

STATE OF WEST VIRGINIA

*REQUEST FOR PROPOSALS
FOR
ACTUARIAL SERVICES
FOR
THE VALUATION OF POST-EMPLOYMENT BENEFITS (OPEB)
FOR THE WEST VIRGINIA RETIREE HEALTH BENEFIT
TRUST*

West Virginia Retiree Health Benefit Trust

January 8, 2015
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Exhibit IV:	West Virginia Public Employees Plan Year 2015 Summary Plan Descriptions and Shopper's Guide
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Section 1

General Information

1.01 Introduction

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide actuarial services for the Valuation of Other Post-Employment Benefits (OPEB) for the West Virginia Retiree Health Benefit Trust (RHBT or Agency) in compliance with the requirements of GASB 43 and 45 Pronouncements and any other such requirements which are announced prior to the completion of this valuation.

Background

RHBT (www.peia.wv.gov) is a fiduciary fund of the State of West Virginia, established as an irrevocable trust (Code section 5-16D-2) for the purpose of providing for and administering retiree post-employment health care benefits and the respective revenues and costs of those benefits. RHBT administers these benefits for approximately 41,000 retired employees and 19,000 eligible dependents, resulting in approximately 60,000 members being covered by the RHBT health plan. Total annual contributions to the RHBT for FY 2014 were \$267 million.

RHBT provides medical, prescription drug, and life insurance for eligible retirees of State agencies, colleges and universities, county boards of education, and other government entities as set forth in the West Virginia Code 5-16-2. For eligibility requirements click [here](#).

RHBT utilizes a Medicare benefit through the Humana Medicare Advantage and Prescription Drug Plan (MAPD) that combines Medicare Parts A, B and D into one comprehensive benefit package for its 42,000 Medicare members. RHBT takes full advantage of all Medicare subsidies available for both plan and member. Approximately 19,000 non-Medicare members are enrolled in PEIA's Preferred Provider Benefit (PPB) Plan A or B or the Managed Care Option.

PEIA's PPB benefit plan follows a traditional indemnity design. Healthcare providers are reimbursed for a broad array of covered services. Participants are responsible for some cost-sharing, in the form of premiums, deductibles and co-payments. The Managed Care Plan provides a wide range of comprehensive health care services for a fixed periodic payment. RHBT contracts with The Health Plan of the Upper Ohio Valley to provide this coverage for approximately 500 members. RHBT offers basic, optional life and dependent life insurance to retirees through Minnesota Life. Premiums for life insurance are paid by the retired policyholder. Open enrollment is held in the spring for the non-Medicare retirees, and the plan year coincides with PEIA's fiscal year, which runs July 1 through June 30. Medicare retirees'

open enrollment is in the fall with a calendar plan year and fiscal year of July 1 through June 30.

Upon retirement, eligible retirees may use their accrued sick and/or annual leave to extend employer-paid health insurance coverage. Three groups of employees, for purposes of eligibility have been established with different benefit coverages.

The three groups of employees are as follows:

- New retirees hired prior to June 30, 2001 with unused sick and annual leave credits currently have the choice to convert the sick and annual leave to health care benefits under PEIA. Employees hired prior to July 1, 1988 can convert 2 days of accrued leave for 100% of the premium for 1 month of single coverage and 3 days of accrued leave for 100% of the premium for 1 month of family coverage.
- Employees hired between July 1, 1988 and June 30, 2001 accrue monthly credits at the same rate, but 50% of the premium for 1 month.
- Employees hired on or after July 1, 2001 are not eligible for extended employer-paid insurance upon retirement.

For more detail click [here](#).

RHBT was created July 1, 2006 to maintain compliance with Governmental Accounting Standards Board Pronouncement 43 (GASB 43), which deals with the reporting requirements pertaining to Other Postemployment Benefits (OPEB) for the plan. The plan administered by RHBT is deemed a multiple employer cost sharing plan. This is a single plan with pooling (cost-sharing) arrangements for the participating employers. All risks, rewards and costs, including benefit costs, are shared and are not attributed individually to the employers.

RHBT's management determines the benefits of the plan. The funding of the plan with premiums, subsidies and cost-sharing mechanisms are set annually by the PEIA Finance Board, as recommended by RHBT's management and actuary, based upon anticipated utilization and participation. Retirees are charged premiums that cover approximately 30% of their health care costs. The remaining 70% is paid through premiums charged per active PEIA policy. This 70% is commonly referred to as the retiree subsidy or pay-go.

Medicare-eligible retired employees can also receive a subsidy in the form of a grant provided by PEIA called the Retired Employee Premium Assistance Program. A retiree with 5 or more years of service whose total annual household income is less than 250% of the federal poverty level may receive assistance in paying a portion of their monthly health premium and/or reduced out of pocket based on years of active service. The amount of assistance for which the retiree is eligible is based on years of active service and the percentage of federal poverty level.

Employees hired on or after July 1, 2010, will not receive any plan subsidy of their health insurance premiums at retirement.

1.02 Issuing Agent, Contacts and Time Requirements

The issuing agent for this RFP is Mr. Jason A. Haught, CFO, PEIA/RHBT.

All communication, inquiries, and final proposals regarding this RFP **must** be submitted in writing to:

Jason A. Haught, Chief Financial Officer
West Virginia Public Employees Insurance Agency
601 57th Street, SE, Suite 2
Charleston, West Virginia 25304-2345
Telephone: (304) 558-7850, Ext. 52642
Email: Jason.a.haught@wv.gov
Fax: 877-233-4295

All correspondence **must** be clearly marked "**RHBT - Actuarial Services For the Valuation of Other Post-Employment Benefits (OPEB) Proposal**". The cost proposal and technical proposal must be **submitted in separate and clearly labeled envelopes.**

Notification of Interest (Attachment F) must be received no later than 4:00 p.m., EST, March 5, 2015. A non-mandatory bidder's conference will be held February 26, at 10:00 a.m., at PEIA offices. This conference will provide an opportunity for potential bidders to submit questions. All bidders that completed the Notification of Interest timely will receive all copies of inquiries and responses. Proposals are due no later than 4:00 p.m., EST, April 13, 2015.

→ Time Requirements ←

RFP Issued	February 9, 2015
Non-Mandatory Bidder's Conference	February 26, 2015
Deadline for questions	March 2, 2015
Notification of Interest Returned	March 5, 2015
RFP Addendum with question responses	March 9, 2015
Proposals Due	April 13, 2015
Conduct Interviews of Top Bidders (if necessary)	To be Announced

1.03 Proposal Format and Submission (Mandatory)

Vendors must complete a response to all mandatory service specification requirements with explanations in order to be considered for selection. Each proposal must be formatted following the outline in Section 4 of this RFP. Failure on the part of the vendor to respond to specific requirements detailed in the RFP may be a basis for disqualification of the proposal.

An original and five (5) hard copies, plus one electronic version of your Firm's proposal and all accompanying material must be enclosed in a sealed package plainly marked "RHBT - Actuarial Services For the Valuation of Other Post-Employment Benefits (OPEB) Proposal". **This package must be received no later than 4:00 p.m., EST, April 13, 2015, at West Virginia Public Employees Insurance Agency, 601 57th Street, SE, Suite 2, Charleston, West Virginia 25304-2345.** Should you choose to forward your proposals by mail, you should bear in mind that it must be mailed on a timely basis to assure receipt by the RHBT by the time and date specified. **No bids will be considered if received after this time and date.**

1.04 Contract Period

The contract period will be for three years with renewal options. The options will be negotiated at a later date to the mutual agreement of the parties.

1.05 Confidentiality/Public Record

RHBT requests that all information provided to prospective firms as part of this RFP, as well as all subsequent evaluations and discussions be used exclusively for purposes of responding to the RFP and any subsequent discussions related thereto.

News releases pertaining to this RFP or contract resulting therefrom will not be made without prior approval of the State of West Virginia, and then only in coordination with RHBT. Ownership of all data, materials and documentation originated and prepared for RHBT pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with West Virginia State Code. Trade secrets or proprietary information submitted by the proposer shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the contractor must identify the data or other materials to be protected and state the reason why protection is necessary.

Any and/or all PHI/ePHI created, transmitted and/or used in the scope of this project is confidential and shall be protected according to the provisions of Privacy and Security Rule(s) the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Reinvestment and Reauthorization Act of 2009 (ARRA).

1.06 Incurred Costs

The State of West Virginia and other parties to this RFP are not liable for any expense incurred in the preparation, submission, or presentation of proposals.

1.07 Status as Registered Vendor

All vendors competing for State business must be registered prior to the award of an actual purchase order or contract. The vendor must complete a Vendor Registration and Disclosure Statement, Form WV-1, and remit the required annual registration fee.

1.08 Terms of Contract

The performance of the contract awarded pursuant to this document is contingent upon adequate funding being appropriated by the West Virginia Legislature for such purposes. In the event the Legislature fails to appropriate sufficient funds for the continuation of the contract, then the contract will be canceled without penalty at the end of the fiscal year.

The terms of the contract must be consistent with the following:

- *Arbitration* – Any references to arbitration contained in the agreement are unacceptable. The vendor shall present disputes arising out of the agreement to the West Virginia Court of Claims.
- *Hold Harmless* – Any clause requiring the Agency to indemnify or hold harmless any party is unacceptable. The vendor must hold harmless the Agency from any liability arising from the vendor's performance of services.
- *Governing Law* – The agreement shall be governed by the laws of the State of West Virginia.
- *Taxes* – Provisions in the agreement requiring the Agency to pay taxes are unacceptable. As a State entity, the Agency is exempt from federal, state, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- *Payment* – Any references to prepayment are unacceptable. Payment will be in arrears.
- *Interest* – Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are unacceptable.
- *Recoupment* – Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is unacceptable.
- *Statute of Limitation* – Any clauses limiting the time in which the Agency may bring suit against the vendor, lessor, individual, or any other party are unacceptable.

- *Similar Services* – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are unacceptable.
- *Attorney Fees* – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- *Assignment* – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- *Limitation of Liability* – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is unacceptable. In addition, any limitation is unacceptable to the extent that it precludes any action for injury to persons or for damages to personal property.
- *Right to Terminate* – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- *Termination Charges* – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is unacceptable. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- *Renewal* – Any reference to automatic renewal is unacceptable. The agreement may be renewed only upon mutual written agreement of the parties.
- *Insurance* – Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is unacceptable.
- *Right to Notice* – Any provision for repossession of equipment without notice is unacceptable. However, the Agency does recognize a right of repossession with notice.
- *Acceleration* – Any references to acceleration of payments in the event of default or non-funding is unacceptable.
- *Amendments* – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
- *Ownership of Work Product* – All work product, data, equipment or materials created or purchased under this contract belong to the Agency and must be delivered to the Agency at the Agency's request upon termination or completion of this contract. Vendor

agrees that all materials prepared under this contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to the Agency all rights and interests the Vendor may have in the materials it prepares under this contract.

1.09 Right to Reject

The State reserves the right to reject any and all proposals submitted and to request additional information from all proposers or to withdraw the proposal if in the interests of the Agency.

1.10 Joint Effort Proposals

Joint effort proposals **will not** be considered.

1.11 Proposal Included as Part of Agreement

RHBT anticipates making this RFP and respondent’s proposal part of the actual contractual agreement by reference.

1.12 Litigation Bond

Each Proposer responding to this RFP is required to submit a litigation bond in the amount of 5% of submitted bid made payable to the State of West Virginia Retiree Health Benefit Trust. A surety company licensed to do business in the State of West Virginia with the West Virginia Insurance Commission, on a form acceptable to the State, and countersigned by a West Virginia Resident Agent must issue this bond. The only acceptable alternate forms of the bond are (1) company certified check (not an individual) and (2) a cashier’s check.

The purpose of the litigation bond is to discourage unwarranted or frivolous lawsuits pertaining to the award of a contract from this RFP. Secondly, the bond provides a mechanism for the State of West Virginia, the Agency, and its officers, employees, or agents thereof to recover damages, including (but not limited to) attorney fees, loss of revenue, loss of grants or portions thereof, penalties imposed by the federal government and travel expenses which may result from any such litigation. A claim against the bond will be made if the Proposer contests the award in a court of competent jurisdiction and the grounds are found to be unwarranted or frivolous based on the facts of the award or applicable law as determined by the court. The bond or alternate form must remain in effect for two years from the proposal submission date. After six (6) months, each Proposer may request, and the State anticipates granting, a release of the litigation bond. However, the Proposer will be required to provide a release (signed and notarized in a form that is acceptable to the State) prior to release of the bond which states that the Proposer will not sue. Failure to submit an appropriate bond or alternate bond with the proposal at the time of bid opening will result in automatic disqualification of the Proposer’s proposal and the proposal will be considered non-responsive.

1.13 Bidder's Total Waiver of Legal Challenge

Bidder may be relieved of this requirement by completing the waiver form that is attached to this document as Attachment A.

Section 2

Nature of Services Required

2.01 Purpose

The purpose of this solicitation is to acquire OPEB valuation services of June 30, 2015 and ensure compliance with the reporting requirements of the Governmental Accounting Standards Board (GASB) Standards 43 and 45 pronouncements and any other such requirements which are announced prior to the completion of this valuation.

2.02 Required Services

The following services are to be provided:

- 1) Perform actuarial valuation of the WV OPEB plan as prescribed by GASB 43. This valuation shall occur at a minimum every two years, or as the Board deems necessary.
 - (a) Actuaries will be provided with billing files from RHBT, claim files from vendors and a sick and annual leave warehouse file from WV Financial Accounting and Reporting Section. The leave warehouse has required significant reasonableness analysis by the current actuarial firm. Due to data integrity issues in the past with this file, developing assumptions based on 'clean' data is necessary. The sick and annual leave file is generally not available until October.
 - (b) Some retirees have the ability to choose between health insurance premiums or additional years of service credits for their pension in converting their leave. The sick and annual leave conversion requires the development of a methodology that will create an accurate representation of the choice a retiree will make with their leave balance.
 - (c) RHBT will anticipate completion of the valuation report by December 31 each year. Actuary will be asked to formally present the report to the WV PEIA Finance Board.
- 2) Prepare necessary information for inclusion in the States' Comprehensive Annual Financial Report (CAFR) and the RHBT Basic Financial Statements, Required Supplementary Information, and Other Financial Information.
- 3) Ensure actuarial reporting is in compliance with the requirements of the Governmental Accounting Standards Board (GASB) Standards 43 and 45 for RHBT and its participating employers.

Section 3

Mandatory Qualifications of Actuarial Firm

3.01 Minimum Requirements of Firm

The following information must be provided in the bid proposal to be considered. Failure to provide this data will result in disqualification.

- 1) The supervising actuary must meet the American Academy of Actuaries Qualification Standards, be a Fellow of the Society of Actuaries and an Associate of the American Academy of Actuaries.
- 2) The supervising actuary must have significant prior experience in performing actuarial valuations for OPEB plans for government agencies with at least \$100 million in annual health insurance premiums or claims expense.
- 3) The bidding firm must meet all requirements imposed by West Virginia and other local laws, rules, and regulations, including not having a delinquent tax liability of any nature with the State of West Virginia.
- 4) The bidding firm must be compliant with the Actuary Code of Professional Conduct to adhere to high standards of conduct and practice.
 - a) The bidding firm must be qualified to issue a Public Statement of Actuarial Opinion in accordance with the Qualification of the American Academy of Actuaries (AAA) and to undertake this project according to Precept 2 of the Code of Professional conduct of the AAA.

Section 4

Guidelines for Proposal

4.01 Required Contents of Proposal to Provide Actuarial Services

For any bid to be considered, the bidder **must** submit the following information:

1. Background information of your firm including services it performs, ownership structure, the size of your firm and the location of the staff that will perform the services.
2. Disclose any disciplinary action, or litigation taken against the firm, or firm's staff regarding professional services.
3. A description of the services to be provided as described in Section 2.02 of this document, including the methodologies and/or models that would be used.

4. A detailed timeline of the project identifying key phases and estimates of the hours per phase.
5. The firm must demonstrate its experience with descriptions of previous valuation projects including the plan size and a brief description of the client, name of the primary actuaries that performed the work on this project and client reference information (contact person, email, phone number) for verification of the experience purported.
6. A prior OPEB valuation report compliant with GASB completed by your firm in the past 2 years.
7. A positive statement that the actuary has met each of the minimum qualifications set forth in Section 3.
8. Resumes for the key personnel who will be assigned to this engagement.
9. A discussion that provides evidence of the bidder's knowledge of the state, regional, and national healthcare market.
10. The cost proposal and technical proposal must be submitted in separate and clearly labeled envelopes.
11. Completion of the Bid Form in Section 5. This cost will be used to determine the cost portion of the proposal's score.
12. The No Debt Affidavit, Attachment B, WV-96, Attachment D, and the Business Associates Agreement (BAA), Attachment E, must be agreed to and signed by the successful firm.
13. Please provide an overview of your firm's transition plan if the contract is not renewed in the future.

Section 5

Evaluation Procedure

5.01 Evaluation Process

The following process will be used to evaluate vendor proposals:

1. A review committee will evaluate by consensus scoring each proposal submitted in response to these bid specifications.
2. Responses received within the time frame and in the form specified by the guidelines will first be evaluated to confirm that all proposal sections, as detailed, have been provided in the bid response. Any vendor failing to provide all required information will be eliminated from further consideration.

3. Each proposal will be reviewed and points awarded to all items indicated on the **PROPOSAL EVALUATION FORM**. Any proposal component may be awarded points not to exceed the maximum specified on the **PROPOSAL EVALUATION FORM**. The total technical score available is 70 points. Bidders failing to obtain a minimum score of 49 points will be disqualified.
4. All proposals will begin with the maximum points available and then reduced for any necessary reductions. Each proposal component will be summed to obtain a total figure.
5. RHBT, at its option, may elect to conduct interviews with the top rated bidder(s). There are no points specifically assigned to the interview. The purpose is to confirm and/or clarify responses to the RFP.

5.02 State's Rights

Vendors should note the State reserves the right to modify this evaluation structure if it is deemed necessary, or request additional information from vendors. It is the intention of the State to select the most qualified and cost-effective proposal based on the evaluation of the vendor's responses to this RFP. However, the State reserves the right to accept or reject any or all of these proposals, in whole or part. The State reserves the right to ask vendors for additional information and/or an oral presentation to clarify their proposals.

5.03 Cost Evaluation

The cost evaluation will be based on examination by the Evaluation Committee of each respondent's stated cost components, and will constitute 30% of the overall proposal's evaluation. This is a fixed cost contract. Billing is to be submitted with the detail by staff member of hours worked on each task. The total paid to the selected vendor will not exceed the proposed cost in any fiscal year unless both parties agree.

Cost scoring will be determined as follows:

1. Cost proposals must be provided in a separate envelope clearly labeled, "Cost Proposal".
2. The respondent submitting the lowest bid will receive the maximum 30 points.
3. All other respondent's will be evaluated by use of the following formula:

Lowest Cost of All Proposals

Cost of Proposal Under Evaluation X 30 points = Respondent's Score

5.04 Proposal Evaluation Form

	①	②
General Proposal Categories	Possible Points	Reviewer's Score
Description of Services to be Performed	5	
Experience with Similar Proposals	30	
Experience of Personnel Assigned	25	
Knowledge of GASB 43/45 and the State, Regional and National Healthcare Market	10	
Total Technical Score	70	
Cost Proposal	30	
Total Possible Points	100	

If a vendor fails to respond to any required component of the RFP, the vendor's proposal will be eliminated from consideration.

5.05 Bid form

Name of Proposing Firm:

Task	Hours	Total Proposed Cost Per Year
Bi-Annual OPEB Plan Actuarial Valuation		

Hourly Rates and Projected Work Distribution Assigned Staff:

	Hourly Rate	Projected Distribution
Partner	\$	
Senior Actuary	\$	
Staff Actuary	\$	
Administrative Staff	\$	
Total	N/A	100%

The hourly rates listed are considered firm for Fiscal Year 2015. Ancillary expenses (travel, meals, lodging, etc.) are to be included in proposed hourly rates.

Exhibits (Links Provided)

Exhibit I: West Virginia Public Employees and West Virginia Retiree Health Benefit Trust Insurance Act

[West Virginia Public Employees Insurance Act](#)
[West Virginia Retiree Health Benefit Trust Fund](#)

Exhibit II: West Virginia Retiree Health Benefit Trust Financial Plan for Fiscal Year 2015

[West Virginia Retiree Health and Benefit Trust Financial Plan for Fiscal Year 2015](#)

Exhibit III: West Virginia Retiree Health Benefit Trust Fiscal Year 2014 Basic Financial Statements, Required Supplementary Information and Other Financial Information

[West Virginia Retiree Health Benefits Trust FY 2014 Basic Financial Statements, Required Supplementary Information and Other Financial Information](#)

Exhibit IV: West Virginia Public Employees Plan Year 2015 Summary Plan Descriptions and Shopper's Guide

[PEIA Plan Year 2015 Summary Plan Description](#)
[PEIA Plan Year 2015 Shopper's Guide](#)

Exhibit V: West Virginia Retiree Health Benefit Trust June 30, 2013 OPEB Valuation

[West Virginia Retiree Health Benefits Trust June 30, 2013 OPEB Valuation](#)

Exhibit VI: West Virginia Consolidated Public Retirement Board (CPRB) July 1, 2013 Actuarial Valuations

[West Virginia Public Employees' Retirement System](#)
[West Virginia Teachers' Retirement System](#)
[West Virginia Department of Public Safety Death, Disability and Retirement Fund \(Plan A\)](#)
[West Virginia State Police Retirement System \(Plan B\)](#)
[West Virginia Judges' Retirement System](#)
[West Virginia Deputy Sheriff Retirement System](#)
[West Virginia Emergency Medical Services Retirement System](#)
[West Virginia Municipal Police and Fire Retirement System](#)