APPROVED **SHIFMC/21/RD.266 Cont.**

STAFF HEALTH INSURANCE FUND

Record of Decisions
of the 266th Cont. meeting of the Management Committee

Wednesday, 6 October 2021

at 9.30 a.m., Virtual meeting

Present:

Representing the insured persons of the ILO:

Mr. Pierre Sayour (Titular member)
Ms. Mireille Ecuvillon (Titular member)
Ms. Catherine Comte-Tiberghien (Titular member)
Ms. Elisabeth Fombuena (Substitute member)
Ms. Azza Taalab (Substitute member)
Ms. Lisa Morgan (Substitute member)

Representing the Director-General:

Mr. Luca Bormioli (Titular member)
Mr. Tilmann Geckeler (Titular member)
Mr. Fikri Gurzumar (Titular member)
Mr. Giuseppe Zefola (Substitute member)

Other attendees:

Mr. Florian Léger, SHIF Executive Secretary
Ms. Corinne Michoud, SHIF Secretary
Ms. Heather Harris, SHIF Claims Supervisor

Apologies for absence were received from:

Representing the ILO Administration:
Mr. Sietse Buijze (Substitute member)

The meeting opens at 9.35 a.m. and is chaired by Mr. Fikri Gurzumar, Vice-Chairperson of the MC.

Item 4: Update from the Working Group on Governance
(SHIF/MC/21/266/4)

The rapporteur of the Working group on Governance concludes the presentation on the package of proposed amendments.

The Management Committee approves the proposals made by the Working Group on Governance and approves the amendments to the SHIF Regulations and Administrative Rules outlined in SHIF/MC/21/266/4 based on the revised version to be circulated by the Secretariat, including the modifications agreed upon during the MC discussion. (see Appendix I to this Record of Decisions).

Item 5: Follow-up: proposal to purchase a global tele-medicine service on a pilot basis
(SHIF/MC/21/266/5)

At its 265th meeting, the SHIF Management Committee discussed the use of funds reimbursed to the Fund by a Health Care Provider in Geneva to compensate for billing errors in specific instances resulting in overcharges to a small number of SHIF insured members over a protracted period time.

A representative of the administration proposed that some of the funds received from the Health Care Provider be used to finance a pilot initiative to introduce global tele-medicine services as a complimentary service free-of-charge for insured members. While medical consultations undertaken through on-line or telephone facilities are already reimbursed by the SHIF at 80% rate, provided the services meet the requirements of the Schedule of Benefits, this pilot initiative seeks to build from lessons learnt from the COVID-19 pandemic and make telemedicine more directly accessible to all SHIF members, through a reliable provider which will charge the Fund directly with an annual fee rather than billing insured members individually. This initiative is based on the experience of some of the other UN organizations who already provide telemedicine services to their insured population, at no additional cost for the members, under their existing health insurance plans.

It was agreed that the SHIF Secretariat would solicit a few informal commercial proposals from reputed providers with international coverage. Two proposals were received (from Henner Group and CIGNA, both already providing services to the SHIF and the ILO) and were circulated to MC members. ES presents the two proposals. It was noted that these proposals were obtained through informal request for information. No formal competitive bidding was undertaken under the applicable ILO rules.

ES notes that the two proposals are relatively similar with small differences in the languages available (for telephone and video consultations) and in response time. The cost structure is slightly different as one is per family per month and the other proposal is per insured per month.

The Management Committee unanimously agrees to pursue this initiative. Having considered the two proposals, several MC members consider that HENNER's offer is the one that meets more comprehensively the needs of the SHIF insured members. It is also noted that Henner is already a service provider used by the SHIF. On this basis, the MC requests the Secretariat to take necessary action to select Henner Group as a tele-medicine provider for a one-year pilot period. To this end, the Secretariat is asked to prepare more specific Terms of Reference of the services to be provided for this initiative and liaise with ILO-Procurement to request for a Waiver of Formal Competition in accordance with the ILO Financial Rules with the following justifications:

- It would be a one-year pilot;
- The SHIF has the Funds to pay for the services;
- The SHIF has already a contract with Henner and the implementation cost would be minimal as an interface to share insured members' affiliation data is already in place;
- This pilot initiative has to be launched as soon as possible to maximize benefit to insured members, especially in those countries that are still hugely affected by the COVID-19 pandemic with limited healthcare resources.

Item 6: SHIF Draft Financial situation as of 30.06.2021 and technical results for the period 01.01.2021-30.06.2021
(SHIF/MC/21/266/6)

A representative of the administration presents the draft financial situation as of 30.06.2021 and the technical results for the period 01.01.2021-30.06.2021. The Guarantee Fund amounts to USD 67.7 million, a decrease of USD 3.5 million compared to 31.12.2021, largely explained by exchange rate fluctuations and investment income less favourable than in 2020 where the net investment income was USD 6.3 million.

Item 7: Follow up to the Internal Audit Report on the SHIF: proposal to change SHIF Regulations regarding cash payment
(SHIF/MC/21/266/7)

The Management Committee continues the discussion started at the 264th meeting of the Management Committee and approves the amendments to the SHIF Regulations and Administrative rules proposed in document ref. SHIF/MC/21/266/7 based on the revised version to be circulated by the Secretariat (see Appendix II to this record of decisions).

Item 8: Any other Business: General Meeting of insured persons in 2021

The Management Committee decides to hold a General Meeting of insured persons on Tuesday 14th December 2021.

The meeting ends at 11.30 a.m.

ANNEX I

to the Draft Record of Decisions of the 266th Cont. MC meeting held on 06.10.2021

Re: Item 4 – Update from the Working Group on Governance

Proposed amendments to the SHIF Regulations and Administrative Rules as outlined in SHIF/MC/21/266/4, approved by MC members

REVISED – 7 October 2021
SHIF MC – Working group on Governance

Proposed Amendments to the SHIF Regulations and Administrative Rules

ARTICLE 2.11

~~Forfeiture and s~~Suspension and forfeiture of ~~benefits~~entitlements

1. By decision of the Management Committee, an insured person's entitlement to certain benefits may be ~~forfeited or~~ suspended in whole or in part~~,~~if the person does not comply with the provisions of these Regulations and the Administrative Rules, including: ~~subject to the provisions of article 5.3~~:

(~~a) if he/she does not comply with the provisions of these Regulations and the Administrative Rules;~~

(~~b) if it is proved that he/she fraudulently attempted to obtain benefits to which he/she was not entitled;~~

(a~~e~~) if ~~he/she~~the person or ~~one of his/her~~the person's dependant~~s~~ protected by the Fund refuses to undergo a medical examination as requested by the Management Committee or the Medical Adviser of the Fund; or

(b~~d~~) if ~~he/she~~the person is in arrears in the payment of voluntary contributions.

2. Pending decision by the Management Committee in any of the cases referred to in paragraph 1, the Executive Secretary may provisionally suspend the payment of the benefits concerned for a period not exceeding four months and shall in such case inform the Chairperson of the Management Committee accordingly.

3. The insured person shall be informed of any decision to suspend his or her benefits.

~~3~~4. If the Management Committee considers that the situation justifying the suspension of the payment of the benefits concerned is unlikely to be resolved within a reasonable time, it may decide that the entitlement is forfeited.

ARTICLE 2.11BIS

Fraud against the Fund

1. If, following an initial review, the Secretariat has a serious suspicion that an insured person or a dependant protected by the Fund fraudulently[1] obtained or attempted to obtain benefits to which the insured person was not entitled, the Executive Secretary shall report the case to the Treasurer and the Chief Internal Auditor. The case shall be dealt with in accordance with the Organizations' applicable regulations and rules.

[1] The term "fraud" is defined as any act or omission whereby an individual or entity knowingly misrepresents or conceals a fact (a) in order to obtain an undue benefit or advantage or avoid an obligation for himself, herself, itself, or a third party, and/or (b) in such a way as to cause an individual or entity to act, or fail to act, to his, her or its detriment. (ILO Office Directive IGDS Number 69 (Version 3), *Anti-fraud and anti-corruption policy*, of 19 October 2017).

2. The payment of the benefits concerned by the alleged fraud shall be suspended in accordance with article 2.10, paragraph 4, and the insured person shall be informed accordingly. If and when the duration of the suspension becomes likely to exceed four months, the Secretariat shall inform the Management Committee, which may decide to maintain or to end the suspension of the benefits concerned.

ARTICLE 2.11TER

Expulsion from the Fund or termination of coverage in case of fraud or arrears

1. The Management Committee may expel from the Fund a person voluntarily insured in accordance with article 1.3 or terminate the coverage of a person voluntarily covered in accordance with article 1.6 if:

(a) it is established following an investigation that the person fraudulently obtained or attempted to obtain benefits to which he or she was not entitled, or assisted another person to do so; or

(b) if the total amount of arrears in contributions due in respect of the person concerned exceeds, without valid reasons, the amount of contributions due for the last [six] months.

2. Expulsion from the Fund or termination of coverage under this article is without prejudice to the Fund's right to recover any funds due to it from the insured person concerned.

[…]

ARTICLE 3.7

Deduction and transfer of contributions

[…]

~~4. If contributions due from a voluntarily insured person are in arrears for six months, that person and his/her dependants shall thereupon cease to be protected by the Fund.~~

ARTICLE 4.6

Decisions of the Management Committee

1. Except as provided in paragraph 2, decisions of the Management Committee shall be taken by a simple majority of the votes cast. ~~When an equal number of votes are cast for and against a motion the Chairperson shall have a casting vote.~~

2. The approval of proposed amendments to these Regulations shall require a majority vote of the members representing the insured persons present at the meeting as well as a majority vote of the members representing the Director-General of the ILO present at the meeting.

3. No decision shall be valid unless at least three members representing the insured persons and three members representing the Director-General are present at the meeting.

ARTICLE 4.7

Responsibilities of the Management Committee

1. The Management Committee, in carrying out its general responsibilities for managing the Fund, shall in particular be responsible for:

(a) determining the policy of the Fund in the light of its objects;

(b) considering questions concerning the health insurance of ILO officials and of their dependants, including proposals made by the insured persons or by the ILO;

(c) drawing up and approving proposals for amendments to these Regulations;

(d) applying the measures provided for in these Regulations for maintenance of the financial equilibrium of the Fund;

(e) maintaining contact with insured persons, by means of general meetings, consultation in writing or otherwise;

(f) obtaining such medical, technical, actuarial and legal advice as it deems necessary from the services of the organization;

(g) making such Administrative Rules as may be necessary for the detailed application of these Regulations;

(h) interpreting these Regulations and ruling ~~i~~on any case referred to it by its Standing Subcommittee, or by an insured person in accordance with ~~but without prejudice to the disputes procedure provided for in~~ article 5.3;

(i) presenting an annual report on the operation of the Fund to the Director-General of the ILO and to the insured persons.

2. The Management Committee shall appoint a Standing Subcommittee to which it may delegate responsibility for certain aspects of the management of the Fund.

[…]

ARTICLE 4.11

Responsibilities of the Standing Subcommittee

1. Subject to the general authority of and any particular directives from the Management Committee, the Standing Subcommittee shall be responsible for:

(a) administering such aspects of the management of the Fund as the Management Committee may delegate to it;

(b) interpreting these Regulations and the Administrative Rules of the Fund, subject to review by the Management Committee ~~and without prejudice to the disputes procedure provided for in article 5.3~~;

(c) supervising the work of the Executive Secretary of the Fund and ruling on any case ~~brought to its notice~~referred to it by ~~him/her~~the Executive Secretary, or ~~and on any appeal~~ by an insured person in accordance with article 5.3~~against the decision of the Secretary, subject to review by the Management Committee and without prejudice to the disputes procedure provided for in article 5.3~~.

2. The Standing Subcommittee shall submit to the Management Committee any question upon which it does not reach unanimous agreement as well as any cases on which, having regard to the importance of the issues raised, it considers that the decision should be taken by the Management Committee itself. It shall report on its activities, orally or in writing, at each meeting of that Committee.

[…]

ARTICLE 4.16

General meeting

1. A general meeting of insured persons ~~may~~ shall be convened ~~at any time~~ by the Management Committee at regular intervals, at least once every two years; it shall also be convened on the request of a majority of the titular and substitute members of the Management Committee representing the insured persons or on the written request of 100 insured persons.

2. Every insured person shall be entitled to participate in a general meeting.

3. Any conclusions which may be reached at a general meeting shall be of an advisory nature. They shall be brought before the Management Committee at its next meeting for its consideration of any appropriate action.

ARTICLE 4.17

Amendments

1. Proposals for amendment to these Regulations shall be approved by the Management Committee in accordance with article 4.6, paragraph 2.

2. Any proposed amendment approved by the Management Committee shall be notified to the insured persons. Upon the written request of 200 insured persons received by the Management Committee within three weeks after such notifications, the Management Committee shall submit the proposed amendment in writing to the insured persons for vote. If ~~more than two-thirds~~ the majority of the votes cast are against the proposed amendment and at least ~~30 per cent~~ one third of all insured persons have voted, the amendment shall not be proceeded with.

3. No amendment shall take effect unless approved by the Director-General of the ILO.

ARTICLE 4.18

Arbitration Board

1. Upon the request of a majority ~~either~~ of the ~~titular and substitute~~ members of the Management Committee representing the insured persons or of those representing the Director-General of the ILO, an Arbitration Board shall be constituted to consider a question which the Management Committee has been unable to resolve or on which a proposed amendment to these Regulations duly approved in accordance with paragraphs 1 and 2 of article 4.17 has not been approved by the Director-General.

2. [...]

ARTICLE 5.3

Review of decisions at the request of insured persons

1. An insured person may require a decision of the Executive Secretary concerning the insured person or his or her dependants to be reviewed by the Standing Subcommittee, if the request is filed within six months from the notification of the decision to the insured person.

2. If an insured person disagrees with a decision taken by the Standing Subcommittee in his or her case, he or she may request its review by the Management Committee within one month from the notification of the decision to the insured person.

ARTICLE 5.4~~3~~

Disputes on questions of a medical nature

1. The Management Committee shall, in principle, accept the conclusions of the medical practitioner in attendance. It shall have the right, however, to have the patient re-examined by the Medical Adviser or a medical practitioner appointed by it, whenever this appears necessary and after notifying the medical practitioner in attendance.

2. If the conclusions of the medical practitioner in attendance and those resulting from the re-examination differ, or if an insured person contests other conclusions of the Medical Adviser, the insured person concerned may require that the case shall be considered by a committee composed of a medical practitioner designated by him/her, of the Medical Adviser and of a third medical practitioner designated by the first two. The parties shall be bound by the conclusions of this committee. Payments of the fees of the third medical practitioner shall be equally divided between the insured person and the Fund.

ARTICLE 5.5

Disputes on questions other than of a medical nature

~~3~~1. In cases other than those required to be submitted to the committee specified in ~~paragraph 2~~article 5.4, an insured person may require a decision of the Management Committee concerning the application to him~~/~~ or her of these Regulations to be referred to an Appeals Board if such request is filed within one month from the notification of the decision. ~~composed of five members of the staff of the ILO, namely:~~

2. The Appeals Board shall be composed of insured persons of the Fund who are not members of the Management Committee or of the Secretariat, appointed by the Management Committee as follows:

(a) ~~two~~ at least four persons chosen by the members of the Management Committee representing the insured persons~~from persons who are not members of that Committee~~;

(b) ~~two~~ at least four persons chosen by the members of the Management Committee representing the Director-General~~designated by the insured person concerned~~;

(c) at least two persons chosen by decision of the Management Committee to serve as ~~a~~ Chairpersons of the Appels Board~~chosen by the above four persons or, in case of disagreement, by the Director-General of the ILO~~.

3. Each appeal shall be examined by a panel composed of two of the persons appointed under paragraph 2(a), two of the persons appointed under paragraph 2(b) and one of the Chairpersons appointed under paragraph 2(c).

4. The Appeals Board shall be assisted by a secretariat distinct from the Secretariat of the Fund, which shall receive any appeal, convene, in accordance with objective criteria, a panel of the Appeals Board to hear each appeal, and facilitate communications between the panel and the parties.

5. The Appeals Board shall take a reasoned decision on each appeal based on a thorough, objective and impartial examination of the case file~~, in its decisions,~~ and applying these Regulations.

6. The Appeals Board shall follow the procedure set out in the Administrative Rules, which shall ensure that the proceedings are conducted in a transparent and fair manner. The decisions shall be adopted by ~~a~~the majority of ~~all~~ the members of the panel examining the appeal~~Board~~.

~~4~~7. There shall be no further appeal from the decisions of the Appeals Board. ~~The decisions shall be adopted by a majority of all the members of the Board.~~

8. The expenses necessary for the proceedings of the Appeals Board, including the costs of the secretariat, shall be borne by the ILO.

[…]

ARTICLE 5.64

Effective date of these Regulations

[…]

Appendix II

Rules for elections

[…]

Settlement of disputes

18. The electoral officers shall examine all comments and complaints concerning the organization of the election and election procedures, and shall take any measure they deem necessary to ensure the regularity of the election. Their decision is final, except when the election result is contested in accordance with the paragraphs below.

19. The election result may be appealed before ~~an~~ the Appeals Board provided for in article 5.5~~3*bis*~~ of the Regulations, whose decisions cannot be further appealed.

20. To be receivable, any appeal against the election result must:

(a) be presented with reasons specified and submitted in writing to the ~~Executive Secretary of the Fund~~Appeals Board by a candidate, or a person insured by the Fund who has a cause of action, or by the Management Committee; and

(b) be made within ten working days of the announcement of the election results.

~~21. The Executive Secretary of the Fund shall set up an Appeals Board composed of three insured persons, excluding the appellant or appellants, the electoral officers, the candidates to the election and the members of the Management Committee, namely:~~

~~(a) one person designated by the appellant or appellants;~~

~~(b) one person designated by the electoral officers;~~

~~(c) one chairperson designated by the two above-designated persons or, in the event of a disagreement that lasts for over 10 working days, by the DirectorGeneral of the ILO.~~

21~~2~~. The decision of the Appeals Board ~~shall be adopted by a majority and~~ shall either:

(a) uphold the election result, without making a recommendation; or

(b) uphold the election result, with an accompanying recommendation that shall then be examined by the incoming Management Committee; or

(c) cancel the election completely or partially; the Chairperson of the outgoing Management Committee, as well as the Director-General of the ILO, shall be notified of this decision; or

(d) invalidate a candidate's election and, where appropriate, render him/her ineligible for a certain period.

22~~3~~. The election shall not be completely or partially cancelled if it is clear that an observed irregularity did not influence the election results.

23~~4~~. The Appeals Board shall reach a decision within 30 working days of its constitution. Should the Appeals Board be unable to reach a decision within this period, the appeal, together

with an explanatory note on the reasons for the Board's failure to reach a decision within the given period, shall be sent to the Director-General of the ILO for decision. The decision reached by either the Appeals Board or the Director-General of the ILO is irrevocable.

24. Should the election be completely or partially cancelled, members of the outgoing Management Committee who represent insured persons shall remain in office for a sixth-month period commencing on the date the Chairperson of the Committee receives notification from the Chairperson of the Appeals Board of the decision to cancel the election. During this period, the Management Committee shall deal with the day-to-day running of the Fund and organize new elections, full or partial as applicable, the results of which must be announced before the end of the six-month period.

Administrative Rules

[…]

Chapter IV (Administration)

[New article]

ARTICLE 4.18

Arbitration Board

The composition of the panel provided for in article 4.18, paragraph 2, of the Regulations shall be reviewed and endorsed by the Management Committee at least at the beginning of every new term of office of the members representing the insured persons.

Chapter V (Miscellaneous)

[…]

[New article]

ARTICLE *5.5*

Disputes on questions other than of a medical nature

The members of the Appeals Board provided for in article *5.5*, paragraph 2, of the Regulations shall be nominated for a term of three years, renewable once. If it is not possible to fill a vacancy in due time, the Management Committee may exceptionally extend the term of a member until the vacancy is filled.

Revised - 7 October 2021

ANNEX II

to the Draft Record of Decisions of the 266th Cont. MC meeting held on 06.10.2021

Re: Item 7 – Follow up to the Internal Audit Report on the SHIF: proposal to change SHIF Regulations regarding cash payment

Proposed amendments to the SHIF Regulations as outlined in SHIF/MC/21/266/7, approved by MC members

DRAFT – Amendments to the SHIF Regulations

Rationale for change: to implement internal audit recommendation regarding reimbursement of medical expenses paid in cash and proof of payment, taking into account the worldwide coverage of the Fund and the fact that payment methods/requirements vary from country to country. To specify the modalities for advance/deposit payment to health care providers.

Proposed amendments to the Administrative rules:

ARTICLE 2.10

Payment of benefits

1. In accordance with article 1.1, paragraph 2, benefits shall normally be paid only to the insured person. In exceptional circumstances, payment may be made to the person who has actually paid the expenses in respect of which reimbursement is claimed.

2. Benefits shall ~~normally~~ become payable once ~~on submission of evidence that~~ the expenses giving rise to reimbursement ~~under these Regulations~~ have been paid by the insured person, unless the Executive Secretary authorizes reimbursement of a bill before its payment, taking into account the billing system applicable in the country where the medical expense is incurred. Bills exceeding US$ 1,000.00 paid in cash shall not be reimbursable unless exceptionally authorized by the Executive Secretary, taking into account specific requirements applicable by medical providers in the country where the expenses are incurred. ~~Where proof of payment is not given at the same time as the request for reimbursement, the insured person may be called upon to furnish all necessary elements of proof. In exceptional circumstances advances on benefits may be authorized for obligations already incurred.~~

3. Normally insured persons shall provide proof of payment of the expense for which they claim reimbursement. Where proof of payment is not submitted together with the request for reimbursement, the insured person may be called upon to furnish all necessary elements of proof.

4~~3~~. Bills sent to the Fund more than 21 months after the date when they were made out or more than 27 months after the completion of the treatment to which they refer shall not entitle the insured person to receive benefits from the Fund. Bills sent to the Fund more than nine months after an insured person has left the Fund shall not be reimbursed regardless of the date at which the treatment to which they refer was given or the date when they were made out.

5~~4~~. Where doubts exist as to the authenticity or accuracy of a bill or as to entitlement to benefit, benefit shall not be paid unless and until the insured person provides information that satisfactorily removes such doubts.

6~~5~~. Any sums in excess of the entitlements to benefits laid down in these Regulations paid by the Fund, shall be repaid to the Fund by the insured person, in the same manner as provided in article 2.10bis, paragraph 2.

ARTICLE 2.10BIS

Agreements between the Fund and providers of services

1.The Fund may enter into agreements with providers of services in order to develop means which appear from time to time desirable for the proper administration of the Fund and prompt delivery of services. Such agreements may contain arrangements to guarantee bills and/or to make payment of the sums guaranteed directly to particular providers or classes of providers of services.

2. Where arrangements to pay benefits directly to providers are made, the following conditions shall apply:

(a) bills presented to the Fund by the provider shall be paid directly by the Fund to the provider;

(b) where the insured person is a serving official, the part of the bill for which he/she is responsible shall be paid to the Fund by the Organization employing the insured person and be deducted from his/her salary;

(c) any other insured person shall repay to the Fund the part of the bill for which he/she is responsible; if he/she fails to do so within one month of being requested, the Fund may set off the amount due to it against benefits payable to him/her or take other appropriate action.

3. Where arrangements in accordance with paragraphs 1 and 2 cannot be made, the Fund may exceptionally authorize an advance payment to the provider based on a pro-forma invoice. In such cases, the insured person remains responsible to settle any balance of the bill and to submit a claim for reimbursement to the Fund.