch cards/ rubrics) Content Literacy Health Content & Activities: Begin Wellness & Emotional Inventories; Name tents/self-esteem/ silent wind chime/acts of kindness DUE: Blackboard (Chapter 3/a and/or entry slip). Acts of Kindness DUE: Blackboard (Chapter 3 and/or entry slip) Web/Read/Activity Share:	Jan. 12	Coordinated School Health / CDC risk factors and connection to Idaho & National Health Standards Health content areas and District health curriculums (West Ada, Boise); Example of scope & sequence	
Readability and media literacy / CRAP - advertising / create a cereal box DUE: Blackboard (Chapter 5 and/or entry slip) Feb. 2 Vocabulary activities/Check for understanding-review activities continue Sign up for Teaching Presentations Bingo Quiz example (formative assessment) Unit plan worksheet DUE: Blackboard (Chapter 1 & 2 and/or entry slip- performance objectives/High yield strategies) Feb. 9 Review unit plans/Class organization and behavior management strategies Assessment review (scratch cards/ rubrics) Content Literacy Health Content & Activities: Begin Wellness & Emotional Inventories; Name tents/self-esteem/ silent wind chime/acts of kindness DUE: Unit Plan Worksheet Web/Read/Activity Share:	Jan. 19	Teaching Strategies Common Core State Standards – connection to teaching and learning and health standards DUE: Teaching strategies: present assigned topic	
Bingo Quiz example (formative assessment) Unit and lesson Planning & Assessment; Unit plan worksheet DUE: Blackboard (Chapter 1 & 2 and/or entry slip: performance objectives/High yield strategies) Feb. 9 Review unit plans/Class organization and behavior management strategies Assessment review (scratch cards/ rubrics) Content Literacy Health Content & Activities: Begin Wellness & Emotional Inventories; Name tents/self-esteem/silent wind chime/acts of Kindness DUE: Unit Plan Worksheet Web/Read/Activity Share: Feb. 16 Health Content & Activities: Continue Emotional/Social Health (cyber bullying) DUE: Blackboard (Chapter 3 and/or entry slip); Acts of Kindess Web/Read/Activity Share: Feb. 23 Health Content & Activities: Outinue Emotional/Social Health (cyber bullying) DUE: Blackboard (Chapter 6 and/or entry slip) Web/Read/Activity Share: Mar. 1 Health Content & Activities: Continue Nutrition; Physical Activity DUE: Blackboard (Chapter 7 and/or entry slip) Web/Read/Activity Share: DUE: Blackboard (Chapter 7 and/or entry slip) Web/Read/Activity Share: DUE: Blackboard (Chapter 7 and/or entry slip) Web/Read/Activity Share: DUE: Blackboard (Chapter 7 and/or entry slip) Web/Read/Activity Share: DUE: Blackboard (Chapter 8 and/or entry slip) Web/Read/Activity Share:	Jan. 26	Readability and media literacy / CRAAP - advertising / create a cereal box	
Assessment review (scratch cards/ rubrics) Content Literacy Health Content & Activities: Begin Wellness & Emotional Inventories; Name tents/self-esteem/ silent wind chime/acts of kindness DUE: Unit Plan Worksheet Web/Read/Activity Share:	Feb. 2	Bingo Quiz example (formative assessment) Unit and lesson Planning & Assessment; Unit plan worksheet	
DUE: Blackboard (Chapter 3/4 and/or entry slip); Acts of Kindess Web/Read/Activity Share: Feb. 23 Health Content & Activities: Nutrition; Physical Activity; SMART Goals DUE: Blackboard (Chapter 6 and/or entry slip) Web/Read/Activity Share: Mar. 1 Health Content & Activities: Continue Nutrition; Physical Activity DUE: Blackboard (Chapter 6 and/or entry slip) Web/Read/Activity Share: Mar. 8 Health Content & Activities: Alcohol, Tobacco, & Other Drugs; Decision- making DUE: RADAR Scavenger Hunt DUE: Blackboard (Chapter 7 and/or entry slip) Web/Read/Activity Share:	Feb. 9	Assessment review (scratch cards/ rubrics) Content Literacy Health Content & Activities: Begin Wellness & Emotional Inventories; Name tents/self-esteem/ silent wind chime/acts of kindness	
DUE: Blackboard (Chapter 6 and/or entry slip) Web/Read/Activity Share:	Feb. 16		
DUE: Blackboard (Chapter 6 and/or entry slip) Web/Read/Activity Share:	Feb. 23		
DUE: RADAR Scavenger Hunt Web/Read/Activity Share: DUE: Blackboard (Chapter7 and/or entry slip) Web/Read/Activity Share: Mar. 15 Health Content & Activities: Continue Alcohol, Tobacco, and Other Drugs DUE: Unit Plan: First 2-3 Lesson Plans and Ancillary Material/relevant assessments DUE: Unit Plan: First 2-3 Lesson Plans and Ancillary Material/relevant assessments DUE: Blackboard questions Web/Read/Activity Share: Mar. 22 Spring Break Mar. 23 Health Content & Activities: STIs & Communicable Diseases; Begin Family Life; Communication – Saying No & "I" statements DUE: Blackboard (Chapter 8 and/or entry slip) Web/Read/Activity Share: Apr. 5 NO CLASS – SHAPE America Convention Apr. 12 Health Content & Activities: Continue Family & Social Health (relationships; sexting) DUE: Unit Plan: Last 2-3 Lesson Plans and Ancillary Material & Assessments & Written Test Example DUE: Blackboard (Chapter 8 and/or entry slip) Web/Read/Activity Share: Apr. 19 Health Content & Activities: Injury / safety prevention DUE: Blackboard (Chapter 9 and/or entry slip) Web/Read/Activity Share: Apr. 26 DUE: Lesson Presentations: Apr. 26 DUE: Lesson Presentations:	Mar. 1		
Mar. 15 Health Content & Activities: Continue Alcohol, Tobacco, and Other Drugs DUE: Unit Plan: First 2-3 Lesson Plans and Ancillary Material/relevant assessments DUE: Blackboard questions Mar. 22 Spring Break Mar. 29 Health Content & Activities: STIs & Communicable Diseases; Begin Family Life; Communication – Saying No & "I" statements DUE: Blackboard (Chapter 8 and/or entry slip) Mpr. 5 NO CLASS – SHAPE America Convention Apr. 12 Health Content & Activities: Continue Family & Social Health (relationships; sexting) DUE: Unit Plan: Last 2-3 Lesson Plans and Ancillary Material & Assessments & Written Test Example DUE: Blackboard (Chapter 8 and/or entry slip) Web/Read/Activity Share:	Mar. 8	DUE: RADAR Scavenger Hunt	
Mar. 29 Health Content & Activities: STIs & Communicable Diseases; Begin Family Life; Communication – Saying No & "I" statements DUE: Blackboard (Chapter 8 and/or entry slip) Web/Read/Activity Share:	Mar. 15	DUE: Unit Plan: First 2-3 Lesson Plans and Ancillary Material/relevant assessments	
statements DUE: Blackboard (Chapter 8 and/or entry slip) Web/Read/Activity Share: Apr. 5 NO CLASS – SHAPE America Convention Apr. 12 Health Content & Activities: Continue Family & Social Health (relationships; sexting) DUE: Unit Plan: Last 2-3 Lesson Plans and Ancillary Material & Assessments & Written Test Example DUE: Blackboard (Chapter 8 and/or entry slip) Web/Read/Activity Share:	Mar. 22	Spring Break	
Apr. 5 NO CLASS – SHAPE America Convention Apr. 12 Health Content & Activities: Continue Family & Social Health (relationships; sexting) DUE: Unit Plan: Last 2-3 Lesson Plans and Ancillary Material & Assessments & Written Test Example DUE: Blackboard (Chapter 8 and/or entry slip) Apr. 19 Health Content & Activities: Injury / safety prevention DUE: Blackboard (Chapter 9 and/or entry slip) DUE: Blackboard (Chapter 9 and/or entry slip) DUE: Lesson Presentations:	Mar. 29	statements	
Apr. 12 Health Content & Activities: Continue Family & Social Health (relationships; sexting) DUE: Unit Plan: Last 2-3 Lesson Plans and Ancillary Material & Assessments & Written Test Example DUE: Blackboard (Chapter 8 and/or entry slip) Web/Read/Activity Share: Apr. 19 Health Content & Activities: Injury / safety prevention DUE: Blackboard (Chapter 9 and/or entry slip) DUE: Blackboard (Chapter 9 and/or entry slip) DUE: Lesson Presentations:	Apr 5		
Apr. 19 Health Content & Activities: Injury / safety prevention DUE: Blackboard (Chapter 9 and/or entry slip) DUE: Lesson Presentations: Apr. 26 DUE: Lesson Presentations:	Apr. 12	Health Content & Activities: Continue Family & Social Health (relationships; sexting) DUE: Unit Plan: Last 2-3 Lesson Plans and Ancillary Material & Assessments & Written Test Example	
Apr. 26 DUE: Lesson Presentations:	Apr. 19	Health Content & Activities: Injury / safety prevention DUE: Blackboard (Chapter 9 and/or entry slip)	
	Apr. 26		

GENERAL PSYCHOLOGY 101 Spring 2016 Dr. Pennie S. Seibert Department of Psychology, E617 pennieseibert@boisestate.edu

Office Hours: Tuesday 11-1:15 PM (modified on exam and writing days) and varied weekly in person and online times by appointment

REQUIRED TEXT: Exploring Psychology in Modules by David G. Myers SUPPLEMENTAL (NOT REQUIRED) MATERIALS: Dr. Seibert's Notes for Psyc101

COURSE DESCRIPTION

General Psychology 101 is an introduction to the subjects of Psychological Science. These topics include: History and Methods of Psychological Science; Neuroscience; Consciousness; Developing through the Life Span; Sensation and Perception; Learning; Memory; Thinking, Language and Intelligence; Motivation; Emotion; Behavioral Medicine (Health Psychology); Personality; Psychological Disorders; Therapy; and Social Psychology.

Moreover, this course is designed to meet the <u>University Disciplinary</u> <u>Lens in Social Sciences (DLS) Requirement, specifically, University</u> <u>Learning Objective (ULO) 11</u>: Apply knowledge and the methods of inquiry

characteristic of the social sciences to explain and evaluate human behavior and institutions will be addressed throughout the course.

The objectives of this course are to:

- Series Provide the framework for a basic understanding of psychological science
- Serve as a foundation for subsequent studies in psychological science and its applications
- ✤ Learn to evaluate material using scientific methodology
- Enhance knowledge and awareness of the unique contributions of diverse groups and their beliefs, values, knowledge, and experiences to the field of psychological science
- Encourage self-awareness of and insight into how culture affects behavior choices
- Seflect on *your* cultural background and its implications
- Solution Develop the ability to work with diverse individuals and groups

These objectives will be addressed through lectures, videos, readings, discussion, exams, in-class projects, and writing assignments.

CLASS TIME

Will be spent covering selected material from the text, but will primarily serve to supplement the text. **Students need to read the text outside of class**. Class time will include lectures, discussions, videos, experiential learning in
the form of in-class projects, and exams. Students are responsible for <u>all</u> of the material in the text regardless of whether the topics are addressed during formal class meetings. Students who read the appropriate materials prior to the time scheduled for classroom discussion of the topic will find the class lectures, videos, and projects more meaningful as well as easier to understand and remember. It is important to understand that the text will serve as only one source of information for this course. Additional material that is not addressed in the text will be presented in class. Thus, class attendance is essential for successful course completion.

Given the size of introductory classes, you will need to be particularly aware of several considerations. Attendance is not taken. If you wish to talk, read, or whatever...do it some place other than the classroom. Only attend class if you want to listen quietly. Even a little noise disrupts the class experience for others. Be considerate of fellow classmates who attend class to learn and value the process. It is your responsibility to help control the class--after all it is *your* class, and *your experience*. You have the ability to make it a good one.

In the interest of safety and providing the best classroom experience for all students, Dr. Seibert does not allow students to arrive late or leave early. It is important to understand that this is not a "drop by" course experience. You are expected to arrive on time and remain for the entire class session.

Laptops are allowed in the upper stage right five rows ONLY.

VIDEOS

Videos will be displayed in class to expand and enrich information.- Questions regarding information in the videos will appear on exams. These videos are only available when shown in class. If you do not attend class on days videos are being displayed, there is no way to watch it outside of class.

TEACHING ASSISTANTS (TAs)

TAs are available most days (see schedule) for tutoring individuals and groups, exam study sessions, grade checks, and other special student needs. **Grades may be checked only during office hours as we do not give grades over the telephone or by e-mail.** You do not need an appointment to meet with TAs, simply visit during their regularly scheduled office hours. TAs cannot be reached by telephone nor are they available outside of their regularly scheduled office hours. Additionally, TAs **cannot** change grades or points earned without direct permission from Dr. Seibert. Any such requests or concerns must be addressed with Dr. Seibert. You are strongly encouraged to meet with the TAs regularly. TAs do not hold office hours during finals week.

COORDINATORS

Coordinators manage TA activities. They do not attend class, but they are

very familiar with course material and requirements. Coordinators also hold office hours (see TA schedule) for questions, grade checks, and other needs. Unlike TAs, coordinators are available by email (see TA schedule) for questions about the course, assignment requirements, or any other concerns.

CONTACTING DR. SEIBERT

Email is the fastest and preferred way to reach Dr. Seibert. If you email, be sure to write Psyc 101 on the subject line so your message won't end up in Dr. Seibert's junk mail. If you have sent an email to Dr. Seibert and she has not responded within two days, please resend the message.

TASK	POINTS
Four exams	115
Video-article project	6
DL Assessment	5
8 Journal Entries	16
Outside Class Activity	10
Four Reading/Writing Summary Papers	8
Three In-Class Projects	9
Course Overview	1
Total	170

EVALUATION

FINAL GRADES: (A \rightarrow 153 and above; B \rightarrow 152-136; C \rightarrow 135-119; D \rightarrow 118-102 F \rightarrow 101 and below). There will be **NO** grading on a curve and no rounding up.

EXAMS (115 points):

All are multiple choice (see date list for times and points). Exams will be taken at the scheduled time and will occur in the classroom. Make up exams are allowed only upon presentation of a written excuse from a physician verifying illness at the time of the exam or with a written excuse from an approved university official verifying an authorized university-required absence. These excuses need to be approved by Dr. Seibert. THESE MAKE UP EXAMS MUST BE COMPLETED WITHIN ONE WEEK OF THE ORIGINAL EXAM DATE OR YOU WILL RECEIVE A ZERO. Approved make-up exams may be taken in the TA office during scheduled office hours (see TA Schedule). The final exam **must** be taken on the date listed by the University for all classes scheduled at this time. Leaving the University before the scheduled final because of travel arrangements is not a valid excuse for missing the final.

DISCIPLINARY LENS (DL) IN SOCIAL SCIENCES ASSESSMENT (5 points):

The Disciplinary Lens Assessment has been designed to measure your

competency with the material presented in this course along with the objectives of the Disciplinary Lens. Instructions for completing this assessment will be provided in class.

<u>Use the following criteria for all assignments see specific assignment requirements</u> for further details about assignment requirements.

REQUIREMENTS FOR <u>ALL ASSIGNMENTS</u>

A cover page is required for all assignments. Cover page requirements are as followed:

- ✓ Use 12 point, Times New Roman font.
- Double spaced. (No extra spaces between chapter title and paragraphs)
- ✓ 1 inch margins on sides and 1 inch margins on top & bottom.
- ✓ A typed cover page will include your name, student number, course name and section number, assignment name and due date. Do not repeat ANY of this information on following pages.
- ✓ A sample cover page is located on the last page of the syllabus. Follow the formatting as well as specified information exactly.

A Full Page – This is a minimum of 23 lines of text typed all the way to the bottom of the page. Text is your written expression not your name, section, topics etc. Submit a paper copy. <u>**E-mailed copies will not be accepted**</u>.

LATE WORK

Dr. Seibert does not accept late assignments. The ONLY exception is illness verified by official documentation from a physician. In all other cases, assignments must be submitted before the due date if absence occurs on the due date. Also, it is essential to note that assignments must be completed precisely as outlined (e.g., full pages, COUNT THE NUMBER OF LINES OF TEXT REQUIRED, submit hard copy not email, etc.) to receive credit.

EARLY REVIEW

Dr. Seibert is always willing to provide an early review of in-progress papers and journal entries to make sure you are completing the assignment appropriately. This will afford an opportunity to correct errors and help ensure you will receive full credit. To take advantage of this opportunity, you need to submit your materials <u>at least 7 days before the due date</u>.

JOURNALS (16 points, 8 pages, 2 points each):

You will type a minimum of one **<u>full page</u>** applying something from each topic area to your life experience, perspective, opinion, idea, etc. In other words this is not an outline of the material. Topic listings, and/or bullet

points will not receive credit. Instead, it is YOUR reaction to something about the material. <u>Only complete typed pages with thoughtful</u> <u>applications of the subject material will receive credit.</u>

Submission #1 (3 pages): Write one full page for each of the following topics: #1 Psychological Science (Mod 1,2) #2 Biology of Behavior-Neuroscience (Mod 3,4,5) ; #3 Sensation and Perception (Mod 15,16,17). These 3 full pages are due on February 2, 2016.

Submission #2 (2 pages): Write one full page for the following topics: #1 Social Psychology (Mod 36,37,38); #2 Memory & Cognition (Mod 21,22,23,24) These two full pages are due on March 8, 2016.

Submission #3 (3 pages): Write one full page for each of the following topics: #1 Development (Mod 9, 10, 11, 12); #2 Learning (Mod 18,19,20). #3 Consciousness (Mod 7,8,) These 3 full pages are due on April 5, 2016.

Requirements:

- ✓ Minimum of one <u>FULL</u> page type all the way to the bottom of the page. This is a minimum of 23 lines of text. Text is your written expression not your name, section, topics etc.
- ✓ Use 12 point, Times New Roman font.
- ✓ Double spaced. (No extra spaces between chapter title and paragraphs)
- \checkmark 1 inch margins on sides and 1 inch margins on top & bottom.
- ✓ A typed cover page is required. Only one cover page per group of assignments submitted on the due date is needed not per individual journal entry.
- ✓ An example of a proper reflection is located at the end of the syllabus see Sample Reflection and Summary.
- ✓ Topic names should be on each journal entry in 12 point Times New Roman font, no larger.
- ✓ Note: all the topics may not be covered in class before the due date, so you will need to read ahead.

The journals are due on or before <u>the beginning of class.</u> Please staple your assignments.

READING/WRITING SUMMARY PAPERS (16 points, 4 pages, 4 points each)

- ✓ Read the designated modules pertaining to four topics:
 - #1) Gender & Sexuality (Mod 13,14). This page is due February 16, 2016.
 - #2) Language, & Intelligence (Mod 25,26,27). This page is due February 25, 2016.
 - #3) Motivation & Emotion (Mod 28,29,30,31). This page is due March 29, 2016.
 - #4) Stress, Health & Human Flourishing (Mod 32,33). This page is due April 19, 2016.

✓ Write one full page summarizing the information presented for each topic. In essence, you will be preparing an executive summary of the material you read. This means that you are reducing the entire topic into key sentences that will result in a minimum of 23 lines of text per section of material in paragraph format. <u>This IS NOT a listing of headings or bullet</u> <u>points</u>. Instead, you are creating sentences in your own words to capture the essentials from the entire topic.

Requirements:

- Minimum one <u>FULL</u> page per section of material (total of four pages) type all the way to the bottom of the page. For each page there is a minimum of 23 lines of text. Text is your written expression not your name, etc.
- ✓ Use 12 point, Times New Roman font.
- ✓ Double spaced. (No extra spaces between section title and paragraphs)
- \checkmark 1 inch margins on sides and 1 inch margins on top & bottom.
- ✓ A typed cover page is required. Only one cover page per group of assignments submitted on the due date is needed not per individual journal entry.
- ✓ These papers are due the class following the class period devoted to this subject matter. (See proposed scheduled of events.)
- ✓ An example of a proper summary is located at the end of the syllabus see Video/Article #5.
- ✓ There is no formal class held on reading/writing days. This is a work on your own, outside of class assignment.
- ✓ The reading/writing summaries are due on or before the beginning of class. Please staple your assignments.

ONE PAGE COURSE OVERVIEW (1 point):

Write a one-page overview of the class. This overview is a one-page, double spaced summary of what you liked and found useful about the way this class was conducted—things you believe Dr. Seibert should continue doing in future classes. It also includes what you did not find useful with suggestions to modify for the benefit of future students. Finally, write three things you learned in this course that changed the ideas about psychology you had when you began this course. The one page overview is due <u>on or before</u> **April 26th, 2016.** You don't need a cover page for this; simply include your name at the top of the page.

VIDEO/ARTICLE PROJECT (6 points, 3 pages, points each)

✓ View/Read:

<u>1)http://www.scientificamerican.com/article/a-learning-secret-don-t-take-notes-with-a-laptop/</u>

2)<u>http://www.ted.com/talks/angela_lee_duckworth_the_key_to_succe</u> ss_grit

3)<u>http://www.ted.com/talks/e_o_wilson_advice_to_young_scientists</u>

- ✓ Write a ½ page summary and ½ page of your reactions for each of the videos and the article. You will have 3 total pages (23 lines per page) minimum for the videos and article.
- Minimum one <u>FULL</u> page per video/article (total of three pages) minimum – type all the way to the bottom of the page. For each page there is a minimum of 23 full lines of text. Text is your written expression <u>NOT</u> your name, etc.
- ✓ Use 12 point, Times New Roman font.
- ✓ Double spaced. (No extra spaces between section title and paragraphs)
- \checkmark 1 inch margins on sides and 1 inch margins on top & bottom.
- ✓ A typed cover page is required.
- ✓ An example of a ½ page summary ½ page reaction is located at the end of the syllabus see Video/Article #5.
- ✓ There is no formal class held on the videos/article. This is a work on your own, outside of class assignment.
- ✓ These 3 pages are due on January 21, 2016.

IN-CLASS PROJECTS (9 points):

There will be three in-class projects (3 points each), a total of 9 points over the semester. These projects will occur on the dates listed on the schedule. The ONLY way to earn these points is to participate during the class times in which they are offered. There will be no makeup times. You will hear more about in-class projects during class times. Points for missing an in-class project may be awarded upon presentation of a written excuse from a physician verifying illness at the time of the project or with a written excuse from an approved university official verifying an authorized universityrequired absence.

OUTSIDE CLASS ACTIVITY (10 points):

Each student will engage in an outside of class activity designed to supplement the course material. Designated times will be provided to facilitate these activities (note schedule below). The option selected is graded in an all or none fashion (either earn 10 points for successfully completing one of the options or 0 points if the selected option is not completed as required and specified below). No partial credit will be given. <u>CHOOSE **ONLY ONE** OF THE FOLLOWING OPTIONS</u>:

 Option 1: Enter the following hyperlink into your internet browser to watch the video "Inside the Mind of a Rampage Killer":

http://www.pbs.org/wgbh/nova/body/mind-rampage-killer.html

Requirements:

- ✓ Watch the full video, and choose <u>five</u> of the questions below to respond to in essay form. Each question must be explored and discussed thoughtfully for a minimum of one page per question (totaling 5 pages of essay responses). You may use examples and information from the text, lecture material, and your own prior experience to formulate essay responses. Answering more than five questions will **not** result in extra credit.
- ✓ In order to receive full credit, you must write a minimum of five <u>FULL</u> pages (minimum of 23 lines of text per video question). Pages must be formatted in 12 point Times New Roman font and doublespaced.
- In addition to the five pages of content, you must include a cover page.
- \checkmark Use 1 inch margins on sides and 1 inch margins on top & bottom.
- ✓ This must be in paper copy; e-mailed copies will NOT be accepted.

Video Questions:

- 1. Discuss nature vs. nurture: what trends are we seeing in violent outburst behaviors? Do you think one has a stronger impact on outcomes? Why or why not?
- 2. What are some of the environmental factors that have been related to changes in brain activity/chemistry? Discuss how these changes occur at different stages of one's lifespan (e.g. childhood, adolescence).
- 3. What are some potential ideas for combating this problem? Discuss the role parents and schools must play for screening adolescents for depression/violent acts. How can violent acts in schools be best prevented?
- 4. Greg Van Rybroek, the psychologist at Mendota Juvenile Treatment Center, stated that rather than being "soft on crime," they are being "smart on people". What is your opinion on the efficacy of the correctional/mental health facility that was explored in the video?
- 5. The video discusses the need for power in many violent individuals. Do you believe the media plays an influential role on this need, and the actions that follow? Why or why not?
- 6. Discuss the relevant parts of the brain that affect violent behavior. Which do believe is the most influential, and how would you suggest to best nurture it?
- 7. Choose and research a recent violent act that has occurred. How do the concepts discussed in the video possibly explain the individual's actions?

- 8. Do you believe science will soon have the ability to predict mass murderers? How would these predictions influence the power of free will, and the belief of "innocent until proven guilty"?
- 9. Paul Frick stated in the video that there are no "lost causes." After an individual commits a violent act, can the individual be rehabilitated? Do you believe there is a line drawn between murder and other less severe violent acts?

O Option 2: Participate In Experiments Conducted By The Department Of

Psychology. If you choose to participate in experiments, refer to <u>http://bsuresearch.sona-systems.com/</u>. You will need to follow these instructions precisely as indicated. If you choose to participate in experiments, it is best to sign up early in the semester, as there may not be enough opportunities later in the semester. **To fulfill this requirement you must successfully participate in 5 credits.** The number of credits per experiment is listed with the experiment sign up. If you sign up for an experiment, you must realize this is a very serious appointment. If you wish to cancel your appointment you must do so as indicated in the instructions. Do not call Dr. Seibert to cancel. She does not manage the experimental sign ups. It is your responsibility to keep track of your participation. Once you have completed this assignment and have earned the necessary credits, print a hard copy to verify your experiment participation. Give this hard copy to Dr. Seibert or one of the TA's and keep a copy for your records.

ACADEMIC DISHONESTY:

If you are caught engaging in academic dishonesty you will receive a zero for the work, a report will be filed with the Office of the Dean of Students, and any other measures deemed appropriate. Refer to http://deanofstudents.boisestate.edu/ regarding the range of activities that constitute dishonesty.

DISABILITY STATEMENT:

Students with disabilities needing accommodations to fully participate in this class should contact the Disability Resource Center (DRC). All accommodations must be approved through the DRC prior to being implemented. To learn more about the accommodation process, visit the **DRC's website at** <u>http://drc.boisestate.edu/new-drc-students/</u>. If you have accommodations approved by the Disability Resource Center, meet with Dr. Seibert during her office hours to discuss necessary accommodations.

THE PROPOSED SCHEDULE

DATE		
DATE	TOPICS & EVENTS	ASSIGNMENTS DUE
Jan 12	Intro; Psychological Science (Mod 1,2)	
Jan 14	In-Class Project #1	
Jan 19	Video/Article Project:	⇔ no formal class
Jan 21	Neuroscience (Biology of Behavior) (Mod 3,4,5)	☑ Video/Article
Jan 26	Neuroscience continued	
Jan 28	Sensation & Perception (Mod 15,16,17)	
Feb 2	exam preparation	
Feb 4	EXAM 1 (Syl; Intro; Psyc Science;	☑ Journal Submission #1
	Neuroscience, video/article project;	
	Sensation & Perception) \rightarrow 30 points	
Feb 9	Consciousness (Mod 6,7,8)	
Feb 11	Reading/Writing assignment#1:	⇔ no formal class
	Gender & Sexuality (Mod 13,14)	
Feb 16	Social Psychology (Mod 36,37,38)	☑ Reading/Writing #1
Feb 18	Social Psychology continued	
Feb 23	Reading/Writing assignment #2:	⇔ no formal class
TED 23	Language & Intelligence (Mod, 25, 26, 27)	
Fob 2E		Dending/Writing #2
Feb 25	Memory & Cognition (Mod 21,22,23,24)	☑ Reading/Writing #2
Mar 1	Memory & Cognition continued	
Mar 3	exam preparation	
Mar 8	EXAM 2 (Consc; Gen/Sex; SocPsyc;	☑ Journal Submission #2
	Lang/Intel; Mem/Cog)→35 points	
Mar 10	Development (Mod 9,10,11,12)	
Mar 15	Development continued	
Mar 17	Reading/Writing assignment #3: Motivation & Emotion (Mod 28,29,30,31)	⇔ no formal class
Mar 21-27	Spring Break	⇔ no class Spring Break
Mar 29	Learning (Mod 18,19,20)	☑ Reading/Writing #3
Mar 31	In-Class project #2: Learning	🗹 Rampage Killer
Apr 5	EXAM 3 (Dev; Mo/Em; Lrng)→20 points	☑ Journal Submission #3
Apr 7	Personality (Mod 34,35)	
Apr 12	Personality continued	
Apr 14	Reading/Writing assignment #4:	⇔ no formal class
	Stress, Health & Hum Flourish (Mod 32,33)	
Apr 19	Psychological Disorders (Mod 39,40,41)	☑ Reading/Writing #4
Apr 21	Psychological Disorders continued	
Apr 26	Therapy (Mod 42,43) In-Class Project #3	☑ Course Overview
Apr 28	exam preparation	☑ Disc Lens Survey
May 5 12:30	FINAL EXAM (Pers; Str/Hlth; Psyc Disorders; Therapy → 30 points	

Tips and Tricks for P101 (developed by students to help other students)

- **1. Read the syllabus!** This syllabus is vital to success in the course. It contains information detailing each assignment, instructions and contact information for your TAs/coordinators/instructor, a schedule for the entirety of the semester, corresponding due dates, and much more. Any questions regarding what is expected of students and how class is ran/organized can be found in the syllabus.
- 2. Read the textbook! Dr. Seibert carefully chooses the textbook to supplement her lectures. There is material in the textbook that Dr. Seibert cannot fit into her lecture for time, or material she believes is covered sufficiently in the textbook. You may get tested on this material! Furthermore, reading the textbook gives you another way to learn the material, and reinforces what is taught in lecture. We would recommend reading the assigned modules before each lecture, so you have familiarity with the material before Dr. Seibert lectures.
- **3. Attend class!** Not only is this a very effective way for you to absorb the material, and learn what Dr. Seibert finds most important, it also ensures that you are in attendance for any potential pop quizzes and class projects. Furthermore, any videos that are shown inside of class cannot be viewed outside of the scheduled viewing, so attending class is your only chance to see any of the videos Dr. Seibert selects to reinforce textbook/lecture information.
- **4. Pay attention!** While it is beneficial to attend class, you must also actively listen during lecture in order for you to learn the material.
- **5. Study!** This is the best way to be prepared for exams. There is a multitude of ways to study the material, from study groups to flashcards to teaching the material to a friend or family member. We strongly encourage you to study throughout the semester, and to not wait until the night before an exam. It is well-known that "cramming" is not an effective way to study.
- 6. Visit the TAS! They can assist you in many ways; they can help with assignment requirements, review any completed assignments and give suggestions for improvement, tutor you on any concepts you find confusing from lecture or the textbook, and can give you additional ideas to study the material for exams.

Sample Cover Page



Sample Reflection

and Summary

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Brain injury: quality of life's greatest challenge, by Dr. Pennie Seibert, investigates
elements that may compromise an individual's quality of life (QoL) after a traumatic brain injury
(TBI). In order to identify patient and family satisfaction with treatment relevant to QoL, the
author created, tested, and administered two forms (patient; family) of a 35-question interview.
A total of 33 participants in a longitudinal study (14 women, 19 men) and 33 associated family
members. Men associated ratings of QoL with numerous variables, while women's responses
revealed no significant relationships shared by QoL and other variables. Women reported poorer
QoL than did men. Older patients reported a better QoL than did younger patients. Families
emphasized the family relationship, emotional control, and ability to concentrate when
considering overall QoL. Patients did not. The majority of patients and families expressed
satisfaction with decisions made about acute treatment. QoL research is essential to illuminate
best practice models.

I found it particularly interesting that 79% of men claimed to have a better quality of life post-traumatic brain injury whereas 69% of women reported a decline in quality of life post-TBI. Why is this? Does it really have to do with cultural expectations? How could anyone think that their life is better after having a TBI? The article did mention that TBI has a dramatic impact on QoL which may lead to relationship stress. I was surprised to see that 71% of participants reported relationship troubles. I guess I wouldn't expect that number to be so high. It probably depends on the severity of injury, recovery time, and the relationship prior to the injury. It doesn't surprise me however, to hear that families focused on the need for more information on how to deal with a loved one that has a TBI. Most people aren't brain experts and it would be hard to know how to handle drastic personality changes. I know a little bit about the brain and by a little bit I mean barely anything at all!

> 1 inch margin

Example of a Reflection

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Does Not count of a line of fext

11 lines of lext

Example of a Summary

1 Insir margin

Dr. Seibert's Psychology 101 Spring 2016 Student Contract: Student Copy

I am a student in Dr. Seibert's Psyc101 class. I have been provided with a copy of the syllabus for this course. I have read the syllabus and understand the course requirements.

- 1. I agree that I will not arrive late or leave class early. I understand that this is not a "drop by" course. I am required to arrive on time and remain for the entire class session. Laptops are allowed in the upper stage right five rows ONLY.
- 2. I understand I am required to take the final exam when it is scheduled for all students enrolled in courses at this time regardless of whether I want to leave BSU before finals week. I understand all exams must be taken at the scheduled times. The only excuse for missing an exam is illness verified by a physician's note or a required BSU function accompanied by official BSU notification. If excused, exams must be completed within one week of the scheduled exam time.
- 3. I understand that Dr. Seibert does not accept late assignments. The ONLY exception is illness verified by official documentation from a physician. In all other cases, assignments must be submitted before the due date if absence occurs on the due date. I also understand that assignments must be completed precisely as outlined (e.g., full pages, COUNT THE NUMBER OF LINES OF TEXT REQUIRED, submit hard copy not email, etc.) to receive credit.
- 4. I understand that in fairness to all students in the course, Dr. Seibert will abide by the criteria listed in the syllabus. Thus, there will be no "special consideration" granted for one student that is not granted for all students.
- 5. I understand the syllabus is a contract of agreement concerning the instructions and conditions of this course. I will keep the syllabus for constant reference to ensure successful course completion.

Signature:	Date:
Printed Name:	
Student #:	
Telephone or e-mail:	

Dr. Seibert's Psychology 101 Spring 2016 Student Contract: Dr. Seibert's Copy

I am a student in Dr. Seibert's Psyc101 class. I have been provided with a copy of the syllabus for this course. I have read the syllabus and understand the course requirements.

- I agree that I will not arrive late or leave class early. I understand that this is not a "drop by" course. I am required to arrive on time and remain for the entire class session. <u>Laptops are allowed in the upper stage right five</u> rows ONLY.
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- 5) I understand the syllabus is a contract of agreement concerning the instructions and conditions of this course. I will keep the syllabus for constant reference to ensure successful course completion.

Signature:	Date:
Printed Name:	
Student #:	
Telephone or e-mail:	

Psychology 271: Human Relationships Fall 2015- Section 001 8-Week Hybrid Course TR from 4:30 to 5:45 pm Location Boise State University

Professor

Name: Kimberly Hardy, Ph.D. Office: 623 Education Building Email: kimhardy@boisestate.edu Office Hours: Tuesdays and Thursdays from 9:30-10:30am, and by appointment.

Teaching Assistants

Name: Stephanie Boman Location: Albertson's Library Email: stephanieboman@u.boisestate.edu Office Hours: Mondays from 12:15-1:15pm Student Email Contacts: Last names A through K.

Name: Norma Martinez Location: Albertson's Library, First Floor Email: normamartinez1@u.boisestate.edu Office Hours: Tuesdays from 2-3pm Student Email Contacts: Last names L through Z.

Email Policy

When emailing a TA, please contact the TA who is assigned to your last name. You should email a TA if you have questions about the syllabus, content discussed in class, or assignments. You should email me if you have any personal questions or questions that extend beyond what was discussed in class. If you have a question about your grade on an assignment, please contact your TA first. If the issue is still not resolved, you are welcome to contact me. If you have an issue with your exam, please contact me. Please be courteous and respectful when emailing myself or the TAs. We will do the same.

Course Roles

I view my responsibilities as your instructor to be to:

- *Clearly articulate accurate and appropriate information about the psychology of interpersonal relationships.
- *Teach how to interpret and apply research in real life.

*Help you succeed in mastering the material in this class.

*Give you adequate and timely feedback about your progress in this course.

Your role as a student is to:

- *Arrange your schedule so you can come to class regularly and to take your exams in the testing center
- *Keep up with assignments, online lessons, and readings.
- *Learn from your fellow classmates as well as from lecture and the text.
- *Be engaged when you come to class.
- *Ask for help when you need it.

Course Resources

Required Text: Miller, R. S. (2012). *Intimate Relationships* (6th edition). New York, NY: McGraw-Hill.

You will also need a clicker for this course.

Course Reading

I expect that you will have read the assigned readings and viewed the assigned PowerPoints prior to the day they will be covered in lecture. Lectures will be tailored assuming that you have read the material and viewed the PPTs and will include material not covered in the text. Exam questions will come from the text, PPTs, and lecture. Anything discussed in the classroom may appear on the exam.

Course Description

In this course, you will learn about the dynamics of close relationships from a variety of psychological perspectives. Topics covered include sexuality development, sexual behavior, initial attraction, dating patterns, long-term relationships, familial relationships, intimacy and communication, domestic violence, relationship development, and relationship dissolution.

It is your job to be familiar with content covered in PSYC 101. If you need a refresher, please refer to your general psychology textbook or you may discuss content during office hours. Neither myself nor the TAs will answer PSYC 101 questions via email.

Additionally, this course has an **optional** service-learning component that is designed to help students learn about how experiences with relationships in the real world compare to what we learn in class. This experience will also foster a sense of empathy for people who deal with negative relationship experiences as well as reduce stereotypes about people who have experienced or have the potential to experience abusive relationships. There are two lab sections for this option, each worth one credit. One section will be offered over the course of the regular semester (PSYC 271SL-001) and one will be offered during the 8-week session (PSYC 271SL-002). Both labs will cover the same materials and will have the same course requirements; the only difference is how much time you will have to complete your service learning requirements. Although you are not required to participate in either lab section, I strongly encourage you to do so as it will help you apply the course material to the real world.

"Service-Learning is a teaching strategy that integrates course content with relevant community service. Through assignments and class discussions, students critically reflect on the service in order to increase their understanding of course content, gain a broader appreciation of the discipline, and enhance their sense of civic responsibility." – *Adapted from the National and Community Service Trust Act*

Course Goals

- *To teach you about the different theories of interpersonal relationships, including relationship formation, maintenance, and dissolution.
- *To foster an interest in the psychology of interpersonal relationships.
- *To reduce misconceptions about people who have experienced abusive relationships.
- *Foster a sense of empathy for individuals with varying relationship experiences.
- *To learn about the current state of relationship research.

Long-Term Course Objectives: What I hope you take away from the class after the course is over

*Apply content from this course to help navigate real life interactions with others.

*Utilize knowledge from this course to develop and maintain healthy relationships in the future. *Recognize if you are in a relationship that is not healthy and use the tools learned in class to either help improve the relationship or to help you successfully dissolve the relationship.

How to Succeed

Every one of you has the ability to get an A in this class. Here is how I recommend you prepare:

- *Read the assignments before class this will help you gain basic knowledge before
- class and you will be better prepared to ask questions in class if something is unclear.
- *Don't cram at the last minute. Try to spend some time each day reviewing.
- * Keep up with assignments.
- *Ask questions! I would love to answer any questions you have, either in class or during office hours. There is no such thing as a stupid question, and chances are that someone else has the same question, so be brave and ask.

Grading Scale

A + = 98% and above	B- = 80.00% to $81.9999%$	D+ = 68.00% to 69.9999%
A = 92.00% to $97.9999%$	C+ = 78.00% to 79.9999%	D = 62.00% to $67.9999%$
A-= 90.00% to 91.9999%	C = 72.00% to $77.9999%$	D- = 60.00% to $61.9999%$
B+ = 88.00% to 89.9999%	C- = 70.00% to $71.9999%$	F = Below 60.00%
B = 82.00% to $87.9999%$		

Please note that I will not "round-up" if you are between grades. I offer extra credit in this course, so if you are worried about barely missing a grade, make sure to do the extra credit assignments. If you do all of the extra credit and are just short of a grade, my justification is that you would not have been so close to the next grade without the extra credit. If you did not do the extra credit and are between grades, you should have taken advantage of this opportunity.

Grades	Points		Approximate Percentage	
Take Home Quest	30		4 %	
Exam 1	100		14%	
Exam 2	100		14%	
Exam 3	100		14%	
Attendance/Participation	100		14%	
Perceptions of Relationships Reflections				
Initial Perceptions	10		1%	
Change in Perceptions	20		3%	
Relationship Psychology in the Media Papers	50		7%	
Learning from Service Learners Reflection 25			4%	
Group Case Study Assignments				
Case Study Character Creation		25	4%	
Group Case Study Assignments		100	14%	
Completing the Group Project Case Studi	es Team	20	3%	
Evaluation Case Study Evaluation from Peers		20	3%	

Total Points Possible = 700

Take Home Quest

The Take Home Quest will only cover Chapters 1 and 2. The quest will be open note and open book, but you will **NOT** be able to use each other as resources. The purpose of the quest is to help you get used to my testing style as well as help you digest some of the more complicated topics related to dyadic data research methods.

Exams

There will be 3 exams for this class. The exams are **NOT** cumulative and are each worth 100 points. The exams will include different types of questions which will include multiple choice and short answer questions. Exam material will include definitions and concepts taken from both in-class material, online lecture, and from the text book. All videos and activities in class could potentially be on the exam, so it is to your benefit to attend class.

Testing Center

All unit exams will be taken in the testing center. You must schedule an exam on the Information Technology Website at

https://atapps.boisestate.edu/elearning/testinglab/student/scheduler/default.asp . You will have several days to take the exam. To succeed on the exam, read all materials before lecture, actively take notes during lecture, and engage in the classroom activities in addition to studying for the exam. Because you have several days to take the exam I have a **NO MAKE-UP POLICY.** Although students may finish the exam earlier, you will be allowed 2 hours for the exam in the

testing center. It is your responsibility to make sure you schedule enough time to take the exam in the testing center

Participation

Clickers are required for this class. You will be responsible for using your clickers to answer questions during the class period. A response to each "opinion question" is worth 2 participation points. In order to receive 2 points for a "test your knowledge" question, you must answer the question correctly. In order to receive the maximum number of participation points, you must answer at least 100 questions (think of it more along the lines of needing to acquire 100 points). If you answer more questions than that, you can receive a half point of extra credit for each additional response, up to a maximum of 5 points. Additionally, I have the right to double the amount of class participation on any given day if class attendance is low.

Participation will be calculated at the end of the semester. If you are curious about your participation score, keep a personal tally every time you answer a clicker question correctly or answer an opinion question.

If you do not bring your clicker to class, you will not be able to receive participation points for the clicker questions. The ONLY exception is for the first day of class.

If your clicker does not register or you do not buzz in on time, you will not receive a participation point for that question.

I will not calculate your participation grade prior to the end of the semester, so do not even ask. Asking me to calculate your participation will result in a zero for the Syllabus Knowledge Extra Credit (see below).

If you miss class due to absence, you will not be able to make up participation points. If you miss class due to an excused absence, I require documentation for the absence before I will take it into account. In terms of calculating participation points for people who provide evidence for an excused absence, I take the total number of points possible for the class, and subtract the amount of points missed that were excused. If the value is less than 100, their participation score is a percentage out of this new number. So for example, if you missed 20 points for an excused absence, but there are 180 possible 180-20=160, which is still well over 100 needed for a perfect score. However, if you were gone for a longer period of time and missed 90 points, I would subtract 180-90 = 90, and then calculate the percentage. For example, if you earned 80/90 points possible, you participation would be 88.89/100 instead of 80/100.

Also note that if you are on the original class roster and do not attend the first week of classes, you will be dropped from the course. If you are not present for the first day, I will assume this is not a high priority course for you. If you have an emergency where this is not feasible, please talk to me as soon as possible.

Perceptions of Relationships Reflections

This semester, you will write two short reflections on your perceptions of romantic relationships. You will write a short 1-2 page paper on how you perceive romantic relationships prior to learning a majority of the content in this course. Toward the end of the semester, you will reflect on your initial perceptions and discuss whether or not they changed and why. Please note that if you do not turn in the initial assignment, it will be very difficult for you to do well on the second part, so it is to your advantage to turn in the first assignment.

Also, you have the option of turning in the first part of this assignment by 4:30pm on **Friday**, **October 2nd** for the opportunity to receive feedback and for a chance to revise and resubmit your work by the regular due date.

Relationship Psychology in the Media Papers

Over the course of the semester, you will need to write two short papers on how you observe at least one concept from class on relationship psychology in the media. You may choose a character/couple from a TV show or movie, a news story, a depiction in a fiction or non-fiction novel, etc. More details will be available on the rubric. There will be three opportunities for you to turn in this assignment (1 paper per unit), but you only need to turn in 2 papers. If you turn in all three assignments, only your top 2 papers will count toward your grade.

Learning from Service Learners Reflection

Some students in PSYC 271 will elect to participate in an optional service learning lab. Students who opt into this lab will be required to put together a presentation, which will be made available to the entire class on Blackboard. Students who do not participate in the SL lab will answer reflection questions on what they learned about relationship psychology through their classmates' presentations. Additionally, students who are enrolled in an SL lab option will need to complete a reflection on what they gained by developing a presentation for their classmates as well as on viewing their classmates' presentations.

Group Case Studies

This semester, you will be divided into groups of 4-5 students. Over the course of the semester, you will need to work with your group to the material in class using characters that you create. There will be three parts to this assignment. First, you will develop a character that you will use throughout the course to answer questions related to material discussed in class. You will want to create a detailed character so that you will be able to use it to address multiple topics. Each person in class will create his or her own character before being assigned to groups.

You are welcome to turn in this assignment by **4:30pm on Friday, October 2nd** if you would like the opportunity to receive feedback and have a chance to revise and resubmit your character creation by the regular due date.

Next, you will need to use these characters in your group to reflect on the topics covered each week in class by fitting them into a different scenario. You will have the last 20-30 minutes of

class on most days (see schedule) to work on this assignment with your group, and the assignment will be due on Blackboard by the start of the next class at 4:30pm. You only need to turn in one assignment per group. You are welcome to use your book and notes for these assignments. Only your top 10 Case Study assignments (outside of the character creation) will count toward your grade. If you do 11, the next highest score will count as extra credit.

Finally, at the end of the semester, you will need to evaluate your group members on their contribution to the group. You will receive a grade both for completing this assignment as well as on your ability to be a team player based on your group members' ratings of you.

Extra Credit

Several opportunities for extra credit will be presented throughout the semester.

Revise and Resubmit Policy

Although the class does not officially start until October 20th, you may benefit from turning in the Initial Relationship Reflection and the Career Creation assignments early. If you turn in your assignments to Blackboard by 4:30pm on **Friday**, **October 2nd**, you will receive a tentative grade with feedback from your teaching assistants by the time the class officially starts. If you are not happy with your grade, you can turn in a revised version of the assignment by the official due date of the assignment, which will replace your original score. Please note you have one attempt to resubmit and that grades will be returned to you by the date listed on the due date lists.

Classroom Atmosphere

Please be respectful of your fellow students and of me. Food and drinks are welcome in the classroom as long as they are quiet foods (i.e. fruit snacks are okay, but an apple is not). Also, please try to remember to put your cell phone on silent at the beginning of the class period. Similarly, if you constantly use your phone or laptop in class, please sit in the back of the room or on the sides so as not to distract other students or myself. Also, please be considerate of the ideas of others; while it is okay to constructively critique an idea, try to refrain from criticizing the person. Finally, please do not bring children or pets to class.

Late Work

Late work will only be accepted up to 2 days late (including weekends). Each day the work is late, there will be a penalty. Work must be posted on Blackboard promptly by the time class starts or work will be considered late. Please note that papers turned in at 4:30:01pm are considered late. Also note that if you are submitting papers off campus, there may be a time lag of a few minutes between when you submit and when Blackboard accepts your paper.

Note that the late policy also applies to group assignments!!!

Time Late

Total Possible Grade

1 second -24 hours late	75%
1-2 days late (48 hrs.)	50%

It is your responsibility to make sure that your paper uploaded to Blackboard and that the file opens. I will not accept any late papers after 48 hours, even if the file was created ahead of time. I also will not allow you to resubmit a corrupted file after 48 hours past the due date. If you are unsure of how to submit your files, please contact myself or a TA.

You are welcome to turn in any work early. All assignments must be uploaded to Blackboard unless otherwise stated.

Grading Policy

Teaching assistants will be responsible for grading a majority of assignments. I will also double check 4 papers from each TA to determine interrater reliability. I will personally grade all of the exams. If you are unsatisfied with your grade on a written assignment, you are welcome to request a re-grade. You must request the re-grade within 72 hours of the "grade-by" date (see the due date list on Blackboard). **CAUTION:** If you request this option, there is no guarantee your score will increase. I may grade more harshly than your TA, which would result in a lower score on the assignment. **By requesting a re-grade, you are agreeing to the possibility of receiving a lower score than the original grade.**

Academic Dishonesty

I will have absolutely **NO** tolerance for any form of academic dishonesty. Academic dishonesty includes behaviors such as cheating on a test, collaborating with other students when not given permission to do so, submitting an assignment that you had already submitted for another class, using a friend's clicker to fake their participation, and plagiarism. It also includes copying wording from the assignment or copying wording from the lecture slides in your paper. If you are caught being academically dishonest, you will receive a zero on the assignment. If you are caught twice, you will fail the class. Each offense will result in a report to the Office of Student Rights and Responsibilities and the second offense will also be reported to your academic advisor. If you are unclear about the definition of academic dishonesty, either talk to me during office hours or refer to the Student Code of Conduct on academic dishonesty (Article 6, Section 1).

Special Arrangements

If you feel that you many need accommodations based on the impact of a disability, please talk to me about this during the first week of class. To learn more about services BSU provides to students with disabilities, you can visit the Disability Resource Center website at http://drc.boisestate.edu. You will also need to contact the Disability Resource Center at 208-426-1583 located in the Administration Building, room 114 to meet with a specialist and coordinate reasonable accommodations for any documented disability. I want everyone to be able to succeed, so do not hesitate if you need accommodations.

Tentative Course Schedule

The schedule may change slightly depending on how quickly we cover the material. Any changes to the syllabus will be announced in class. Please read all listed readings and view the corresponding PowerPoint slides on Blackboard before the day they will be discussed in class. All assignment are due by 4:30am on the date listed. Please look to the Assignment due date sheet to see when assignments are due to Blackboard.

Date	<u>Topic</u>	<u>Readings</u>
Tues. 10/20	Introduction, Course Syllabus, Introduction to Relationship Psychology	Ch. 1
Thurs. 10/22	Relationship Psychology as a Science	Chs. 1 and 2
	Assigned to Case Study Groups & Overview of Assignments	
	Take the Quest on Blackboard between 10/22 and 10/27	
Tues. 10/27	Attraction	Ch. 3
Thurs. 10/29	Sexuality	Ch. 9
Tues. 11/3	Social Cognition	Ch. 4
Thurs. 11/5	Friendships	Ch. 7
	Take Exam 1 between 11/5 and 11/10	
Tues. 11/10	Communication	Ch. 5
Thurs. 11/12	Social Exchange Theory	Ch. 6
Tues. 11/17	Love Take Exam 2 between 11/17 and 11/20	Ch. 8
Thurs. 11/19	The Dark Side of Relationships	Ch. 10
Tues. 11/24	Thanksgiving Break	
Thurs. 11/26	Thanksgiving Break	
Tues. 12/1	Conflict	Ch. 11

Thurs. 12/3	Power and Violence	Ch. 12
Tues. 12/8	Power and Violence	Ch. 12
Thurs. 12/10	Relationship Dissolution	Ch. 13

Take Exam 3 on chapters 10-13 in the Testing Center between December 10th and December 17th!!! See the Due Dates List for when assignments are due!!!

PSYC 301

Abnormal Psychology

Syllabus

Spring 2016

Boise State University Department of Psychology Spring 2016

Abnormal: syllabus Spring 2016 (v1.0 1/7/16)

CONSENT - SDE

TAB 10 Page 73

1

PSYC 301 Abnormal Psychology Spring 2016

Professor: Matthew C. Genuchi, Ph.D.	Office: Education Building – E620
Class Times: Tues/Thurs 9-10:15am	Office Ext: (208) 426-1237 (voice mail only)
Location: Education Bldg	Office Hours: Tues/Thurs 10:30-11:30am or
E-mail: matthewgenuchi@boisestate.edu	by appointment

Course Description: Psychology 301 is an upper-division course that will provide students with basic competency in using an integrated approach to the study of the etiology, development, and dynamics of a range of psychological disorders together with a review of current psychosocial and psychopharmacological treatments of these disorders.

Course Objectives:

This course is designed to:

- (1) Provide students with a basic understanding of a biopsychosocial model of the etiology, maintenance, and treatment of psychological disorders.
- (2) Familiarize students with a system and methodology of diagnosis, using the DSM-5 diagnostic system.
- (3) Provide an initial awareness of the legal and ethical issues in diagnosing and treating persons diagnosed with psychological disorders.
- (4) Familiarize students with sex, gender, and other multicultural cultural issues that impact abnormal behavior.
- (5) Assist students in integrating the academic study of psychopathology with real life experiences and case examples.

Required Texts & Resources:

- 1. Nolen Hoeksema, S. (2014). *Abnormal Psychology* (6th ed). McGraw Hill: New York
- 2. McGraw Hill Connect: Connect is an online-based learning tool that we will be using this semester. Specifically, you will be using parts of connect called LearnSmart and Faces Interactive, which are online quizzing and learning programs associated with our textbook. Connect also allows you access to the ebook for this course. If you purchased a textbook from the bookstore, you should have an access code that allows you register for Connect. You will access Connect directly from Blackboard, when you begin your first LearnSmart module.
- American Psychiatric Association. (2013). *Diagnostic and Statistical Manual of Mental Disorders* (5th ed.). Washington, DC: Author.*
 *Note: You are not expected to purchase a copy of the DSM-5 because you will primarily use it for one assignment. Several hard copies are available in the reference section of Albertson's Library.
- 4. Top Hat Classroom Response System: I will be using <u>www.tophat.com</u> as a method to increase interaction during classroom lecture as well as take attendance. You will login during class to <u>www.tophat.com</u> and enter our course join code 770403, which will be our code for the entire semester. You can login using any laptop, smartphone, or tablet. You can also submit responses to questions and attendance via a non-smart phone (a number to text will be provided to you per response). I will use power points regularly in class, and you can also view the power points in "real time" when logged in to our Top Hat course site. You will be required to pay a \$24 registration fee to register with Top Hat for the semester.

Teaching Assistant (TA):

Rebecca Plante: rebeccaplante@u.boisestate.edu

The course TA will attend all classes and be available for consultation and tutoring throughout the semester. Feel free to approach Rebecca with questions in class and via email. You are welcome to contact your TA with questions at any time, but please be aware that it may take her up to 24 hours to respond. You are also encouraged to schedule an individual Q&A or study session with your TA at any time throughout the semester as needed. TAs are intelligent and friendly students who have taken and performed well in PSYC 301, so I strongly encourage you to use them as a

Abnormal: syllabus Spring 2016 (v1.0 1/7/16)

2

CONSENT - SDE

resource!

Course Requirements:

Participation & Classroom Behavior:

I'm excited about another engaging semester in PSYC 301! In order to fully participate in this course, we must agree to abide by certain guidelines of professional conduct and behavior. As the professor, I will come to classes prepared, engaged, and ready to establish a learning environment that is interesting, challenging, respectful, and hopefully enjoyable. I promise to treat you, both inside and outside of the classroom with respectfulness and professionalism. As a student, the following behavior is expected:

- 1. Supporting the learning of your classmates by refraining from talking when either the professor or another student is talking or when a video is displayed.
- 2. Use technology such as cell phones, laptops, and tablets in a respectful manner that does not distract your classmates.
- 3. Please arrive and leave class on time which minimizes disruption to others. If you must leave early or come late please do so as unobtrusively as possible.
- 4. Please do your best to understand and respect viewpoints that differ from your own. While you will never be expected to agree with everything your classmates and professor has to say, you will be expected to treat those you disagree with, with kindness and consideration.
- 5. Approach assignments, papers, and exams with integrity and academic honesty.
- 6. Take class notes. Partial power point slides will be available via Blackboard under "documents."
- 7. Overall compliance with the Boise State University shared values: Academic Excellence, Caring, Citizenship, Fairness, Respect, Responsibility, & Trustworthiness.

Reading: It will be most helpful for you to complete your assigned reading <u>prior to</u> the scheduled class. Students will be held accountable for *all* the text and adjunct material assigned, even if not directly reviewed in the reading or lecture. You will be able to use the hard copy text and/or the ebook provided through *Connect*. The ebook is equipped with *Smartbook* technology that was developed to help you retain the material that you have read and to complete *LearnSmart* modules while you read.

Attendance: If a student must miss a class session, she or he is expected to obtain notes from classmates and/or Blackboard (i.e. please do not email me asking for notes). If a student must miss a scheduled exam, she or he must follow the guidelines listed under "exams." Attendance will be taken *intermittently* via Top Hat during the semester. Those students who attend at least 90% of the recorded attendance days will receive 10 extra credit points.

LearnSmart Modules: The purpose of these study modules is to provide you with additional experience engaging with the course material outside of the classroom. You will be required to complete one module per chapter. The modules are open book/note and are to be completed outside of class via the Blackboard *Assignments* page. You will complete 12 modules for a total of 60 points (5 points per module), and you must complete each assigned problem set <u>by 11:59pm</u> on the due date. Each module is open book, supplements your reading, and is developed to take the *average* student approximately 45 minutes to complete, so please plan accordingly. When you click on your first *LearnSmart* module via Blackboard, you will be asked to set up your account with *Connect*. You should have purchased a *Connect* code that will allow you access. We will discuss many aspects of *LearnsSmart* in class, but the following page includes answers to many common questions students have: http://www.mhlearnsmart.com/einsteinmt/help/FAQ.html# How is my.

Interactive Case Studies: As an undergraduate student in a clinical psychology course, you have limited opportunities to interact with clients experiencing a psychological disorder; therefore, the purpose of the *Interactive Case Studies* is to allow you the opportunity to interactively engage with potential clients in a mock "interview" and well as game-based format. During the course of the semester, you will be expected to complete case studies covering six different disorders. Each case study is worth 5 points for a total of 30 points. The case studies will allow you to learn more about specific disorders. The exercises are open book/note and are to be completed outside of class and can be accessed through the *Assignments* page on Blackboard.

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Extended Learning Assignment (ELA) *Go to the Movies*: Students will complete one writing assignment this semester. This assignment must be written in APA format and submitted via Blackboard. <u>Late assignments will be accepted but 5 points/day will be deducted from the total score</u>. See please closely read the section below for more specific details regarding the format and content of this assignment.

For better or worse, movies and television contribute significantly to shaping the public's perception of the mentally ill and those who treat them. Steven E. Hyler

Purpose:

The <u>purpose</u> of this essay is to provide a method for you to engage in course material outside of class and have a forum for critical thinking and analysis. The ability to gather information, review the facts as well as anecdotal material, evaluate them, and then synthesize is critical for an upper-division level student in the psychological sciences. The ability to communicate ideas through writing is also an essential skill for students in all majors. For those studying the social sciences writing in APA format is an expectation both at the undergraduate and graduate levels.

Requirements:

As noted above you will be writing one paper for this course, which must be <u>written in APA format</u> (writing style of the American Psychological Association). If you are unfamiliar with APA style, you will need to spend some additional time learning the basics. I *strongly* suggest that you schedule 40 minutes to watch a series of 8, 5-minute videos on APA style developed by Dr. Eric Landrum at: <u>http://sspa.boisestate.edu/psychology/faculty-and-staff/landrum/</u>. Several other great resources are the Purdue Online Writing Lab APA style guide: <u>http://owl.english.purdue.edu/owl/resource/560/01/</u> and the APA style website <u>http://www.apastyle.org/</u>.You can also access the full APA style guide at the Albertson's Library. We will review some of the common APA style errors in class before your first paper is due, and you will be expected to use correct APA style in your papers.

All essays will be turned in through the assignments portal on <u>Blackboard by midnight on the due date</u>. <u>Essays NOT submitted through Blackboard will not be graded</u> and thus receive a grade of 0. Proper writing techniques (e.g. grammar, spelling, sentence construction) are expected. Students will benefit from enlisting proofreading by friends and classmates. <u>All essays must be submitted in rich text (rtf) or docx format</u>.

General Content Formatting:

*be written in APA style

*be at least 3 typed, double-spaced pages but not more than 5 pages for the body. *have a cover page and reference page in APA style (not counted in the 3-5 pages of the body) *submitted in rtf or docx format

*fully address the topic

*be original to the student (not purchased via the internet or borrowed from a friend)

ELA Essay Specifics:

For this essay you are required to view one movie (documentary or popular) that depicts a person with a mental illness/disorder. A list of movies is posted for you on Blackboard. All movies listed are approved; however, if you want to watch a movie not on this list – **approval is needed** from Dr. Genuchi. The movies listed in the syllabus are selected due to their depiction of the mental illness, family dynamics, and other issues related to mental status. <u>Some of the movies will have strong language, violence and/or intense scenes</u>. It is possible to select a movie with minimal difficult material though.

After watching the movie in its entirety, the student will complete the following for the essay:

- a. Provide a summary of the video
- b. Identify one character of focus (the one with symptoms)
- c. Discuss the symptoms observed in the movie and in what situations you observed those symptoms.
- d. Review the DSM-5 (2 copies are available in the Albertson's Library) for a diagnosis or diagnoses that best matches the character's symptoms. <u>Only the actual DSM-5 is an acceptable reference</u>, not a website or book that refers to the DSM-5.

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- e. Using the process of <u>differential diagnosis</u>, discuss the possible DSM-5 diagnosis or diagnoses for the character of focus and explain why this diagnosis is appropriate.
- f. Provide a <u>specific rationale for your diagnosis</u> by describing the character's behaviors and how those behaviors correspond with specific DSM-5 diagnostic criteria. <u>Using the process of differential diagnosis</u>, state how you ruled-out any similar or related diagnoses.
- g. Discuss how familiar, sex/gender, racial, ethnic, multicultural, economic, educational, or medical issues interacted with the character and her or his expression of the symptoms (e.g. failed a class because the character refused to give a speech in class due to anxiety).
- h. Evaluate the movie's accuracy depicting a person with a mental illness.

Exams: There will be 4 exams given during the term (300 points total). Exam material will be from the text, lecture material (note that there is some material that is <u>covered in lecture only</u>), video content, guest speaker content, and any other material assigned during the course. The exams will include a heavy emphasis on the *application* of course materials, such as identifying symptoms, treatments, and concepts through examples and case studies/vignettes. Each regular exam will include 75 multiple-choice questions.

Exam Schedule: You will complete all of your exams in the Boise State Blackboard Testing Center, which is located on the fourth floor of the education building. The testing center is open from 8am to 8pm on the days exams are scheduled for this class. You will need to schedule your time to take the exams directly through the testing center during the following date ranges. Please see the blackboard testing center website for additional information and to schedule your testing time: http://ctl.boisestate.edu/idea/tools-and-facilities/online-testing-center/

- 1. Exam 1 (Chapters 1, 2, 3): 2/4-2/5
- 2. Exam 2 (Chapters 4, 5, 7): 3/3-3/4
- 3. Exam 3 (Chapters 14, 12, 8): 4/4-4/5
- 4. Exam 4 (Chapters 9/11, 10, 16): 5/3-5/5

Exam Make-Up Policy: If a student must miss an exam for any reason, arrangements must be made with Dr. Genuchi **prior** to the day of the scheduled exam. If an exam must be missed due to a personal emergency, Dr. Genuchi must be contacted by someone (not necessarily the student) **prior** to the start of the exam in order for the student to be given a make-up exam. **If these steps are not followed, there will be no make-up exam.** **Make-up exams may not be identical in format to the original exams.*

Note: Sharing information regarding exam content prior to the final completion of the exam or turning in any work that was completed by anyone other than you is a violation of the Boise State University Student Code of Conduct regarding academic honesty (see below).

A violation [of academic honesty] may include cheating, plagiarism, or other forms of academic dishonesty. All assignments submitted by a student must represent her/his own ideas, concepts, and current understanding or must cite the original source. Academic dishonesty includes assisting a student to cheat, plagiarize, or commit any act of academic dishonesty. Attempts to violate academic integrity do not have to be successful to be considered academic dishonesty. Academic dishonesty includes turning in substantial portions of the same academic work to more than one course without the prior permission of the faculty members (Student Code of Conduct, Article 4, Section 1).

Grading: The following is the proposed grading schedule:

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CONSENT - SDE

Total Point Breakdown:	
Exams: 4@75 each	300
Extended Learning Essay	100
LearnSmart Problem Sets: 12@5 each	60
Interactive Case Studies 6@5 each	30
Possible Extra Credit Assignments	(30)
Total points	490

96-100% =	A+	
90-95%=	А	
86-89%=	B+	
80-85%=	В	
76-79%=	C+	
70-75%=	С	
66-69%=	D+	
60-65%=	D	
Less than $60\% = F$		

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Abnormal Psychology Class Schedule: Spring 2016

This is a *working* syllabus. Changes may be necessary as we proceed through the semester. Please be flexible, and you will be notified in class and/or via email of any changes in the schedule. Please check your BSU email *regularly* for any updates.

Date Reading & Assignments

Jan	12	Class Introduction
	14	Chapter 1: Looking at Abnormality
	19	Chapter 1 (cont.) LearnSmart Module: Chapter 1
	21	Chapter 2: Theories and Treatment of Abnormality LearnSmart Module: Chapter 2
	26	Chapter 2 (cont.)
	28	Chapter 3: Assessing and Diagnosing Abnormality LearnSmart Module: Chapter 3
Feb	2	Chapter 3 (cont.)
	4	NO CLASS
	9	Chapter 4: The Research Endeavor LearnSmart Module: Chapter 4
	11	Chapter 4 (cont.)
	16	Chapter 5: Trauma, Anxiety, & Obsessive Compulsive Disorders LearnSmart Module: Chapter 5
	18	Chapter 5 (cont.) Case Study: Trauma and Stress Disorders
	23	Chapter 5 (wrap up) Chapter 7: Mood Disorders and Suicide
	25	Chapter 7 (cont) LearnSmart Module: Chapter 7
March	1	Chapter 7 (cont.) <i>Case Study</i> : Bipolar Disorders
	3	NO CLASS
	8	Chapter 14: Substance Use and Gambling Disorders LearnSmart Module: Chapter 14

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CONSENT - SDE

Date Reading & Assignments

	10	Chapter 14 (cont.) Case Study: Substance Use Disorders
	15	Chapter 12 : Eating Disorders LearnSmart Module: Chapter 12
	17	Chapter 12 (cont.) Case Study: Eating Disorders
	21-25	NO CLASS – Spring Break
	29	Chapter 8: Schizophrenia Spectrum Disorders LearnSmart Module: Chapter 8
	31	Chapter 8 (cont.) Case Study: Psychotic Disorders
April	5	NO CLASS
	7	Chapter 9: Personality Disorders Extended Learning Assignment Due
	12	Chapter 9 (cont.) Case Study: Obsessive Compulsive Disorders
	14	NO CLASS - Assigned Video from HBO's <i>The Alzheimer's Project</i> Watch this 2-part (2 hours) documentary on recent scientific discoveries on Alzheimer's <i>Momentum in Science, Parts 1& 2:</i> http://www.hbo.com/alzheimers/momentum-in-science.html
	19	Chapter 10: Neurocognitive and Neurodevelopmental Disorders LearnSmart Module: Chapter 10
	21	Chapter 10 (cont.)
	26	Chapter 16: Mental health and the Law LearnSmart Module: Ch.16
	28	Chapter 16 (cont.) Extra Credit Assignment Due

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CONSENT - SDE

Extra Credit

- 1. Attendance: Students who achieve 90% attendance (or greater) on the days attendance is taken will receive 10 extra credit points.
- During this course we will be discussing interventions for various psychological disorders. For extra credit, you have the opportunity to become more familiar with a specific psychosocial intervention. You may choose to complete <u>one</u> of the following two extra credit options <u>(worth 20 points upon full completion)</u>.

OPTION 1: One primary intervention for a range of psychological concerns is individual counseling. To receive extra credit, you will meet with a counseling trainee in the BSU counselor education graduate program for two sessions of counseling (2 hours). The purpose of this experience is to provide you with an opportunity to experience a counseling environment and for the trainees to gain valuable counseling experience. What you discuss in the sessions is <u>confidential</u>, so I will receive no information on what you discuss. However, I will receive a summary report from the counseling department to inform me who completed two sessions. <u>In order to receive credit for this assignment *you must turn in a 1-2 page reflection paper* (does not have to be formatted in APA style), via Blackboard, in which you describe your counseling experience. You might discuss some of the following: How did you feel before and after? What was the counselor like? Was the experience similar to or different than what you expected? What kind of questions were you asked? What did you like or dislike about the experience? *I do not expect you to disclose any information about what you actually discussed in your sessions*. If interested, you will sign up during class time (date TBA – usually during the first 2 weeks of class), and then you will be contacted by a counseling trainee via email. If you miss the sign-up date, it is your responsibility to contact the BSU counseling department and sign-up for extra credit.</u>

OPTION 2: During the course of this semester, we will discuss a wide range of psychosocial and medical interventions for psychological disorders. To receive extra credit, you must write a 3-5 page research paper in APA style in which you describe a specific intervention for a psychological disorder. For example, you might discuss cognitive behavioral treatment of depression, Dialectical Behavior Therapy for Borderline Personality Disorder, graded exposure treatment for phobias, electroconvulsive therapy, antipsychotic medications, interpersonal therapy for depression, etc.

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Abnormal Psychology ELA Grading Rubric

Here is the guide that I will use to grade your e	essays
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		Points Possible
Format	APA style used Neat Cover page included Reference page included Body a maximum of 5 pages/min 3 pages	10
Gramm	ar Proper grammar used Good sentence and paragraph construction Accurate spelling Appropriate inclusive language	20
Content	t Covered all essay specific content areas from the syllabus Well organized Ideas flowed well throughout the paper Supported any hypotheses/conclusions made with source material from the actual DSM-5 Full rationale provided for diagnoses Examples from movie used to support the diagnoses Covered topic thoroughly Demonstrated an understanding of the topic	60
Referen	Adequate number to cover topic cited correctly in text listed correctly on reference page Video title and source included in APA style in text and In the reference page	10
(late)	-5pts/day	
Total po Letter g Comments:		/100

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CONSENT - SDE

PSYC 331 and PSYC 331G: PSYCHOLOGY OF HEALTH Fall 2015 ILC 118 10:30-11:45 TuTh 3 credit hours

Professor: Dr. Mary Pritchard **Office hours:** 10:00-10:30 & 12:00-1:30 TuTh **Email:** <u>marypritchard@boisestate.edu</u>

Teaching Assistant:Leslie MaggardOffice:CA 155Office hour:11:30-1:00 MEmail:lesliemaggard@u.boisestate.edu

Teaching Assistant: Azra Muranovic **Office hour:** 2:00-4:00 M **Email:** azramuranovic@u.boisestate.edu

Office: CA 155

Office: E615

Directions to the TA office:

CA 155: The TA office is in the old Health and Wellness building (the white round one that used to be a hamburger stand across University Dr. from the Public Affairs and Arts building).

REQUIRED TEXT:

Straub, R. O. (2014). *Health psychology: A biopsychological approach (4th ed)*. New York, NY: Worth Publisher.

The Turning Point Response Card XR clicker or Turning Point license for your Smart Phone is required for this class.

Note: Text is on reserve in the library.

CATALOG DESCRIPTION:

Principles that have emerged from the experimental analysis of behavior will be examined. The principles include, but are not limited to, operant and classical conditioning. The course will deal with applications of these principles to the understanding and change of phobias, obesity, smoking, alcoholism, aberrant sexual behavior, and similar problems. PREREQ: PSYC 101, PSYC 295 or MATH 254 and upper division standing.

COURSE OBJECTIVES:

This course will focus upon how biological, psychological, cultural, and social factors affect health and illness. We will discuss the best ways to promote healthy living and prevent disease and how people react psychologically when they are diagnosed with

an illness or asked to make lifestyle changes (e.g., controlling cholesterol, starting an exercise program). We will also cover the influence of stress, coping, personality, culture, and family influences on health as well as health intervention at the level of individual, family, and community. We will discuss not only how individuals with different cultural backgrounds (race, ethnicity, country of origin) face different health issues, but also how cultural differences may affect adherence to prevention and treatment plans. Finally, we will discuss how health promotion and education messages need to be sensitive to individuals from differing cultural, educational, and social backgrounds and discuss how to best target health messages to differing groups of individuals.

LEARNING OUTCOMES:

At the successful completion of this course, students will be able to understand and communicate:

- basic research methodologies used by health psychologists
- the importance of psychosocial factors in health outcomes
- the importance of cultural factors in health outcomes and intervention methods
- their own health risks
- how to design an effective health intervention for themselves or a segment of the community
- how treatment protocols are changing in America today (e.g., CAM)
- allow students to better empathize with current health issues faced by the community

Email Policy

When emailing a TA, please contact the TA who is assigned to your last name. You should email a TA if you have questions about the syllabus, content discussed in class, or assignments. You should email me if you have any personal questions or questions that extend beyond what was discussed in class. If you have a question about your grade on an assignment, please contact your TA first. If the issue is still not resolved, you are welcome to contact me. If you have an issue with your exam, please contact me. Please be courteous and respectful when emailing myself or the TAs. We will do the same.

COURSE OVERVIEW:

Class meetings will combine lecture, discussion, demonstrations, activities, and video clips. The basic lecture notes can be found on Blackboard at http://blackboard.boisestate.edu under the Course Documents/Lecture Notes folder. We will be using the "clickers" regularly in order to make each session interactive; I encourage questions and comments. You are responsible for all information presented in each meeting, even when you are absent.

ATTENDANCE:

Regular attendance is expected and attendance will be taken at each class using your Clickers. Note: You have a one week grace period to purchase and register your clicker. Thereafter you are responsible for bringing it to class every day for attendance purposes. Attendance questions will be thrown in at random times during the

lectures. There will be approximately 150 attendance questions throughout the semester. However, total attendance points will be 160 – thus if you miss class a few times, you will not lose points. If you miss a class, you should obtain notes from a classmate because you will be responsible to know this information for exams. Note that a portion of these attendance points have been allocated to the last few weeks of class, as I expect you to attend all final project presentations as well as the graduate student presentations.

QUIZZES:

There will be 12 weekly 5-item quizzes worth 10 points each (2 pts per question) over the module materials. Quizzes will consist of multiple choice questions, true/false, and/or matching. All quizzes will be timed (1 minute per question) and taken on your own time via BB. The quiz will automatically close when your time is up. Quizzes open each Tuesday after class and remain open until Sunday at midnight. As you have five full days to take each quiz, make-up quizzes will not be allowed. You may drop your lowest quiz score. If you have a disability or language problem that might hinder your performance on exams, please let us know prior to the first quiz. With documentation, arrangements may be made for an alternative quiz.

EXAMS:

There will be four exams worth 100 points each over the material from lecture, the text, and any films shown in class. Exams will consist of 35 multiple choice questions worth 2 points each and 3 short answer questions worth 10 points each (you will be allowed to pick 3 of 5 short answers). Approximately one-third of the material on the exams will be from the quizzes and two-thirds from the text and lecture. All exams will be given on-line in the Blackboard testing center on the 4th floor of the Education building. You must schedule your exam with the testing center. You cannot simply show up and take it due to the size of the class. To schedule your exam, go to: https://atapps.boisestate.edu/elearning/testinglab/student/scheduler/default.asp. You will have a one week timeframe in which to take each exam. Make sure you take your exam during the allotted week. Make up exams will not be allowed.

If you have a disability or language problem that might hinder your performance on exams, please let me know prior to the first exam. With documentation, arrangements may be made for an alternative test.

REQUIRED PAPERS

This assignment will familiarize you with your own family health history and help you analyze your own lifestyle choices that may contribute to health problems or premature aging.

Paper 1

1) Go to the website <u>http://www.realage.com/</u>, click on Take the Test and complete the website in order to calculate your real age. **Print out your results and turn in the summary page along with your paper (5 pts).**

2) Write a two page double-spaced perspective paper analyzing your results and list and describe in detail three ways you could easily make positive changes in your health based on your results (e.g., floss daily, wearing your seat belt, cut back on nicotine, exercise for 30 min 3/week, eat more fish, etc.; 10 pts).

This paper is due Tuesday, September 8th in class and is worth 15 points.

Paper 2

Pick one health behavior from your real age test that you intend to change. Pick a model (e.g., transtheoretical model, theory of planned behavior) of behavior change to help you design an intervention. Find 3-5 references (at least 3 of these must be journal articles) that pertain to your intervention (e.g., health belief model effectiveness, what works when trying to quit smoking, etc.). Write a 4-6 page research paper (not including the title page and reference page) that describes the literature concerning your intervention as well as a proposed intervention (think intro and method of a research methods paper). This intervention should be something you could reasonably do over the next month. This paper should be APA style.

This paper is due in class Thursday October 15th and is worth 50 points. See grading rubric in the Assignments folder on BB.

Paper 3

After spending approximately one month trying your intervention, go back and re-take your real age test.

1) Go to the website <u>http://www.realage.com/</u>, click on Take the Test and complete the website in order to re-calculate your real age. **Print out your results and turn in the summary page along with your paper (5 pts).**

2) Write a 2-3 page perspective paper analyzing the effectiveness of your intervention. Were you successful in your behavior change? Why or why not? What are you going to stick to? If you had to do it all over again would you do anything differently (**30 pts**).

This paper is due Thursday, November 12th in class and is worth 35 points. See grading rubric in the Assignments folder on BB.

SERVICE LEARNING:

To better reinforce course theory and to learn more about the health issues faced by our community, students in this course are required to complete 15-20 hours of Service Learning at a local agency (see SL under the BB Assignments folder). Note: You must sign up for an SL agency by 5pm on September 4th as orientations begin the following week.

GRADUATE STUDENT RESEARCH PROJECT:

In addition to the other course requirements, graduate students will be required to give a 30-minute presentation on a health topic of their choice/expertise. Students will present topic ideas to Dr. Pritchard for approval by the third week of class and we will work together to decide where the presentation would best fit. This is worth 100 points of your final course grade. Rough drafts of presentations are due one week prior to presentation date.

ACADEMIC DISHONESTY:

Academic integrity is very important to me. Cheating in any form detracts from your learning and is not fair to your classmates. Thus, all assignments and exams must be your own work. The Student Code of Conduct, which includes information on academic dishonesty and describes the reporting and the Conduct hearing processes, can be found at: <u>http://deanofstudents.boisestate.edu/student-code-of-conduct/</u>. Please familiarize yourself with this information. All instances of misconduct (e.g., cheating on a quiz or an exam, plagiarizing a paper) will receive a zero for the assignment/exam/quiz and be reported to the Student Conduct Office.

REALITY CHECK:

We want you to succeed in this course, but you need to realize that this is a 300 level course, and, as such, the expectations for the quality and quantity of your work are substantially greater than for a 100 level course. For some students, this may require a significant increase in the effort you must apply to study in order to be successful in the course. We expect that you know how to utilize library and internet resources of sufficient quality and credibility to write a high quality paper. We expect that you will properly cite all sources used in your papers. We also expect that your papers will demonstrate that you have thought about the concepts and not just regurgitated your sources. Thus, you should minimize the use of quotations in your papers. It is not unusual to have some difficulty in the transition from a 100 level course to a 300 level course. Thus, if you are unclear about our expectations or how to best study or manage your time to complete the work required for this course, please come see us during office hours. If you are concerned about your writing, I would also encourage you to go to the Writing Center and/or turn in drafts of your papers early to us for feedback.

STATEMENT OF SHARED VALUES:

We will be discussing a few controversial issues in this course. I value your input on these and any other issues we may discuss in class. I want to create a safe place for you to vocalize your opinions. Thus, we will abide by Boise State's statement of shared values in this course (<u>http://president.boisestate.edu/values/statement-of-shared-values/</u>).

Boise State University is committed to personal and social development, educational excellence, and civic engagement. Membership in the campus community is a privilege and requires its members to conduct themselves ethically with integrity and civility. Campus community members enjoy the same rights and freedoms that all U.S. citizens enjoy, including personal responsibility for one's own conduct, behavior and speech.

In a culture of intellectual inquiry and debate, where the search for knowledge and discovery flourish, campus community members are expected to demonstrate civility, abide by norms of decorum, and adhere to the principles of civil discourse. "Being civil means being constantly aware of others and weaving restraint, respect and consideration into the very fabric of this awareness," (Forni, 2002, p. 9).

Higher education has the duty to educate students to be responsible citizens. Boise State strives to provide a culture of civility and success where all feel safe and free from discrimination, harassment, threats or intimidation.

Boise State University upholds the following values as the foundation for a civil and nurturing environment. Campus community members are expected to adhere to these common values (Josephson, 2002).

Academic Excellence – engage in our own learning and participate fully in the academic community's pursuit of knowledge.

Caring – show concern for the welfare of others.

Citizenship – uphold civic virtues and duties that prescribe how we ought to behave in a self-governing community by obeying laws and policies, volunteering in the community, and staying informed on issues.

Fairness – expect equality, impartiality, openness and due process by demonstrating a balanced standard of justice without reference to individual bias.

Respect – treat people with dignity regardless of who they are and what they believe. A respectful person is attentive, listens well, treats others with consideration and doesn't resort to intimidation, coercion or violence to persuade.

Responsibility – take charge of our choices and actions by showing accountability and not shifting blame or taking improper credit. We will pursue excellence with diligence, perseverance, and continued improvement.

Trustworthiness – demonstrate honesty in our communication and conduct while managing ourselves with integrity and reliability.

GRADES:

The final grade will be calculated based on total points earned from the exams, paper, quizzes, service learning, and final project. The maximum number of points in this class is 1060 for undergraduate students and 1160 for graduate students. Assignment of final grades will be made according to the following percentage scale:

Grade Breakdown:

Undergraduate Students

Attendance Points		150 points
Ouizzas		110 noints
Quizzes		110 points
Exams		
Exam 1		100 points
Exam 2		100 points
Exam 3		100 points
Exam 4		100 points
Service Learning		300 points
		-
Real Age Papers		100 points
	TOTAL	1060 points

Grading Scale

Points Needed	Designation	Final Grade
949-1060	Distinguished	Α
843-948	Superior	В
737-842	Average	С
631-736	Below Average	D
Below 630	Failure	F

*Note: I do not use the */- system as I think that hurts more students than it helps.

Modification of the Syllabus and Schedule

I reserve the right to modify the syllabus and schedule at any time. Revisions will be documented in an announcement on the Blackboard course site.

If you disagree with the policies described in this syllabus, you should drop the **course**. To remain in the course is to accept the policies as stated herein and those as stated during the semester by the instructor.

Graduate Students

Attendance Points		150 points
Quizzes		110 points
Exams		
Exam 1		100 points
Exam 2		100 points
Exam 3		100 points
Exam 4		100 points
Service Learning		300 points
Real Age Papers		100 points
Graduate Student Presentation		100 points
	TOTAL	1160 points

Grading Scale

Points Needed	Designation	Final Grade
1038-1160	Distinguished	Α
922-1037	Superior	В
806-921	Average	С
690-805	Below Average	D
Below 690	Failure	F

*Note: I do not use the */- system as I think that hurts more students than it helps.

Modification of the Syllabus and Schedule

I reserve the right to modify the syllabus and schedule at any time. Revisions will be documented in an announcement on the Blackboard course site.

If you disagree with the policies described in this syllabus, you should drop the course. To remain in the course is to accept the policies as stated herein and those as stated during the semester by the instructor.

TENTATIVE COURSE OUTLINE

		PSYC 438/PSYC 438G	COUR	SE SCHEDULE	
Week	ek Tuesday			Thursday	
1	Aug	Introduction; Chapter 1 (pp.	Aug	Service Learning	Quiz Ch. 1 & 2
	25	1-7 up to Health and Illness:	27	Project Descriptions;	
		Lessons from the Past; 17-		Chapter 2	
		30 up to FAQs)		1	
2	Sept	Chapter 3	Sept	Chapter 4	Ch. 3 & 4
	1	1	3	1	
3	Sept	Chapters 4 & 5	Sept	Chapter 5	Ch. 4 & 5
-	8	T T T T T T T T T T T T T T T T T T T	10	- IIII	
4	Sept	NO CLASS –	Sept	Chapter 6	Ch. 6
	15	Take Exam 1	17	<u>-</u>	
EXAM 1 mu		ken between Monday 9/14 and		day 9/24 in the Blackboard 7	Testing
		notes are allowed.			
5	Sept	Chapter 7	Sept	Chapter 8	Ch. 7 & 8
U	22		24	Chapter 0	
6	Sept	Chapter 8;	Oct	Chapter 9	Ch. 8 & 9
0	29	SL Reflection Paper 1 &	1	Chapter y	CII. 0 C
	2)	Opt-out Interview 1 Due	1		
		Class Discussion #1			
7	Oct	Chapter 9	Oct	No CLASS, Take Exam	Ch. 9
1	6	Chapter 9	8	NO CLASS, Take Exam	CII. 9
EVAM 2 mm	-	ken between Tuesday 10/6 and	•	v 10/16 in the Pleakheard Te	sting Conton
EAAM 2 mu No books or			u Frida	y 10/10 m the Blackboard 1e	sting Center.
<u>8</u>		Chapter 10	Oct	Chapter 10	Ch. 10
0	Oct 13	Chapter 10	15	Chapter 10	CII. 10
9		Objected 11		Objected 12	Ch. 11 & 12
9	Oct	Chapter 11	Oct	Chapter 12	$Cn. 11 \approx 12$
10	20	<u>(1 + 12</u>	22		01 12
10	Oct	Chapter 13	Oct	No CLASS, Take Exam	Ch. 13
	27		29		. ~
		ken between Tuesday 10/27 al	nd Frida	ay 11/6 in the Blackboard Te	sting Center.
No books or					
11	Nov	Chapter 14	Nov	Reflection Paper 2 & Opt-	Ch. 14 & 15
	3		5	out Interview 2 Due	
				Class Discussion #2	
12	Nov	Chapter 15	Nov	Chapter 15	Ch. 15
	10		12		
13	Nov	Graduate Student	Nov	No CLASS, Take Exam	
	17	Presentations	19		
EXAM 4 mu	st be tak	ken between Tuesday 11/17 an	nd Frida	ay 12/4 in the Blackboard Te	sting Center.
		e allowed. Note: The Testing			
		Thanksgiv		<u> </u>	0

14	Dec	Final Project Presentations	Dec	Final Project Presentations	
	1		3		
15	Dec	Final Project Presentations	Dec	Final Project Presentations	
	8		10		

Schedule of Assignments and Due Dates

TASK	DUE DATES	APPLIES TO
Quizzes	Sundays at midnight	All students
Real Age Paper 1	9/8	All students
Graduate Student	9/10	Graduate students
Presentation Topic		
Exam 1	9/14-9/24	All students
SL Orientation	9/24	All students (note: if you
		opted out of SL, please see
		SL requirements for your
		due dates)
SL Reflection Paper 1 Due/	9/29	All students (note: if you
Opt-out Paper 1 Due		opted out of SL, please see
		SL requirements for your
		due dates)
Exam 2	10/6-10/16	All students
Real Age Paper 2	10/15	All students
Exam 3	10/27-11/6	All students
First half SL hours due	11/1	All students (note: if you
		opted out of SL, please see
		SL requirements for your
		due dates)
Reflection Paper 2 &	11/5	All students
Opt-out Interview 2 Due		
Real Age Paper 3	11/12	All students
Exam 4	11/17-12/4	All students
Graduate Student	11/17	Graduate students – note:
Presentations		all students are expected to
		attend these presentations
SL hours due	12/4	All students (note: if you
		opted out of SL, please see
		SL requirements for your
		due dates)
Final project	12/1-12/10	All students