



**Public Employees Insurance Agency
for the
State of West Virginia**

**Request for Proposal
Life Insurance and
Accidental Death & Dismemberment Services**

September 17, 2021

RFP Purchasing # PEI2200000001

Section I
General Information

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General Information

Background

The Public Employees Insurance Agency (PEIA) was established under Article 16 of the West Virginia Code (<http://www.legis.state.wv.us>). Its mandate is "...to encourage and promote a uniform partnership relation between all employers and employees participating in the insurance plan or plans formulated under the provisions of this article and constituting the insurance program..." Employers are eligible to participate in this plan and in doing so offer basic group life and accidental death and dismemberment (AD&D) insurance to an estimated 120,000 active and retiree policyholders (*retiree members are not eligible for the accidental death and dismemberment benefit*) as well as optional and dependent group life and accidental death and dismemberment coverage to approximately 220,000 covered lives. The following employers are eligible to participate in the PEIA plan:

- State of West Virginia
- West Virginia Legislature
- West Virginia State colleges and universities
- County boards of education to include elected members of the boards of education
- Counties, cities, or towns
- Comprehensive community mental health centers and mental retardation centers authorized pursuant to section one, article two-a, chapter twenty-seven (27-2-1) of the West Virginia Code and which is supported in part by state, county, or municipal funds, and
- Other individuals and government bodies specified in the West Virginia Code Chapter 5, Article 16.

Objectives

It is the PEIA's goal to procure proposals which comply with the minimum requirements outlined in this RFP from qualified vendors for its fully insured life insurance plans:

- Basic life insurance
- Basic accidental death and dismemberment
- Optional life insurance
- Optional accidental death and dismemberment
- Optional dependent life and AD&D insurance

Plan design illustrated in Exhibit A

Section II

Bidding Instructions

Intent to Bid

After you have received and reviewed this Request for Proposal (RFP), reply by September 29, 2021, with your intention to submit a proposal and your ability to administer the plan as outlined. Your reply will be accepted in written hard copy, e-mail or FAX form and should be submitted to Thomas J. Marchio as indicated below.

Proposal Submission

Proposals are due prior to 4:00 p.m. Eastern Daylight Time on November 30, 2021. One (1) hard copy and one (1) electronic copy (thumb drive) of the completed proposal should be sent as indicated below. Proposers should allow sufficient time for mail delivery to ensure timely arrival. The PEIA cannot waive or excuse late receipt of a proposal that is delayed and late for any reason. Proposals and/or unsolicited amendments that are submitted after the stated time and date will be disqualified from the proposal process and returned to the sender unopened. Proposals submitted directly through a broker or agent will not be considered and multiple bids from the same vendor will constitute grounds for disqualification.

The proposal package along with the Purchasing Affidavit and Litigation Waiver (Exhibits E and F) are to be sent to the attention of Thomas J. Marchio and is to be clearly marked "Confidential – Bid Enclosed":

Thomas J. Marchio
WV Public Employees Insurance Agency
601 57th Street, SE, Suite 2
Charleston, WV 25304-2345

Telephone: (304) 558-7850, Ext. 72635
FAX: (304) 558-2470
E-mail: thomas.j.marchio@wv.gov

Note: The PEIA reserves the right to cancel or amend this RFP, to accept or reject any and all proposals, in whole or part, received in response to the RFP, to waive or permit cure of minor irregularities. If it becomes necessary to revise this RFP, amendments will be provided to all prospective proposers that were sent this RFP or otherwise are known by the PEIA to have obtained this RFP. Acknowledgement of the receipt of all amendments to this RFP must accompany the proposer's proposal.

Section II

Bidding Instructions

Questions

Questions regarding this RFP will be accepted in written hard copy, e-mail, or FAX) form until 4:00 p.m. Eastern Daylight Time on October 8, 2021, and must be addressed to:

Thomas J. Marchio
WV Public Employees Insurance Agency
601 57th Street, SE., Suite 2
Charleston, WV 25304-2345
Telephone: (304) 558-7850, Ext. 72635
Fax number: (304) 558-2470
E-mail: thomas.j.marchio@wv.gov

All verbal representations are to be considered unofficial responses and will not be binding. Only the information issued in writing and added to the Request for Proposal specifications are binding. No questions of any kind will be accepted after the deadline. Questions regarded by the PEIA to be essential in responding to this RFP will be answered within Five (5) business days of the question period deadline. Questions and answers will be provided to all competing vendors.

Compliance with Specifications

Your response to this RFP must address all items requesting information. Failure to respond to a requested item or failure to provide a thorough answer may subject your proposal to a lower ranking or disqualification. Answers such as “yes”, “no”, “we comply”, “see attached brochure” or the like are not acceptable answers. In addition, you are expected to duplicate the benefits and administrative arrangements requested here. If you are unable to meet all of these requirements, your proposal must clearly note each variation.

If your proposal describes services that are under development, the development process and projected implementation dates must be clearly described.

Commissions

No commissions or finder’s fee, or any combination thereof, shall be paid to any individual or agent; but this shall not preclude an underwriting insurance company or companies, ***at their own expense***, from appointing a licensed resident agent, within the state, to service the companies’ contracts.

Commissions reasonably related to actual service rendered for the agent or agents may be paid by the underwriting company or companies: *Provided, however*, that in no event shall payment be made to any agent or agents when no actual services are rendered or performed.

Please provide an explanation of any compensation paid to an agent or agents of the company and the services which that individual will be performing, if applicable to your proposal.

Section II

Bidding Instructions

Lobbying

Proposers may not engage in attempting to influence the selection process via any unauthorized contact with any officer or employee of the State of West Virginia or other involved states or entities or any officer, employee or insured of West Virginia or the other states or entities. Violation of this clause shall disqualify the proposer from further consideration. Any lobbying activity to obtain the contract is grounds for disqualification.

Finalist Presentation and Vendor Selection

Finalists may be asked to make an on-site or virtual presentation of their proposal to the selection team and other parties as deemed appropriate by the Public Employees Insurance Agency. You will be notified of the venue, time, and place where the presentation will occur. The quality of your presentation may result in an increase/decrease of your overall score. The State will not be responsible for any costs incurred by a proposer in preparing and submitting a proposal, in making an oral presentation, or in performing any other activities relative to this solicitation.

The PEIA also reserves the right, in its sole, discretion, to award a contract based upon the written proposals received without discussions or negotiations.

Public Record

All documents submitted which are related to purchase orders/contracts are subject to West Virginia Freedom of Information statute (W. Va. Code §29B-1-1, et seq).

A proposer should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trademark secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Freedom of Information Act of the Code of West Virginia (FOIA). Respondents are advised that, upon request for this information from a third party, the PEIA is required to make an independent determination whether the information should or should not be divulged to the party. The PEIA will provide notice to respondents if it has received such an information request. Respondents are put on notice, however, that absent a very clear reason that the materials are exempt from disclosure under the FOIA, PEIA will release the materials absent an order to the contrary from a court of competent jurisdiction. **A redacted copy is required at the time of filing your proposal for future FOIA requests.**

Protest of Award

Protests based on the contract award must be submitted in writing to the Director of the West Virginia PEIA within fifteen (15) working days from the date of the award announcement. Protest should be sent to:

Section II

Bidding Instructions

Director
WV Public Employees Insurance Agency
601 57th Street, SE., Suite 2
Charleston, WV 25304-2345

Protests may be submitted by FAX at (304) 558-2470.

All protests shall contain:

The name and address of the protesting proposer

A statement of the grounds of the protest

Supporting documentation (if available)

The resolution or relief sought

Failure to submit this information shall be grounds for rejection of the protest by the Director of PEIA.

The PEIA may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided in a previous protest by the Director of PEIA. Subcontractors under a proposer's proposal do not have standing to file a protest.

The Director will respond to the protest within seven (7) business days of receipt of the written notice at the offices of the PEIA

Proposers in disagreement with the response of the Director may ask for further review of the protest by the Cabinet Secretary of the West Virginia Department of Administration within five (5) days of the Director's response. The request for further review should be sent to:

Allan L. McVey
Cabinet Secretary
WV Department of Administration
State Capitol Complex, Building 1, Room E-119
1900 Kanawha Boulevard, East
Charleston, WV 25305

Appeals may be submitted by FAX at (304) 558-2999.

If the protesting company believes that due to the nature of the contract award an expedited determination is required, a request that the matter be directed immediately to the Department of Administration Cabinet Secretary should be in the original protest submitted to the Director of PEIA. If the Director is in agreement with the reasons for the expedited request, the Director will forward the protest to the Department of Administration Cabinet Secretary and inform the requesting proposer of his/her actions.

Section II

Bidding Instructions

Decisions by the Department of Administration Cabinet Secretary shall be considered to be the final level of administrative relief. Any further appeal of the administrative decision of the Department of Administration Cabinet Secretary must be directed to the Circuit Court of Kanawha County, Charleston, West Virginia.

Proposer Responsibilities

The PEIA will enter into contractual agreement only with the selected proposer. The selected proposer shall be responsible for all products and services required by this RFP. Any subcontractor(s) must be identified and a complete description of their role(s) relative to the proposal must be included in your proposal's Executive Summary. Subcontractors will not be treated as bidders and will have no standing to challenge any contract award.

The proposer is required to meet the intent of the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the PEIA.

If an agreement cannot be negotiated, PEIA reserves the right to enter into negotiation with the second highest vendor.

Proposer must respond to all questions in the RFP in the order they are presented. All forms, certificates, etc., should also be presented in the order which they appear in the RFP.

Section III

Mandatory Requirements

The following are considered to be mandatory requirements:

Purchasing Affidavit - Exhibit E)

Litigation Waiver - Exhibit F)

References

All client contacts referenced in the proposal must be both available and willing to discuss their current relationship with your organization.

Minimum Company Rating:

Provide your company's most recent rating by Fitch, Standard & Poor's, A.M. Best and Moody's. Please indicate any change in rating that has occurred in the last 12 months and provide an explanation for that change.

STANDARD	RATING
Fitch	
Standard & Poor's	
A.M. Best	
Moody's	

Bid Guarantee

All proposals must be guaranteed for an effective date of July 1, 2022. All service fees and premium should be guaranteed, at a minimum, through June 30, 2024. A guarantee through June 30, 2025 will be given special consideration, but is not required.

Performance Guarantees

The PEIA intends to implement a performance guarantee agreement with the life insurance plan administrator. Your proposal must include proposed performance standards and financial guarantees. At a minimum, the performance agreement must include standards for claims turnaround, employee satisfaction, payment dollar accuracy, coding accuracy, procedural accuracy, timeliness of reporting, and account management. Refer to Section V under the sub-section H titled Performance Guarantees.

Mandatory Requirements

Proposer Registration

Proposers participating in this process should complete and file a *Vendor Registration Requirement Exhibit I*) and remit the registration fee. The proposer must register and pay the fee prior to the award of an actual contract.

Executive Order No. 19-01

By Executive Order of the Governor of the State of West Virginia on November 6, 2001, and still in effect, an executive order was extending, “life insurance benefits to those full-time public employees currently covered by the Public Employees Insurance Agency who are members of a reserve component of the United States Armed Forces including the West Virginia National Guard, and who are mobilized to active military duty by the President...” (Exhibit H). This provision must be part of your proposed benefit plan.

Implementation and Enrollment

The new plans will become effective on July 1, 2022. The implementation process will begin on February 1, 2022 and will continue through May 31, 2022. Implementation tasks will include extensive employee communications, on-site meetings, enrollment, and election processing.

The successful proposer must be fully committed to a seamless and on-time installation process with sufficient staff.

If the successful proposer and PEIA agree to an open enrollment the successful proposer will provide sufficient staff to assist in the open enrollment employee meetings to be held at various PEIA locations.

Actively-at-Work

The basic Life Insurance plan contains a waiver of premium provision for employees who become disabled prior to age sixty (60). This liability for these individuals currently receiving a waiver, will be maintained by the current carrier. Any waiver granted after July 1, 2022 will fall under the new contract.

The optional Life Insurance plan contains a continuation of premium provision for employees who become disabled prior to age sixty (60) which will end when and if the existing contract is terminated.. Proposers will be required to waive the “actively-at-work” rule for existing members and their dependents currently covered under the plan.

Claims Submission

The PEIA, only when necessary, will continue to utilize the postal service, e-mail and faxes to submit claims and resolve any claim related issues. The proposer must have technology capabilities to provide, but not limited to, on-line underwriting, claim processing and death notices.

Section IV

Contractual Services Terms and Conditions

Affidavit of Debt

West Virginia State Code requires that all proposers submit a Purchasing Affidavit of debt which certifies that there are no outstanding obligations or debts owed the State of West Virginia. The affidavit is attached to this request for proposal as an attachment and **must** be completed, signed and returned **with** your proposal. (Exhibit E).

Litigation Bond

Each proposer responding to this request for proposal **is required** to submit a litigation bond in the amount of 5% of the total contract amount, made payable to the West Virginia PEIA. This bond must be issued by 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 PEIA, and countersigned by a West Virginia Resident Agent. The only acceptable alternatives to the bond are (1) a company certified check (not an individual) or (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 request for proposal. Secondly, the bond provides a mechanism for the State of West Virginia, the Agency, 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 (Exhibit F)** must remain in effect for two years from the proposal submission date. After six (6) months, each proposer may request, and the Agency 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 PEIA) prior to release of the bond which states that the proposer will not in any way challenge the award.

The PEIA may also establish a procedure for the waiver of the ability of the proposer to challenge the award in lieu of a bond.

Failure to submit an appropriate bond or alternative to the bond with the proposal at the time of proposal opening will result in automatic disqualification of the proposer's proposal and the proposal will be considered non-responsive.

Contractual Services Terms and Conditions

Mandatory Agreement Addendum

By submitting an offer in the response to this RFP, proposer, if selected for contract award, shall be deemed to have accepted the terms of this RFP, including the mandatory contract terms which are included in (Exhibit J). The RFP and the proposer's winning proposal will be incorporated by reference in any resulting contract.

Indemnification

The proposer agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the proposer, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the proposer, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Claims Responsibility

The new administrator will assume responsibility for all claims incurred on or after the effective date. The current administrator will be responsible for run-out claims.

Right to Audit

You must agree to the PEIA's right to audit life insurance and accidental death & dismemberment claim files, eligibility records, and/or financial accounting data. ***The PEIA will not be held responsible for costs incurred by the plan administrator in connection with these audits.***

Renewal Notification

Rate changes must be provided no later than the 120 days prior to a contract anniversary date. Renewal accounting must disclose all claims experience, reserves, interest calculations and administration expenses.

Section V Questionnaire

Use the selection criteria presented here to assist your organization in preparing a proposal that thoroughly addresses the PEIA's needs and objectives.

The selected proposer will provide the following:

Financial efficiency: Fees are competitive with those provided by other vendors, although *lowest cost* is not the sole decision-making factor.

Account management: The account executive and service manager are highly experienced and responsive. Stability and consistency in these roles are important.

Implementation: Commitment to a smooth and on-time implementation process is demonstrated through a detailed implementation plan and timeline (*please make this as realistic and specific as possible*), experienced staffing, and appropriate performance guarantees.

Performance guarantees: Refer to page 27 under section H titled Performance Guarantees.

Customer service: Telephone representatives must be courteous, knowledgeable, and well trained.

Organizational stability: Annual financial reports or other documentation must demonstrate long-term financial stability.

Administration and reporting: A sophisticated and efficient administrative and claims system are utilized. Comprehensive and timely management reporting capabilities are provided.

Client references: Current and former customers provide positive references.

Questionnaire

Guidelines:

- Each question should be retyped in your proposal with the response immediately following. Bullet points, or questions within questions, should be considered and answered separately.
- Your responses should be complete, yet succinct. Please avoid making references to pre-printed materials.
- Provide information in the requested formats. Clearly specify all of your assumptions.
- Responses should be based on current services, administrative systems, and programs. Anticipated changes/enhancements should also be described, proposed effective dates should be clearly indicated.

Questionnaire

A. General Information

1. Describe the history, organization, and ownership of your company.
2. Provide the name, address, phone number, e-mail address, and fax number for the person to contact with questions regarding this proposal.
3. Provide the following information regarding the account service team that would be assigned to the Public Employees Insurance Agency:
(This information can be provided in a resume form).

Position	Name, Location, Phone No., Email	Years of Industry Experience	Years with Organization	Years in Current Position
Account Executive				
Customer Service Manager				
Claims Manager				
Implementation Coordinator				
Other (specify)				

4. To what extent will your company's representatives be available to assist in the program, establishing administrative procedures and to explain claim submission processes and procedures to the PEIA representatives? The PEIA may require monthly face-to-face / virtual meetings the first year and quarterly meetings thereafter. Will you be able to comply with this schedule?

Questionnaire

5. Provide the following information regarding functions to be performed for the PEIA.

Function	Location of office
Claims processing (On line capabilities)	
Customer services (On line capabilities)	
Underwriting services (On line capabilities)	
Billing (On line capabilities)	
Eligibility services (On line capabilities)	
Banking services (On line capabilities)	
Contract drafting (On line capabilities)	

6. Enclose copies of the following audited financial statements for the last three (3) years:

- Balance Sheet
- Income Statement
- Statement of Cash Flows
- Statement of Retained Earnings
- Annual Report

7. Provide a detailed implementation plan and timeline based upon a January 6, 2022, selection date and a March 1, 2022, implementation date. Include the individuals involved and their experience. (The PEIA expects the vendor to take the initiative in this process and be responsible for its timely completion.)

8. Provide a copy of the following forms and documentation similar to the ones that will be used by the PEIA:

- Insurance applications
- Evidence of insurability form
- Certificates of insurance *(Please note if there is an additional cost for this item.)*

Questionnaire

- Change form
 - Claims form
 - Other related forms
9. Provide the following client references for the three (3) largest group term life insurance contracts currently insured by your organization. At least one of these three references should have a minimum of 60,000 participants and at least one should generate an annual premium for life insurance benefits in excess of \$15,000,000:

Employer Name:	
Number of employees/group size	
Contact name and title	
Contact telephone number	
Program implementation date	
Product	
Estimated annual premium	

Questionnaire

10. List any life insurance contracts you have in force with other state agencies. Provide the following information for each:

Employer Name:	
Number of employees/group size	
Contact name and title	
Contact telephone number	
Program implementation date	
Product	
Estimated annual premium	

Questionnaire

B. Claims Administration – General Information

1. What is the proposed claim office location for the PEIA, and how long has this office been in operation? Would you be willing to administer this plan from a West Virginia location?
2. What will the normal business hours (EST) for this office?
3. Will staff working on the PEIA's account have responsibilities for any other accounts or will they be dedicated to the PEIA only? Will a claims supervisor be accessible to the PEIA's Life Insurance staff?
4. Describe hiring and training processes for all claim office staff, including processors, supervisors/team leaders, member services, and data entry operators.
5. What is the average productivity of the claim payers? Use a per payer per day basis. Is employee compensation tied directly to productivity?
6. How does the claim office handle periods of significantly increased workload?
7. Will you accept liability for claim processor negligence? Fraud?
8. Please describe how claims and customer service systems are linked.

Questionnaire

C. Claims Administration – Customer Service

1. Describe the proposed customer service unit that would support the PEIA. What are its hours of operation? The PEIA requires that the customer service unit be available a minimum of Monday through Friday between the hours of 8:00 am – 5:00 p.m. EST. RFPs containing expanded customer service hours will be given extra consideration. Is a toll-free member services line provided?
2. Are customer service functions handled separately from claims payment functions? If so, are the customer service phones within the claims payment unit or part of a totally separate customer service unit? Do customer service representatives have access to the claim system?
3. How many customer service representatives would be assigned to the PEIA? Please describe their background and training.
4. What is your ratio of customer service representatives to enrolled members?
5. Can you provide customer service training for the PEIA's onsite customer service personnel?
6. Describe your tracking system for your customer service unit. What issues are raised most frequently? Is a monthly report available via the Internet or through another form of electronic transmission? Provide a sample report.
7. Does your organization survey participants regarding their satisfaction on an ongoing basis? If so, how often? Provide a copy of your most recent participant satisfaction survey results. Describe any action taken as a result of this survey.
8. After program start-up, what is the average delivery time for printed materials including enrollment forms and program descriptions?

Questionnaire

D. Claims Administration – Underwriting and Claim System

1. The PEIA would be interested in your organization developing or customizing a web site for its life insurance plan. This should be a secure site assessable by PEIA's staff and members when necessary. Is this plausible and if so, would there be an additional cost to doing so?
2. What on-line automated underwriting and claim services do you currently offer e.g., life insurance underwriting, evidence-of-insurability, claims submission, open enrollment? *Please include the Internet address for all services provided.* Are there any additional costs for these services?
3. What underwriting system software is utilized for life insurance underwriting? When was this system originally implemented? Can life insurance applications be submitted and approved on-line?
4. What claim system software is utilized for life insurance claims? When was this system originally implemented? Can life insurance claims be submitted and approved on-line?
5. Describe the claim system for life insurance and accidental death & dismemberment claims as appropriate:
 - a. Describe the workflow from the time a claim is received until it is paid.
 - b. Describe how reimbursements are distributed. How long from date of receipt does it take to distribute a lump sum payment on a "clean" claim? Is interest credited from the date of death to the time the check is actually dated and mailed to the beneficiary? Does your system have the flexibility to capture an alternative date for interest calculations such as the date the PEIA receives complete information from the beneficiary for claim processing?
 - c. What security measures are in place to ensure that reimbursements are issued to the proper party?
 - d. How are pended claims handled? How often are follow-ups prompted? Who is responsible for the follow-up?
 - e. How long is individual claim history maintained on-line?
 - f. Describe any claim system changes planned for the next two years.
 - g. Describe back-up systems and disaster plans for the claims processing office and the computer center.
 - h. Describe the claim exception process.

Questionnaire

6. Define disability for purposes of qualifying for waiver of premium benefits. Explain the waiver of premium approval process, time limits for the PEIA to submit the claim for eligibility, and turnaround time for waiver of premium approval. Can disability waiver of premium benefits underwriting and approval be completed on-line?
7. Can underwriting status reports be transmitted on-line? Provide the frequency of these reports.
8. Can claim status reports be transmitted on-line? Provide the frequency of these reports.
9. The winning proposer must be able to **accept** and **send** electronic files regarding life insurance underwriting status. These transmissions must be transmitted and secured through PEIA's FTP site.
10. The winning proposer must be able to transmit beneficiaries in an electronic file. These transmissions must be transmitted and secured through PEIA's FTP site.
11. All transmissions sent and received from the winning proposer and/or PEIA, must be transmitted on a secure site.
12. PEIA is looking for a vendor who can offer guidance on the issue of assigning benefits payable under the Life Insurance Plan(s). Due to problems associated with authenticating documents, unscrupulous vendors, pre-need contracts that do not specify amounts, and other issues, PEIA is reluctant to allow the assignment of life insurance benefits to funeral homes, cemeteries, crematories, etc. and would like vendor input on policy design(s) that ensure members are protected from potential fraud and/or abuse".

Questionnaire

13. Provide the following statistics for the claim office that will handle the PEIA plan:

Performance Measure	2019	2020	2021	Target
Financial accuracy <i>(Dollars paid correctly divided by dollars paid)</i>				
Processing accuracy <i>(Number of claims processed with 100 percent accuracy divided by number of claims)</i>				
Payment accuracy				
Average turnaround time <i>(Period from the date a claim is received until the date the transaction is processed completely.)</i>				
Average customer service telephone response time				
Call abandonment rate				

If you utilize other administrative and financial accuracy benchmarks, please provide information.

14. Where are output items such as checks produced and mailed?

Questionnaire

E. Claims Administration – Quality Assurance

1. Describe internal audit procedures. What percentage of claims is audited? How are claims selected? Are audits conducted before or after claim payment?
2. Do you have dedicated internal audit staff?
3. Are audits performed on a pre-or post-disbursement basis?
4. On average, what percentage of all claims is audited?
5. What kind of quality assurance tools are in place for the telephone system? What kind of management reporting information is provided?

F. Management Information

1. Can you provide data to the PEIA in an electronic file using either Microsoft Access, Excel format or Google Products? The PEIA would prefer to access those files either via the Internet or through another form of electronic transmission. Is this feasible?
2. Provide samples of standard claims and statistical reports. These should include monthly and cumulative policy year-to-date paid life, accidental death and dismemberment and dependent group life claims separately for basic and optional coverages, as well as separate status reports for waiver of premium claimants and reserve accumulations. Reports must be submitted within thirty (30) days of the end of each month. The transmission of these reports must be transmitted in an electronic file and secured through PEIA's FTP site.
3. Provide sample reports that are provided at policy year-end to support the financial accounting position along with a sample financial accounting statement.
4. Describe your ability to provide ad hoc reports. Do you charge for such reports?
5. What is the typical turnaround time for standard reports? Ad hoc reports?

Questionnaire

6. Indicate whether the following reports are included in a standard reporting package, or if they are available on a custom basis. If standard, indicate frequency:

Report Type	Standard	Custom	Frequency	Internet/ Electronic Transmission
Claim and Utilization				
Monthly paid claims				
Large claims				
Type of service				
Claim detail				
Other				
Enrollment summary				
By line of coverage (<i>Basic, AD&D, Optional, etc.</i>)				
By age band				
Financial				
Renewal package				
Settlement (annual accounting)				
Statement of revenues, expenditures, and reserves				
Quarterly loss ratio reports and administrative charges				

Questionnaire

7. How many sub-groups can you accommodate?

8. Does your organization routinely interface with other third parties on behalf of your clients (e.g., data analysis vendors)? Do you charge for claim files?

9. Do you offer on-line claim inquiry? If so, please provide details. How do you protect claim records from unauthorized electronic inquiry?

Questionnaire

G. Liability Protection Measures

1. What level of liability insurance does your company carry?

2. In the last three years, how many lawsuits have been filed against your company? Indicate the number of suits settled out of court and the number settled by a judge or jury. In approximately what percentage of the cases was the employer named in the suit?

3. Is your company subject to any disciplinary action by the insurance regulatory officials of any state? If yes, please provide details.

4. The proposer agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the proposer, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the proposer, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Questionnaire

H. Performance Guarantees

1. Provide your suggested performance guarantees/risk sharing in the following areas:
 - a. Plan implementation
 - Overall satisfaction
 - All implementation tasks accurately completed by April 30, 2022
 - b. Customer service
 - Phone Call /Live Chat Average speed to answer
 - Phone call abandonment rate
 - c. Claim administration
 - Claim financial accuracy
 - Claim processing accuracy
 - Claim payment accuracy
 - Claim turnaround time
 - Problem resolution
 - d. Account management
 - e. Member satisfaction (via survey)
2. Are you willing to guarantee your performance on a PEIA-specific basis, or are performance measures based on book-of-business or departmental statistics?
3. Please detail any additional performance guarantees you are willing to implement for the PEIA.

Questionnaire

I. Financial

1. Does your proposal reflect a firm quotation? If not, which premiums are estimates, and on what basis will final premiums be determined?
2. Are you willing to offer multiple year rate guarantees? Please describe any contractual conditions that apply to this guarantee.
3. Are you willing to offer a deficit limitation provision that imposes a maximum annual deficit that can be carried forward from the annual financial accounting period? If so, how is the maximum deficit limitation calculated?
4. Are you willing to provide final financial accounting statements within 120 days from the close of the plan year-end (e.g., no later than November 1st)?
5. Does your organization require that the PEIA deposit a portion of surplus premiums that are generated through the annual financial accounting process into a special reserve account? Does this requirement vary for basic and optional life contracts?
6. Surplus operating results shall be deposited into a Premium Stabilization Account (PSR) maintained by you at the end of each reporting period from which PEIA may make withdrawals.
7. In no event shall any part of any risk pool deficit which may arise during the term of the agreement become the financial responsibility of PEIA beyond those amounts which have been transferred to the related risk pool PSR. Said risk shall be borne by the bidder.

Questionnaire

8. In the event a special reserve (PSR) is used by the PEIA for surplus premiums (either mandatory or voluntary), please respond to the following issues:
- a. Is there a minimum balance that must be held in the (PSR) e.g., percentage of premium before additional surplus premiums can be returned to the PEIA?
 - b. Are surplus premiums subject to premium taxation prior to being deposited into the special reserve account, or are surplus premiums which are held in reserve taxed only when used to offset a deficit in subsequent plan years?
 - c. Describe any contractual limitations which would apply to the PEIA in the event a request is made to return the surplus dollars held in reserve.
 - d. In the event of contract termination, when will surplus dollars held in reserve and/or special reserve account be returned to the PEIA?
 - e. Please indicate the interest rate that you will pay in regard to cash balance held in the PSR. This rate should be quoted in terms of the Wall Street Journal prime rate and monthly compounding is required. Are interest rates quoted for a 12-month plan year, or is the interest rate variable during the plan year?
9. Explain the current interest formula and outline interest percentages that will apply in the financial accounting statements for the plan year beginning July 1, 2022. For what period are interest percentages guaranteed? Please include each of the following in your response:
- a. Paid premiums
 - b. Paid death claims
 - c. Interest to beneficiaries
 - d. Waiver of premium reserves
 - e. Incurred but not reported (IBNR) reserves
 - f. Administration expenses
 - g. Late premium payments
10. What degree of credibility would your company apply to the life claims experience of this account for rate increase protection purposes? Will you consider historical claims experience from the incumbent carrier to allow for 100% credibility? Please provide your credibility formula for basic and optional life.

Questionnaire

11. For purposes of projecting renewal rate increases, is it your policy to include fluctuation margins and/or manual rate adjustments over and above the credibility of experience?
12. Define paid claims, incurred claims, and benefit charge.
13. Briefly describe the basis on which your company calculates incurred but not reported (IBNR) claim reserves. Is the reserve a function of your book of business, or will the reserve be adjusted for actual PEIA claims experience lag?
14. Would you agree to a three-month delay in the calculation of the annual dividend in order to reduce what would be required as an unrevealed claim charge (IBNR claim)? In the event a sizable dividend is apparent, would a check for an estimated dividend subject to a final dividend calculation be issued immediately?
15. Describe the basis on which your company calculates waiver of premium claim reserves.
16. Are you willing to provide a quotation that does not include a pooling or experience ratable limit? If not, please explain your position.
17. Will any portion of the coverage's be re-insured? If so, identify percentages of coverage's ceded, re-insurers and include an annual report for each.
18. You will be responsible for developing the Life Insurance Certificate. The PEIA will have final approval of the language which should be written in a manner that is representative of its audience. You will be required to supply a minimum of 150,000 copies of the Certificate the first year of the contract. In the second and subsequent years the supply of the Life Insurance Certificate will be determined by the PEIA and the vendor.
19. If your organization has quoted an implementation fee, please outline the services that your fee is intended to cover.
20. Are there any other costs or fees that the PEIA would likely incur in their first or subsequent year with your company? If so, please identify them.
21. Have you made any other rate assumptions in making this quotation? If so, please list them.

Section VI

Fee Exhibits

Fee Quotations

1. The annual accounting for PEIA's life insurance plan is based on a fully (100%) participating contract. At a minimum, your proposal must contain a similar participating funding arrangement. **Note:** Non-participating (100% fully-insured) bids are also encouraged and will be given full consideration. Both arrangements must be submitted separately.

2. Financial exhibits have been provided for completion. For your proposal to be considered, you must complete the exhibits based on the assumptions provided. Partial or incomplete financial submissions will not be considered. All indicated financial elements must be disclosed or a "not applicable" (N/A) inserted in the exhibit.

3. Rates should be established so that each age band within each line of coverage is financially self-sufficient. Financial independence should exist between employer paid Basic life policies and employee pay all Optional life coverages.

4. The PEIA requires that any factor, formula rate, or interest percentage that applies in the policy year-end financial account statement be disclosed in full during renewal negotiations. Any change that is presented in the renewal and ultimately accepted by the PEIA will become effective the first day of each plan year. In the event full disclosure is not provided at renewal, prior policy year factors, formula rates and interest percentages will be held, and no change may occur.

5. Fixed costs should include the charges associated with administering evidence of insurability requirements. Indicate your unbundled charge per evidence of insurability submission that will be calculated in your financial accounting statements.

6. A retention illustration should be submitted with your proposal that identifies all reserve, expense formulas and cost that will apply during the time period of your rate guarantees. Confirm that all factors are guaranteed and identify specific components that are subject to a variable formula.

7. If you are willing to offer a deficit limit provision and there is a charge associated with that provision, please indicate the impact it will have separately from your rates quoted.

8. The PEIA will be responsible for paying all claims incurred prior to 12:00 am on July 1, 2022. First year administrative fees should be quoted on an immature basis as well as an illustrative mature basis. Identify separately any first-year implementation fees.
9. Your proposal should include the cost of all normal claim processing services. Other services to be included are:
 - a. Administrative materials such as the contract, plan documents, booklets, insurance applications, change forms, claim forms and any other related forms
 - b. Management, financial, and performance reports
 - c. Toll-free telephone line for employees and the PEIA Customer Service staff
 - d. Dedicated claim and service units, if applicable
 - e. An administrative manual that documents material pertinent to successful administration of the program, and
 - f. All other services needed to administer the program described in these specifications.
10. In your quotation identify the per \$1,000 life insurance conversion charge. Indicate if it is part of claims or retention.
11. The following is a breakdown of the PEIA's current account structure. Indicate how many subgroups are included in your basic cost.
 - a. State Agencies
 - Active basic life
 - Active optional life
 - Waivers
 - b. Boards of Education
 - Active basic life
 - Active optional life
 - Waivers
 - c. Colleges and Universities
 - Active basic life
 - Active optional life
 - Waivers
 - d. Retirees
 - Less than 65 – basic life
 - Less than 65 – optional life
 - 65 & over – basic life
 - 65 & over – optional life
 - e. Non-State Agencies

- Active basic life
- Active optional life
- Waivers

12. West Virginia Code Chapter 5, Article 16 allows the PEIA to expand coverage to:

- Any separate corporation or instrumentality established by one or more counties, cities, or towns, as permitted by law;
- Any corporation or instrumentality supported in most part by counties, cities, or towns; and;
- Any public corporation charged by law with the performance of a governmental function and whose jurisdiction is coextensive with one or more counties, cities, or towns.

What would be the impact to the rate structure you are proposing if the PEIA decides to expand their plan to include these entities?

Section VII Selection Criteria

Use the selection criteria presented here to assist your organization in preparing a proposal that thoroughly addresses the PEIA's needs and objectives.

The selected proposer will provide the following:

Financial efficiency: Fees are competitive with those provided by other vendors, although *lowest cost* is not the sole decision-making factor.

Account management: The account executive and service manager are highly experienced and responsive. Stability and consistency in these roles are important.

Implementation: Commitment to a smooth and on-time implementation process is demonstrated through a detailed implementation plan and timeline (*please make this as realistic and specific as possible*), experienced staffing, and appropriate performance guarantees.

Performance guarantees: Performance in the areas of claim payment accuracy, claim turnaround, customer service, and account management is guaranteed via financial incentives.

Customer service: Telephone representatives must be courteous, knowledgeable, and well trained.

Organizational stability: Annual financial reports or other documentation must demonstrate long-term financial stability.

Administration and reporting: A sophisticated and efficient administrative and claims system are utilized. Comprehensive and timely management reporting capabilities are provided.

Client references: Current and former customers provide positive references.

Location: Proximity to Charleston, West Virginia.

PSR Interest Rate: Rate must be competitive.

Selection Criteria

Evaluation Process: Proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Proposer who meets all the mandatory specifications, attains the final highest point score of all Proposers (possible 100 points maximum) shall be awarded the contract. The selection of the successful Proposer will be made by a consensus of the evaluation committee. The criteria and the assigned weight factors are as follows:

Evaluation Criteria: The following are the factors and point values:

Account capability / Company Experience <i>Type and size of accounts, Customer satisfaction, History in the life insurance market, etc.</i>	15 Points Possible
Technology	20 Points Possible
Company Financial Viability <i>Company industry ratings, assets vs. debts, etc.</i>	15 Points Possible
Overall Quality of Proposal	10 Points Possible
Cost	40 Points Possible

Total 100 Points Possible

Each cost proposal will be evaluated by use of the following formula:

Lowest price of all proposals

_____ X 40 = Price Score

Price of Proposal being evaluated

Minimum Acceptable Score: Proposers must score a minimum of 70% of the total technical points possible. For example, the minimum qualifying score based upon a total possible technical score of 60, would be 70% of 60 points, or a technical score of 42 points or greater. All Proposers not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The PEIA will select the successful Proposer's proposal based on best value purchasing which is not necessarily the low-cost Proposer. Cost is considered but is not the sole determining factor for award. The PEIA reserves the right to accept or reject any or all of the proposal, in whole or in part, without prejudice if to do so is felt to be in the best interests of the PEIA.

Proposer's failure to provide complete and accurate information may be considered grounds for disqualification. The PEIA reserves the right, if necessary, to ask Proposers for additional information to clarify their proposals. Nothing may be added to alter the original proposal after the proposal opening.

Section VIII

Legal Requirements

Life Insurances is not covered by HIPAA, but the vendor will still need to adhere to the following legal conditions.

1. The prospective vendor agrees to comply with any and/or all applicable State and/or federal law with regard to the provision of and/or operation(s) related to the management of life insurance(s).
2. The prospective vendor shall provide documentation of the administrative, physical, and technical safeguards put in place to ensure the privacy, security, confidentiality and integrity of any and/or all personally identifiable information (PII), e.g. name, date of birth, SSN, address, etc. created, used, transmitted, or otherwise managed under the scope of work of the proposed agreement as to eliminate and/or otherwise prevent and/or protect from any unauthorized disclosure(s), breach(es), and/or other real or potential security incident(s). For the definition of a "security incident", please see item #4 of this section.
3. The prospective vendor shall ensure that any and/or all PII used in the scope of work of the proposed agreement shall be encrypted at rest and in transit in accordance with NIST Special Publication 800-122.
4. The prospective vendor shall report any real or potential security incident to PEIA within 24 hours of discovery/identification. For purposes of this section, a security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
5. The prospective vendor shall provide a copy or outline of their security incident policy including their response framework.
6. The prospective vendor shall provide the name and contact information for their assigned Privacy and Security officer(s) as part of their response to this RFP.
7. Pursuant to West Virginia Data Privacy and Protection policies, rules, and regulations, the vendor agrees that no PEIA member or beneficiary data and/or PII may be stored, used, viewed, transmitted to, or otherwise accessed from outside the 48 contiguous continental United States.

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Exhibit A – Benefit Summary and Eligibility Provisions

Plan Design and Eligibility Provisions

The outline that follows summarizes the key benefit and eligibility provisions for the basic group life insurance, accidental death and dismemberment, optional life insurance, and dependent life insurance and accidental death and dismemberment program.

Optional AD&D benefits available to ACTIVE EMPLOYEES ONLY

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT BASIC TERM LIFE INSURANCE PLAN		
Eligibility	<p>A regular full-time active employee of:</p> <ul style="list-style-type: none"> • State of West Virginia • West Virginia Legislature • West Virginia State colleges and universities • County boards of education to include elected members of the boards of education • Counties, cities, or towns • Comprehensive community mental health centers and mental retardation centers authorized pursuant to section of the West Virginia Code; or • Other individuals and government bodies specified in the West Virginia Code Chapter 5, Article 16 <p>And in a permanent position that is considered full-time by the participating entity and that requires services to be performed at least twenty (20) hours per week, unless otherwise exempt under West Virginia Code.</p>	
	<p>Retired employees who meet the minimum eligibility requirements of the applicable state retirement system and are enrolled in the month of or the two (2) months following their date of retirement.</p>	
Effective Date	<p>The first day of the calendar month next following the date the participant enrolls.</p>	
Benefit Schedule	<u>Age</u>	<u>Volume</u>
<ul style="list-style-type: none"> • Active employees 	Under Age 65	\$10,000
	Age 65 - 69	6,500
	Age 70 or over	5,000

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT BASIC TERM LIFE INSURANCE PLAN (continued)		
Benefit Schedule (continued)	<u>Age</u>	<u>Volume</u>
<ul style="list-style-type: none"> • Retirees 	Under Age 67	\$5,000
	Age 67 or over	2,500
<ul style="list-style-type: none"> • Employees disabled prior to age 60 	<u>Age</u>	<u>Volume</u>
	Under Age 65	\$10,000
	Age 65 - 69	5,000
	Age 70 or Over	2,500
Waiver of Premium	Yes	
Reduction Schedule	Any reduction in the amount of principal sum due to the employee attaining an age will become effective on the first day of the calendar month coinciding with or next following the employee's attainment of a specified age.	
Conversion	Yes	
Accelerated Death Benefit	Yes – Active Employees Only	
Contribution	100% Employer paid	

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT AD&D PLAN		
Eligibility	<p>A regular full-time active employee of:</p> <ul style="list-style-type: none"> • State of West Virginia • West Virginia Legislature • West Virginia State colleges and universities • County boards of education to include elected members of the boards of education • Counties, cities, or towns • Comprehensive community mental health centers and mental retardation centers authorized pursuant to section of the West Virginia Code; or • Other individuals and government bodies specified in the West Virginia Code Chapter 5, Article 16 <p>And in a permanent position that is considered full-time by the participating entity and that requires services to be performed at least twenty (20) hours per week, unless otherwise exempt under West Virginia Code.</p>	
Effective Date	The first day of the calendar month next following the date the participant enrolls.	
Benefit Schedule Active employees only	<p><u>Age</u></p> <p>Under Age 65</p> <p>Age 65 - 69</p> <p>Age 70 or over</p>	<p><u>Volume</u></p> <p>\$10,000</p> <p>6,500</p> <p>5,000</p>

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT AD&D PLAN (continued)	
Reduction Schedule	Any reduction in the amount of principal sum due to the employee attaining an age will become effective on the first day of the calendar month coinciding with or next following the employee's attainment of a specified age.
Contribution	100% Employer paid

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT EMPLOYEE OPTIONAL LIFE AND AD&D PLAN			
Eligibility	Same as Basic Life Insurance Plan		
Effective Date	Same as Basic Life Insurance Plan		
Benefit Schedule	<u>Under Age 65</u>	<u>65 - 69</u>	<u>Age 70 or over</u>
• Active employees	\$ 5,000	\$ 3,250	\$ 2,250
	10,000	6,500	4,500
	20,000	13,000	9,000
	30,000	19,500	13,500
	40,000	26,000	18,000
	50,000	32,500	22,500
	60,000	39,000	27,000
	75,000	48,750	33,750
	80,000	52,000	36,000
	100,000	65,000	45,000
	150,000	97,500	67,500
	200,000	130,000	90,000
	250,000	162,500	112,500
	300,000	195,000	135,000
	350,000	227,500	157,500
	400,000	260,000	180,000
	450,000	292,500	202,500
	500,000	325,000	225,000
• Retirees	<u>Under Age 65</u>	<u>65 - 69</u>	<u>Age 70 or over</u>
	\$ 5,000	\$ 3,250	\$ 2,500
	10,000	6,500	5,000
	15,000	9,750	7,500
	20,000	13,000	10,000
	30,000	19,500	15,000
	40,000	26,000	20,000
	50,000	32,500	25,000
	75,000	48,750	37,500
	100,000	65,000	50,000
	150,000	97,500	75,000

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT EMPLOYEE OPTIONAL LIFE PLAN (continued)	
Evidence of Insurability	<p>Evidence of insurability for active employees is required for amounts in excess of the guaranteed issue and increases elected after the initial election period.</p> <p>Retirees can increase their coverage through the evidence of insurability process only during their initial enrollment. Coverage cannot be increased after the initial enrollment period.</p>
Waiver of Premium	Coverage is continued during periods of disability through premium continuation.
Reduction Schedule	Any reduction in the amount of principal sum due to the employee attaining an age will become effective on the first day of the calendar month coinciding with or next following the employee's attainment of a specified age.
Conversion	Yes
Accelerated Death Benefit	Yes
Contribution	100% Employee paid

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT EMPLOYEE OPTIONAL AD&D PLAN			
Eligibility	Same as Basic AD&D Plan		
Effective Date	Same as Basic AD&D Plan		
Benefit Schedule Active employees only	<u>Under Age 65</u>	<u>65 to 69</u>	<u>Age 70 or Over</u>
	\$ 5,000	3,250	2,250
	10,000	6,500	4,500
	20,000	13,000	9,000
	30,000	19,500	13,500
	40,000	26,000	18,000
	50,000	32,500	22,500
	60,000	39,000	27,000
	75,000	48,750	33,750
	80,000	52,000	36,000
	100,000	65,000	45,000
	150,000	97,500	67,500
	200,000	130,000	90,000
	250,000	162,500	112,500
	300,000	195,000	135,000
	350,000	227,500	157,500
	400,000	260,000	180,000
	450,000	292,500	202,500
	500,000	325,000	225,000
Reduction Schedule	Any reduction in the amount of principal sum due to the employee attaining an age will become effective on the first day of the calendar month coinciding with or next following the employee's attainment of a specified age.		
Contribution	100% Employee paid		

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT DEPENDENT LIFE INSURANCE PLAN																					
Eligibility	<p>Legal spouse and dependent children to age 26 of active employees and retirees.</p> <p>Where husband and wife are both covered under the plan as employees, both may elect to cover each other and any children.</p>																				
Waiting Period	<p>The date the employee/retiree becomes effective if there are eligible dependents at that time or the first day the employee acquires an eligible dependent, if they are already eligible.</p>																				
Benefit Schedule	<table border="1"> <thead> <tr> <th><u>Option</u></th> <th><u>Spouse</u></th> <th><u>Child(ren)</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$ 5,000</td> <td>\$ 2,000</td> </tr> <tr> <td>2</td> <td>10,000</td> <td>4,000</td> </tr> <tr> <td>3</td> <td>15,000</td> <td>7,500</td> </tr> <tr> <td>4</td> <td>20,000</td> <td>10,000</td> </tr> <tr> <td>5</td> <td>40,000</td> <td>15,000</td> </tr> </tbody> </table>	<u>Option</u>	<u>Spouse</u>	<u>Child(ren)</u>	1	\$ 5,000	\$ 2,000	2	10,000	4,000	3	15,000	7,500	4	20,000	10,000	5	40,000	15,000		
<u>Option</u>	<u>Spouse</u>	<u>Child(ren)</u>																			
1	\$ 5,000	\$ 2,000																			
2	10,000	4,000																			
3	15,000	7,500																			
4	20,000	10,000																			
5	40,000	15,000																			
Evidence of Insurability	<p>Evidence of insurability for dependents is required if dependents are not enrolled in the month of or the two months following the qualifying event.</p> <p>Evidence of insurability for dependents of active employees is required for increases after the initial election period.</p> <p>Evidence of insurability for dependents of retirees is required for the higher option. Increases are not permitted after the retiree's initial election period.</p>																				
Conversion	Yes																				
Contribution	100% Employee paid																				

Benefit Summary and Eligibility Provisions

SUMMARY OF CURRENT DEPENDENT AD&D PLAN			
Eligibility	<p>Legal spouse and dependent children to age 26 of active employees.</p> <p>Where husband and wife are both covered under the plan as employees, both may elect to cover each other and any children.</p>		
Waiting Period	<p>The date the employee becomes effective if there are eligible dependents at that time or the first day the employee acquires an eligible dependent, if they are already eligible.</p>		
Benefit Schedule	<u>Option</u>	<u>Spouse</u>	<u>Child(ren)</u>
	1	\$ 5,000	\$ 2,000
	2	10,000	4,000
	3	15,000	7,500
	4	20,000	10,000
	5	40,000	15,000
Contribution	100% Employee paid		

Exhibit B
Census Data

PUBLIC EMPLOYEES INSURANCE AGENCY
 EMPLOYEE CENSUS
 BASIC LIFE - TOBACCO FREE

AGE	----- BASIC ONLY -----		----- LIFE VOLUME -----	
	FEMALE	MALE	FEMALE	MALE
UNDER-30	4,606	3,505	46,060,000	35,050,000
30-34	4,172	2,966	41,715,000	29,660,000
35-39	4,838	3,091	48,370,000	30,900,000
40-44	5,536	3,413	55,340,000	34,100,000
45-49	5,616	3,410	56,090,000	33,955,000
50-54	6,147	3,754	61,135,000	36,820,000
55-59	6,199	3,864	58,800,000	36,205,000
60-64	6,744	4,142	53,665,000	33,265,000
65-69	7,057	4,276	24,042,500	16,967,500
70&OVER	15,896	10,097	44,177,500	29,937,500
TOTAL	66,811	42,518	489,395,000	316,860,000

PUBLIC EMPLOYEES INSURANCE AGENCY
 EMPLOYEE CENSUS
 BASIC LIFE - TOBACCO USER

AGE	----- BASIC ONLY -----		----- LIFE VOLUME -----	
	FEMALE	MALE	FEMALE	MALE
UNDER-30	400	978	4,000,000	9,780,000
30-34	570	738	5,700,000	7,380,000
35-39	935	827	9,350,000	8,265,000
40-44	1,414	1,084	14,130,000	10,820,000
45-49	1,634	1,310	16,330,000	13,025,000
50-54	1,829	1,586	18,160,000	15,630,000
55-59	1,692	1,600	16,360,000	15,060,000
60-64	1,510	1,425	12,735,000	11,645,000
65-69	1,203	1,105	4,252,500	3,977,500
70&OVER	1,959	1,884	5,617,500	5,587,500
TOTAL	13,146	12,537	106,635,000	101,170,000

PUBLIC EMPLOYEES INSURANCE AGENCY
 EMPLOYEE CENSUS
 OPTIONAL LIFE - TBF FREE

AGE	OPTIONAL LIFE		LIFE VOLUME	
	FEMALE	MALE	FEMALE	MALE
UNDER-30	1,479	1,173	134,065,000	113,805,000
30-34	1,569	1,158	150,015,000	130,915,000
35-39	2,178	1,399	228,015,000	170,685,000
40-44	2,832	1,732	298,105,000	210,735,000
45-49	3,281	1,960	329,115,000	243,730,000
50-54	3,762	2,260	363,540,000	249,515,000
55-59	3,654	2,363	294,085,000	220,525,000
60-64	3,784	2,442	234,410,000	182,220,000
65-69	3,691	2,432	118,849,250	93,980,250
70&OVER	8,038	5,593	131,258,250	121,283,500
TOTAL	34,268	22,512	2,281,457,500	1,737,393,750

PUBLIC EMPLOYEES INSURANCE AGENCY
 EMPLOYEE CENSUS
 OPTIONAL LIFE - TBF USER

AGE	OPTIONAL LIFE		LIFE VOLUME	
	FEMALE	MALE	FEMALE	MALE
UNDER-30	79	358	6,305,000	31,920,000
30-34	141	288	11,335,000	27,570,000
35-39	266	317	23,180,000	30,715,000
40-44	445	483	37,880,000	43,875,000
45-49	567	616	48,290,000	59,205,000
50-54	632	748	51,820,000	66,310,000
55-59	604	772	39,895,000	59,630,000
60-64	531	635	27,995,000	38,100,000
65-69	404	543	10,845,250	17,433,000
70&OVER	639	839	9,646,000	14,900,000
TOTAL	4,308	5,599	267,191,250	389,658,000

PUBLIC EMPLOYEES INSURANCE AGENCY
 EMPLOYEE CENSUS - DEPENDENT LIFE
 -----ACTIVE & RETIREE-----

	DEPENDENTS	LIFE VOLUME
OPTION1 ACTIVE	5,054	16,609,000
OPTION2 ACTIVE	8,653	57,694,000
OPTION3 ACTIVE	3,532	36,187,500
OPTION4 ACTIVE	18,639	263,530,000
OPTION5 ACTIVE	3,489	88,885,000
	-----	-----
TOTAL	39,367	462,905,500
OPTION1 RETIREE	4,863	23,313,000
OPTION2 RETIREE	3,672	34,974,000
OPTION3 RETIREE	406	5,655,000
OPTION4 RETIREE	2,828	53,760,000
OPTION5 RETIREE	84	2,985,000
	-----	-----
TOTAL	11,853	120,687,000
	=====	=====
GRAND TOTAL	51,220	583,592,500

Exhibit C
Five Year Claim History

Active Basic Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	1,338,323	1,791,325	1,540,779	1,240,235	1,863,163	7,773,825
Change in Pending Death Claims	167,167	(141,000)	(43,700)	64,125	53,075	99,666
Change in Pending Waiver Claims	4,321	(26,968)	(17,663)	(35,903)	(23,819)	(100,032)
Change in Pending Waiver IBNR	(392)	(1,642)	(502)	1,225	(42,581)	(43,892)
Paid Premium	1,891,071	1,855,888	1,845,133	1,871,384	2,334,788	9,798,264
Paid Loss Ratio	70.77%	96.52%	83.51%	66.27%	79.80%	79.34%
Incurred Loss Ratio	79.82%	87.38%	80.15%	67.85%	79.23%	78.89%

Retiree Basic Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	4,581,319	5,102,766	4,423,804	3,857,323	4,700,924	22,666,136
Change in Pending Death Claims	783,858	(787,192)	(143,883)	149,435	154,584	156,802
Paid Premium	4,374,702	4,336,579	4,262,066	4,192,368	4,701,196	21,866,911
Paid Loss Ratio	104.72%	117.67%	103.79%	92.01%	99.99%	103.65%
Incurred Loss Ratio	122.64%	99.52%	100.42%	95.57%	103.28%	104.37%

Total Basic Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	5,919,642	6,894,092	5,964,584	5,097,557	6,564,087	30,439,961
Change in Pending Death Claims	951,025	(928,192)	(187,583)	213,560	207,659	256,469
Change in Pending Waiver Claims	4,321	(26,968)	(17,663)	(35,903)	(23,819)	(100,032)
Change in Pending Waiver IBNR	(392)	(1,642)	(502)	1,225	(42,581)	(43,892)
Paid Premium	6,265,773	6,192,467	6,107,199	6,063,752	7,035,984	31,665,175
Paid Loss Ratio	94.48%	111.33%	97.66%	84.07%	93.29%	96.13%
Incurred Loss Ratio	109.72%	95.88%	94.30%	87.02%	95.30%	96.49%

Active Optional Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	5,512,554	6,246,893	5,962,524	5,130,339	8,961,607	31,813,917
Change in Pending Death Claims	532,500	(433,833)	390,300	(405,000)	493,030	576,997
Paid Premium	6,472,472	6,504,909	6,613,555	6,909,919	7,094,083	33,594,938
Paid Loss Ratio	85.17%	96.03%	90.16%	74.25%	126.33%	94.70%
Incurred Loss Ratio	93.40%	89.36%	96.06%	68.38%	133.27%	96.42%

Retiree Optional Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	15,234,920	16,312,219	15,925,420	15,681,392	18,021,282	81,175,234
Change in Pending Death Claims	1,095,976	(973,026)	(660,042)	660,151	472,044	595,104
Paid Premium	18,291,596	18,972,636	19,605,319	20,153,761	20,282,710	97,306,022
Paid Loss Ratio	83.29%	85.98%	81.23%	77.81%	88.85%	83.42%
Incurred Loss Ratio	89.28%	80.85%	77.86%	81.08%	91.18%	84.03%

Total Optional Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	20,747,474	22,559,112	21,887,945	20,811,731	26,982,889	112,989,151
Change in Pending Death Claims	1,628,476	(1,406,859)	(269,742)	255,151	965,074	1,172,100
Paid Premium	24,764,068	25,477,545	26,218,874	27,063,680	27,376,793	130,900,960
Paid Loss Ratio	83.78%	88.55%	83.48%	76.90%	98.56%	86.32%
Incurred Loss Ratio	90.36%	83.02%	82.45%	77.84%	102.09%	87.21%

Active Dependent Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	1,807,533	1,678,808	1,537,872	1,339,055	1,482,597	7,845,865
Change in Pending Death Claims	63,500	(183,500)	-	70,000	59,000	9,000
Paid Premium	1,946,782	1,889,582	1,863,851	1,866,193	1,881,602	9,448,010
Paid Loss Ratio	92.85%	88.85%	82.51%	71.75%	78.79%	83.04%
Incurred Loss Ratio	96.11%	79.13%	82.51%	75.50%	81.93%	83.14%

Retiree Dependent Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	2,376,805	2,674,692	2,712,704	2,842,026	3,144,900	13,751,126
Change in Pending Death Claims	65,000	(35,000)	(25,000)	132,162	(57,162)	80,000
Paid Premium	2,438,098	2,452,512	2,450,446	2,434,143	2,384,232	12,159,431
Paid Loss Ratio	97.49%	109.06%	110.70%	116.76%	131.90%	113.09%
Incurred Loss Ratio	100.15%	107.63%	109.68%	122.19%	129.51%	113.75%

Total Dependent Life Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	4,184,338	4,353,499	4,250,576	4,181,081	4,627,497	21,596,991
Change in Pending Death Claims	128,500	(218,500)	(25,000)	202,162	1,838	89,000
Paid Premium	4,384,880	4,342,094	4,314,297	4,300,336	4,265,834	21,607,441
Paid Loss Ratio	95.43%	100.26%	98.52%	97.23%	108.48%	99.95%
Incurred Loss Ratio	98.36%	95.23%	97.94%	101.93%	108.52%	100.36%

Basic AD&D Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	102,294	130,208	122,242	150,460	137,178	642,381
Change in Pending Death Claims	(500)	(4,500)	13,300	25,000	(16,633)	16,667
Paid Premium	210,119	206,210	205,015	207,932	212,414	1,041,690
Paid Loss Ratio	48.68%	63.14%	59.63%	72.36%	64.58%	61.67%
Incurred Loss Ratio	48.45%	60.96%	66.11%	84.38%	56.75%	63.27%

Optional AD&D Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	1,152,110	481,956	482,032	501,907	766,831	3,384,836
Change in Pending Death Claims	(150,000)	100,000	44,800	-	(294,800)	(300,000)
Paid Premium	904,121	899,997	910,001	946,016	974,871	4,635,006
Paid Loss Ratio	127.43%	53.55%	52.97%	53.05%	78.66%	73.03%
Incurred Loss Ratio	110.84%	64.66%	57.89%	53.05%	48.42%	66.56%

Dependent AD&D Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	106,291	18,068	53,508	64,352	42,216	284,436
Change in Pending Death Claims	(17,500)	7,000	(8,000)	(17,000)	(10,000)	(45,500)
Paid Premium	115,939	112,502	110,937	111,030	111,933	562,341
Paid Loss Ratio	91.68%	16.06%	48.23%	57.96%	37.72%	50.58%
Incurred Loss Ratio	76.58%	22.28%	41.02%	42.65%	28.78%	42.49%

Total AD&D Experience						
Incurred Period	07/16 - 06/17	07/17 - 06/18	07/18 - 06/19	07/19 - 06/20	07/20 - 06/21	Total
Total Paid Claims	1,360,695	630,232	657,782	716,719	946,225	4,311,653
Change in Pending Death Claims	(168,000)	102,500	50,100	8,000	(321,433)	(328,833)
Paid Premium	1,230,179	1,218,709	1,225,953	1,264,978	1,299,218	6,239,037
Paid Loss Ratio	110.61%	51.71%	53.65%	56.66%	72.83%	69.11%
Incurred Loss Ratio	96.95%	60.12%	57.74%	57.29%	48.09%	63.84%

Exhibit D
Rates and Retention

BASIC LIFE

	# INSURED	LIFE VOLUME	RATE @ 1000.	PREMIUM
<u>BASIC AD&D</u>	89,708	\$ 878,439,500.00		
<u>BASIC LIFE ACTIVE</u>	89,708	\$ 878,439,500.00		
<u>BASIC LIFE RETIREE</u>	46,993	\$ 144,645,000.00		

OPTIONAL AD&D

AGE GROUP	# INSURED	LIFE VOLUME	RATE @ 1000.	PREMIUM
ACTIVE				
UNDER-30	3,642	338,170,000		
30-34	3,285	337,500,000		
35-39	4,388	476,260,000		
40-44	5,657	608,755,000		
45-49	6,745	707,540,000		
50-54	6,993	673,280,000		
55-59	6,530	548,795,000		
60-64	3,847	288,145,000		
65-69	1,298	59,715,500		
70&OVER	559	17,145,000		

OPTIONAL LIFE

AGE GROUP	# INSURED	LIFE VOLUME	RATE @ 1000.	PREMIUM
ACTIVE TOBACCO USER				
UNDER-30	515	\$ 45,175,000.00		
30-34	438	\$ 39,300,000.00		
35-39	650	\$ 58,500,000.00		
40-44	976	\$ 86,545,000.00		
45-49	1,264	\$ 115,020,000.00		
50-54	1,292	\$ 108,395,000.00		
55-59	1,250	\$ 89,105,000.00		
60-64	620	\$ 40,485,000.00		
65-69	159	\$ 6,565,000.00		
70&OVER	52	\$ 1,503,000.00		
ACTIVE TOBACCO FREE				
UNDER-30	3,127	\$ 292,995,000.00		
30-34	2,847	\$ 298,200,000.00		
35-39	3,738	\$ 417,760,000.00		
40-44	4,681	\$ 522,210,000.00		
45-49	5,481	\$ 592,520,000.00		
50-54	5,701	\$ 564,885,000.00		
55-59	5,280	\$ 459,690,000.00		
60-64	3,227	\$ 247,660,000.00		
65-69	1,139	\$ 53,150,500.00		
70&OVER	507	\$ 15,642,000.00		
RETIREE TOBACCO USER				
UNDER-30	0	\$ -		
30-34	0	\$ -		
35-39	2	\$ 175,000.00		
40-44	2	\$ 175,000.00		
45-49	12	\$ 935,000.00		
50-54	44	\$ 2,585,000.00		
55-59	169	\$ 8,750,000.00		
60-64	482	\$ 20,580,000.00		
65-69	776	\$ 20,605,000.00		
70&OVER	1,275	\$ 19,992,500.00		

RETIREE TOBACCO FREE

UNDER-30	0 \$	-
30-34	0 \$	-
35-39	2 \$	150,000.00
40-44	10 \$	730,000.00
45-49	34 \$	2,525,000.00
50-54	189 \$	13,885,000.00
55-59	880 \$	49,400,000.00
60-64	2,967 \$	149,970,000.00
65-69	4,985 \$	153,104,250.00
70&OVER	12,155 \$	213,807,500.00

DEPENDENT LIFE

AGE GROUP	# INSURED	RATE @ 1000.	PREMIUM
DEPENDENTS			
OPT1 ACTIVE	2,754		
OPT2 ACTIVE	4,534		
OPT3 ACTIVE	1,654		
OPT4 ACTIVE	9,008		
OPT5 ACTIVE	1,617		
OPT1 AD&D	2,754		
OPT2 AD&D	4,534		
OPT3 AD&D	1,654		
OPT4 AD&D	9,008		
OPT5 AD&D	1,617		
OPT1 RETIREE	4,598		
OPT2 RETIREE	3,439		
OPT3 RETIREE	362		
OPT4 RETIREE	2,586		
OPT5 RETIREE	68		

Rates and Retention

**THE STATE OF WEST VIRGINIA
PUBLIC EMPLOYEES INSURANCE AGENCY
RETENTION AND DIVIDEND ILLUSTRATION
BASIC LIFE AND AD&D**

NOTE: Please prepare your retention illustration assuming a volume of \$1,023,084,500 for Basic Life and \$878,439,100 for Basic AD&D.

	FIRST YEAR	SECOND YEAR	THIRD YEAR
Annual Premium (Quoted rates times volume shown above)	\$ _____	\$ _____	\$ _____
Paid Death Claims	\$ _____	\$ _____	\$ _____
Waiver of Premium Reserves	\$ _____	\$ _____	\$ _____
IBNR Reserves			
Percentage of Premium _____ % or formula _____	\$ _____	\$ _____	\$ _____
Conversion Charges \$ _____ /1,000 volume	\$ _____	\$ _____	\$ _____
Pool Charge (if applicable)			
ER Limit _____	\$ _____	\$ _____	\$ _____
Percentage of Premium _____ %			
Gross Retention:			
Implementation _____	\$ _____	\$ _____	\$ _____
Administration _____	\$ _____	\$ _____	\$ _____
Per Claim Charges \$ _____	\$ _____	\$ _____	\$ _____
Risk Charges _____	\$ _____	\$ _____	\$ _____
Profit _____	\$ _____	\$ _____	\$ _____
Premium Taxes _____ %	\$ _____	\$ _____	\$ _____
E of 1 _____ /occurrence	\$ _____	\$ _____	\$ _____
Other (explain) _____	\$ _____	\$ _____	\$ _____
Total Charges			
Proposals must disclose all components that are based on a cost per transaction, cost per occurrence, % charge, etc.			
Interest Credits (Assume all premiums paid within the defined grace period)	\$ _____	\$ _____	\$ _____
Surplus/Deficit	\$ _____	\$ _____	\$ _____
Special Reserve Requirements			
Percentage of Premium _____ %	\$ _____	\$ _____	\$ _____
Surplus Return to PELA or Deficit Carried Forward	\$ _____	\$ _____	\$ _____

Rates and Retention

THE STATE OF WEST VIRGINIA
PUBLIC EMPLOYEES INSURANCE AGENCY
RETENTION AND DIVIDEND ILLUSTRATION
OPTIONAL LIFE, AD&D, DEPENDENT LIFE/AD&D *with MEDICAL EVIDENCE*

	FIRST YEAR	SECOND YEAR	THIRD YEAR
Annual Premium (Quoted rates times volume shown above)	\$ _____	\$ _____	\$ _____
Paid Death Claims	\$ _____	\$ _____	\$ _____
Waiver of Premium Reserves	\$ _____	\$ _____	\$ _____
IBNR Reserves Percentage of Premium _____ % or formula _____	\$ _____	\$ _____	\$ _____
Conversion Charges \$ _____ /1,000 volume	\$ _____	\$ _____	\$ _____
Pool Charge (if applicable) ER Limit _____ Percentage of Premium _____ %	\$ _____	\$ _____	\$ _____
Gross Retention: Implementation _____ Administration _____ Per Claim Charges \$ _____ Risk Charges _____ Profit _____ Premium Taxes _____ % E of 1 _____ /occurrence Other (explain) _____ Total Charges	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Proposals must disclose all components that are based on a cost per transaction, cost per occurrence, % charge, etc.			
Interest Credits (Assume all premiums paid within the defined grace period)	\$ _____	\$ _____	\$ _____
Surplus/Deficit	\$ _____	\$ _____	\$ _____
Special Reserve Requirements Percentage of Premium _____ %	\$ _____	\$ _____	\$ _____
Surplus Return to PEIA or Deficit Carried Forward	\$ _____	\$ _____	\$ _____

Exhibit E
Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE NOTARY PUBLIC

Purchasing Affidavit (Revised 01/19/2018)

Exhibit F
Litigation Waiver

REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

BIDDERS LITIGATION WAIVER FORM

_____, hereinafter "Bidder," wishes to submit a Bid in response to the Request for Proposal for Life Insurance and Accidental Death and Dismemberment Services issued by the Public Employees Insurance Agency for the State of West Virginia (PEIA). The Bidder acknowledges that a mandatory requirement of the RFP is that the Bidder submit a litigation bond or waiver with its proposal.

In consideration of the waiver of said litigation bond requirement by the PEIA, and in lieu of such bond, the Bidder agrees:

That the Bidder completely waives and forgoes any and all legal right or ability it may now have, or in the future, to initiate any sort of challenge to or against the selection of a Bidder and/or the ultimate award of a contract or contracts pursuant to the RFP. This Waiver is entered voluntarily by a representative authorized to legally bind the Bidder and shall be binding on the Bidder, its successors, assigns, heirs and any others claiming under the legal rights of the Bidder. This Waiver shall apply to any and all types of action, in challenge to or seeking to attack, in any way, the RFP selection process, or the subsequent award of contract(s) to the successful Bidder, including but not limited to, administrative, judicial, or collateral actions.

LEGAL NAME OF BIDDER

AUTHORIZED SIGNATURE

TITLE DATE

APPROVED:

PUBLIC EMPLOYEES INSURANCE AGENCY FOR THE STATE OF WEST VIRGINIA
AUTHORIZED SIGNATURE

TITLE DATE

Exhibit G – Timetable for Proposals

The following timetable is expected to apply during this process

<u>Event</u>	<u>Target Date</u>
Release of RFP to Selected Vendors	September 17, 2021
Written Notification of Intent to Bid (fax/email)	September 29, 2021
Submission of Questions	October 8, 2021
Proposal Due Date	December 2, 2021
Finalist(s) Selection	December 15, 2021
Oral Presentation (if necessary)	<i>To be determined</i>
Tentative Vendor(s) Selection	January 6, 2022
Implementation	March 1, 2022
Proposed Effective Date	July 1, 2022

Exhibit H – Executive Order

**STATE OF WEST VIRGINIA
EXECUTIVE DEPARTMENT
CHARLESTON
EXECUTIVE ORDER NO. 19-01
By the Governor**

WHEREAS, the President of the United States has ordered a partial mobilization to active military duty of certain units of the National Guard of the several states as well as certain reserve units of the United Forces in connection with the military retaliation and increased readiness in response to the terrorist attacks on the World Trade Center and Pentagon on September 11, 2001;

WHEREAS, some of those National Guardsmen and military reservists are also full-time employees of this State, its counties, or other political subdivisions;

WHEREAS, some of those public employees have already been mobilized by order of the President, while others may yet be mobilized in connection with the military response to terrorist attacks;

WHEREAS, prolonged military services imposes a harsh financial impact on public employees and their families by jeopardizing their income and valuable health or life insurance coverage or benefits;

WHEREAS, in an attempt to ameliorate such harsh financial impact on public employees salaries, this Administration proposed and the West Virginia Legislature enacted Enrolled House Bill No. 604 allowing state employees up to sixty working days paid leave when mobilized by appropriate federal authorities;

WHEREAS, no public employees should jeopardize or lose health or life insurance coverage or benefits as a result of his or her participation in the mobilization ordered by the President of the United States during the course of the present military response; and

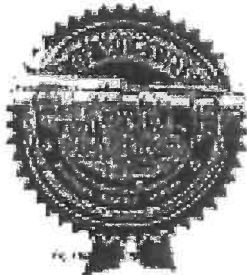
WHEREAS, the Public Employees Insurance Agency is responsible for administering healthcare and life insurance coverage and benefits for public employees and their families;

Executive Order

NOW THEREFORE, I, BOB WISE, by virtue of the authority vested in me as the Governor of the State of West Virginia, do hereby ORDER that:

- 1) The Public Employees Insurance Agency shall make available health and life insurance benefits to those full-time public employees currently covered by the Public Employees Insurance Agency who are members of a reserve component of the United States Armed Forces, including the West Virginia National Guard, and who are mobilized to active military duty by the President in response to the above terrorist attacks, as follows:
 - a) Public employee members with healthcare insurance coverage and benefits for themselves and their families may continue their coverage while on such active military duty by paying their premium share to their respective benefit coordinators after expiration of their leave time. The employer shall continue to pay its normal pre-mobilization share for the public employee members and their families;
 - b) Employer participants in the Public Employees Insurance Agency shall continue to pay premiums associated with the basic life insurance for their public employee members who are on such active military duty; and
 - c) Public employee members with optional life insurance coverage in force at the time of mobilization for active military duty may continue such coverage by paying their premium share to their respective benefits coordinators.
- 2) The Department of Administration, the Public Employees Insurance Agency, and the Consolidated Public Retirement Board are hereby directed to cooperate in the formulation of any rules or other directives necessary to implement and effectuate the purposes of this Executive Order.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.



DONE at the Capitol, in the City of Charleston, State of West Virginia, this sixth day of November, in the year of our Lord, Two Thousand One, and in the One Hundred Thirty-Ninth year of the State.

GOVERNOR

SECRETARY OF STATE

Exhibit I – Vendor Registration and Disclosure Statement

WV-1
REV. 06/01/03

STATE OF WEST VIRGINIA PURCHASING DIVISION

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

Dear Vendor:

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* (§5A-3-12) requires all vendors to have on file with the State Purchasing Division a completed Vendor Registration & Disclosure Statement.

All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding one thousand dollars (\$1,000) are required to complete the Vendor Registration & Disclosure Statement (WV-1 form) and pay a \$45.00 annual fee. Payment of the \$45.00 annual fee includes a year's subscription to the *West Virginia Purchasing Bulletin*, which is available weekly, advertising purchases expected to exceed ten thousand dollars (\$10,000).

Please complete this form in its ENTIRETY and return with a check or money order made payable to the STATE OF WEST VIRGINIA in the amount of \$ 45.00. Incomplete forms will not be processed and will be returned to the vendor. Your cancelled check will serve as notification that the registration process is complete and that you are a registered vendor eligible to receive purchase orders from the State of West Virginia.

Please send completed form and \$45.00 payment to:

Purchasing Division
Vendor Registration
State Capitol Complex
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Pages 1 and 2 which consist of information related to vendor organizational structure must be completed. Whenever a change occurs in the information submitted as required, such change shall be reported immediately in the same manner as required in the original disclosure affidavit (WV Code §5A-3-12). If you have any questions concerning the Vendor Registration & Disclosure Statement, please call the Purchasing Division at (304) 558-0059.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

Part I: To Be Completed by the Vendor and Return to the State Agency Listed Above

1. Legal Name of Company/Individual _____

Bidding Address _____

City/State/Zip _____

Contact Person _____

Telephone Number _____ FAX Number _____

2. Vendor Classified As:

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other (Explain) _____ |
| <input type="checkbox"/> Estate/Trust | _____ |
| <input type="checkbox"/> Corporation | _____ |
| <input type="checkbox"/> Public Service Corp | _____ |

3. If you have a Federal Employer's Identification Number enter it. All partnerships, corporations, sole owners, or companies with employees must have an FEIN.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

3a. Individuals enter Social Security Number.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. By providing the following information, I represent that this enterprise is a small business as defined by the *Code of Federal Regulations*, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Disabled Small Business Ownership [1] | <input type="checkbox"/> Veteran Small Business Ownership [4] |
| <input type="checkbox"/> Minority Small Business Ownership [2] | <input type="checkbox"/> Woman Small Business Ownership [5] |
| <input type="checkbox"/> Small Business Ownership [3] | |

The information gathered in question 4 is for data collection efforts only

Continue on page 2...

Exhibit I

Vendor Registration Requirements

REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

VENDOR REGISTRATION REQUIREMENTS

Vendors must complete all three registrations below before an award document can be finalized. Registration is not required for bidding.

Vendors may register with the WV Secretary of State and the WV Tax Department simultaneously at <http://www.business4wv.com>, but wvOasis Vendor Registration is a separate and distinct process.

WV STATE VENDOR REGISTRATION - WVOASIS

Vendors doing business with the State of West Virginia are required to register with wvOasis. This consists of [at minimum]: (A) registration in the VSS system (either manually or by paper application), (B) submission of a W-9 to the State Finance Division, (C) disclosure of at least two officers and banking information. and (D) payment of a \$125 annual vendor registration fee [Certain exemptions to the fee apply. Information below]

Vendors may register in one of the following ways:

1. Vendor Self Service (VSS)

VSS Link: <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>

VSS FAQ: <http://www.state.wv.us/admin/purchase/VendorReg.html>

Help: wvOasis Help Desk
helpdesk@wvoasis.gov
304-558-6708

2. Vendor Registration and Disclosure Statement and Small, Women-, and Minority Owned Business Certification Application

Download: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

Send to: Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130

Exemption to the \$125 Vendor Registration Fee - In specific situations, the fee may be waived for vendors providing goods/services to the State of West Virginia. This exemption only applies to specific transactions. If a vendor provides an exempt service, but then wishes to provide a non exempt service, they are required to pay the registration fee before an award can be made for a non exempt service.

Some vendor services commodities/services solicited by PEIA will qualify for this exemption. If a vendor is unsure whether they need to pay the fee, they can contact the PEIA Procurement Officer or the RFP Coordinator of the Solicitation they are reviewing.

REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

WV SECRETARY OF STATE REGISTRATION

Registration with the WV Secretary of State's Office is required for all Vendors doing business with the State of West Virginia, and may require a fee of \$100.00 depending on the business registration category.

Business registration with the Secretary of State falls into one of the two categories:

- a. Domestic (formed in West Virginia), or
- b. Foreign (formed out-of-state)

Vendors may complete an Application for Exemption from Certificate of Authority with the WV SOS if you feel your company qualifies. Please mail the completed form and include a check for \$25.00, made payable to WV SOS, along with a copy of the company's home state issued Certificate of Good Standing / Certificate of Corporation.

<http://www.sos.wv.gov/business-licensing/forms/Documents/Corporation/cf-2.pdf>

You may contact the WV Secretary of State's Office with your questions @

304-558-6000 WV TAX DEPARTMENT

All entities doing business in the State of West Virginia must be registered with WV TAX and pay a one-time fee of \$30.00.

An exemption with the WV Secretary of State does not mean you are exempt from registering with the WV Tax Department.

If you need to speak to someone at the WV Tax Department, please call

304-558-8683. NOTE:

You may use the Business4WV website to register with the WV Secretary of State and the WV Tax Department simultaneously at <http://www.business4wv.com>. Please note there is a one-time fee of \$130.00.

Exhibit J
Agreement Addendum

WV-96 **AGREEMENT ADDENDUM**

Rev. 5/16

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. 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.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees. 7.

NO WAIVER – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **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 hereby deleted.
11. **FEES OR COSTS** – 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.
12. **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.
13. **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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. 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.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA VENDOR

Spending Unit: _____ Company Name: _____

Signed:

Signed: _____

Title:

Title: _____

Date:

Date: _____

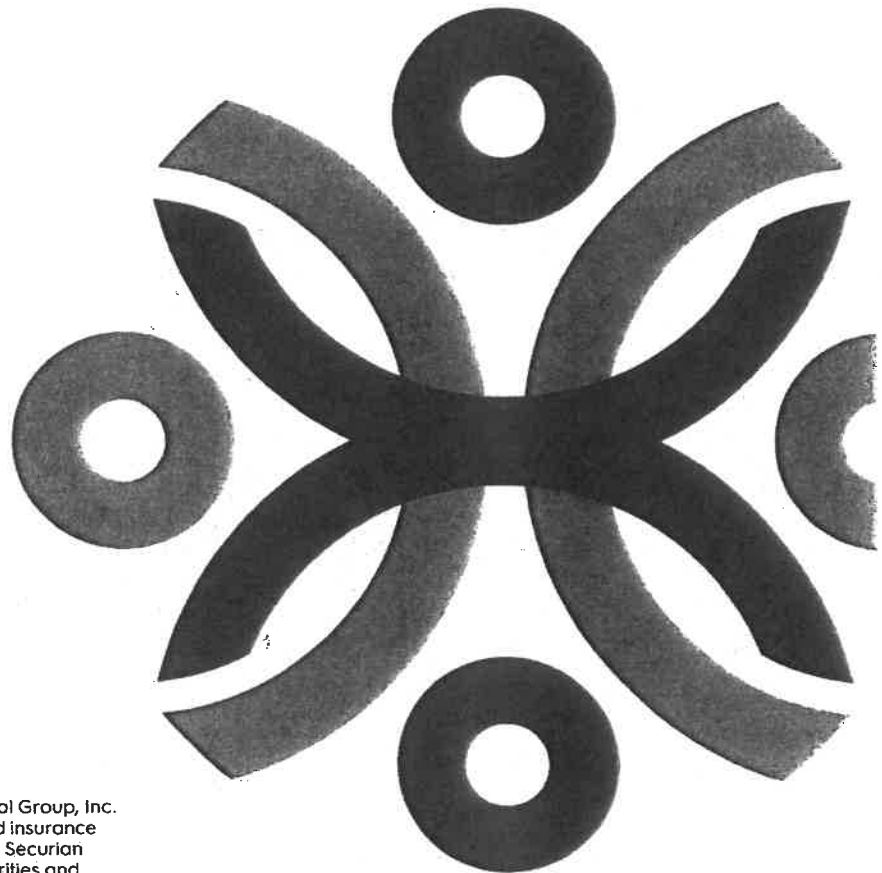
Exhibit K

CERTIFICATE OF INSURANCE

Group term life certificate of insurance

Your life insurance products
are issued by Minnesota Life
Insurance Company, an
affiliate of Securian Financial.

Effective July 1, 2019



Securian Financial is the marketing name for Securian Financial Group, Inc. and its affiliates. Insurance products are issued by its affiliated insurance companies, including Minnesota Life Insurance Company and Securian Life Insurance Company, a New York authorized insurer. Securities and investment advisory services offered through SecurianFinancial Services, Inc., registered investment advisor, member FINRA/SIPC.

Introduction To Your PEIA Group Life Insurance Policy underwritten by Minnesota Life Insurance Company:

This booklet provides a description of the options available to you and your dependents. Detailed policy provisions including enrollment requirements, effective dates of coverage, policy limits, and exclusions are included. Please review this important information and keep it in a secure place for future reference.

As an eligible employee of an employer who is affiliated with the West Virginia Public Employees Insurance Agency (PEIA), life insurance benefits are available to you and your dependents through a group life insurance policy underwritten by Minnesota Life Insurance Company. Your benefit choices include basic life insurance, optional life insurance, and optional dependent life insurance.

Basic Life Insurance

Active and retired employees may elect basic life insurance. Your benefit amount depends on your age and employment status (active employee or retired employee).

Basic Accidental Death and Dismemberment Insurance

Active employees who elect basic life insurance are automatically covered for accidental death and dismemberment (AD&D) insurance. Retired employees are not eligible for AD&D insurance.

Optional Life and AD&D Insurance

If you want more protection than the basic life insurance benefit provides, you may elect additional coverage. Optional life insurance and an equal amount of AD&D coverage are available to active employees. Retired employees may also select optional life insurance, but no AD&D benefits are available to retired employees.

Dependent Life and AD&D Insurance

Active employees may choose life and AD&D insurance for their eligible dependents. Retired employees may elect dependent life insurance, but no AD&D benefits are available to dependents of retired employees.

Please remember that both basic and optional coverage on the employee is decreasing term life insurance. That means the premiums increase and coverage amounts decrease as the employee ages.

Again, please review this information, and if you have questions regarding this coverage, please contact Minnesota Life Insurance Company at 800-203-9515.

Employee Group Term Life Certificate of Insurance

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

Effective July 1, 2019

POLICY NUMBER: 33227-G

POLICYHOLDER: WEST VIRGINIA PUBLIC EMPLOYEES INSURANCE AGENCY

Read Your Certificate Carefully

You are insured under the group policy shown on the specifications page attached to this certificate. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this

certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the policyholder during regular working hours.


Secretary


President

GROUP TERM LIFE CERTIFICATE OF INSURANCE

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ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE SUPPLEMENT

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DEPENDENTS TERM LIFE INSURANCE CERTIFICATE SUPPLEMENT

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TERM LIFE WAIVER OF PREMIUM CERTIFICATE SUPPLEMENT

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ACCELERATED BENEFITS CERTIFICATE SUPPLEMENT

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GENERAL INFORMATION

POLICYHOLDER: West Virginia Public Employees Insurance Agency **POLICY NO.:** 33227-G

- PARTICIPATING EMPLOYERS:**
- State of West Virginia
 - West Virginia Legislature
 - West Virginia State colleges and universities
 - County boards of education to include elected members of the boards of education
 - Counties, cities, or towns (if the employer elects to participate in the PEIA Plan)
 - Comprehensive community mental health centers and mental retardation centers authorized pursuant to West Virginia Code
 - Other individuals and government bodies specified in the West Virginia Code, (if the employer elects to participate in the PEIA Plan)

POLICY EFFECTIVE DATE: July 1, 2006. This specifications page represents the plan in effect as of July 1, 2019.

This certificate and/or certificate specifications page replaces any and all certificates and/or certificate specifications pages previously issued to you under the group policy. Please replace any certificate and/or certificate specifications page previously issued to you with this new certificate and/or specifications page.

GROUP: Regular, full-time active public employees of West Virginia (including elected officials) who are:

- full-time employees regularly working at least 20 hours per week in an eligible position that is considered full-time by the participating employer; or
- elected officials who work full-time in elected positions; or
- members of the West Virginia Legislature; or
- elected members of a county board of education; or
- school service employees eligible under W. Va. Code, Chapter 18A

Retired public employees are also eligible under the policy as defined by the policyholder as follows:

The retiree meets the minimum eligibility requirements of the applicable State retirement system and the retiree's last employer immediately prior to retirement is a participating employer under the state retirement system. Members of the Teacher's Defined Contribution Retirement plan must have 12 or more years of credited service or be age 60 or over with a minimum of 5 years of service to qualify to continue coverage upon retirement. Members who participate in a non-State retirement system must, in the case of education employees (such as TIAA-CREF or similar plans), meet the minimum eligibility requirements of the State Teachers Retirement System, and in other cases, meet the minimum eligibility requirements of the Public Employees Retirement System.

ENROLLMENT PERIOD: The calendar month in which an employee is hired and the two calendar months immediately following the employee's date of hire. An employee must complete an enrollment form for all coverage under this policy, including basic insurance.

In addition, for an employee who acquires a newly eligible dependent through marriage, birth or adoption, the enrollment period for the newly eligible dependent is the calendar month in which the event occurs and the two calendar months immediately following the event.

NOTE: Active employees must enroll in basic life insurance when enrolling in health insurance.

WAITING PERIOD:

For employees in an eligible class on July 1, 2006:
None

For all other employees:

The period commencing with the employee's date of employment and ending with the first day of the month immediately following the employee's enrollment for coverage under the group policy. For employees who enroll before their first day of active employment, coverage will begin the first day of the month following the employee's first day of active employment.

**MINIMUM HOURS PER WEEK
REQUIRED:**

20 hours per week, unless otherwise exempt under W. Va. Code.

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE TERM LIFE INSURANCE:

Basic Life Insurance

Eligible Class – All active employees

Schedule of Basic Life Insurance

<u>Under age 65</u>	<u>Age 65 – 69</u>	<u>Age 70 or over</u>
\$10,000	\$6,500	\$5,000

Eligible Class – All disabled employees whose coverage is continued under the Waiver of Premium Rider

Schedule of Basic Life Insurance

<u>Under age 65</u>	<u>Age 65 – 69</u>	<u>Age 70 or over</u>
\$10,000	\$5,000	\$2,500

Optional Life Insurance

An employee must enroll for basic life insurance in order to enroll for optional life insurance. An employee may choose an amount of optional life insurance from the following options:

Eligible Class – All active employees

Schedule of Optional Life Insurance

<u>Option</u>	<u>Under age 65</u>	<u>Age 65 – 69</u>	<u>Age 70 or over</u>
I	\$ 5,000	\$ 3,250	\$ 2,250
II	10,000	6,500	4,500
III	20,000	13,000	9,000
IV	30,000	19,500	13,500
V	40,000	26,000	18,000
VI	50,000	32,500	22,500
VII	60,000	39,000	27,000
VIII	75,000	48,750	33,750
IX	80,000	52,000	36,000
X	100,000	65,000	45,000
XI	150,000	97,500	67,500
XII	200,000	130,000	90,000
XIII	250,000	162,500	112,500
XIV	300,000	195,000	135,000
XV	350,000	227,500	157,500
XVI	400,000	260,000	180,000
XVII	450,000	292,500	202,500
XVIII	500,000	325,000	225,000

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Basic and Optional AD&D Insurance

Eligible Class

Amount of Basic and Optional AD&D Insurance

All employees

An amount equal to the amount of basic and optional life insurance for which the employee is insured under the group policy.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

AGE REDUCTIONS:

For basic insurance age reductions will apply the first day of the calendar month following an employee's attainment of a specified age.

For optional insurance age reductions will apply the first day of the calendar month following an employee's attainment of a specified age.

RETIREE COVERAGE:

An eligible retiree may elect basic and optional life insurance coverage as a retiree on a contributory basis, subject to the following provisions.

Basic Retiree Life Insurance

Evidence of insurability will not be required for basic retiree coverage if:

- (1) basic retiree coverage is elected during the month of the employee's retirement or within the two calendar months immediately following the employee's date of retirement; and
- (2) the employee was covered for basic life insurance immediately prior to his or her date of retirement.

All elections for retiree basic coverage must be made during the employee's month of retirement, or within the subsequent two calendar months immediately following the employee's date of retirement. Basic retiree insurance cannot be elected outside of this enrollment period.

If elected by the employee, the amount of basic retiree life insurance will be determined by the retiree's age as follows:

Schedule of Basic Retiree Life Insurance

<u>Under age 67</u>	<u>Age 67 or over</u>
\$5,000	\$2,500

Optional Retiree Life Insurance

A retired employee (including an employee approved for disability retirement) who is enrolled for basic retiree life insurance may also elect one of the following options of optional retiree life insurance:

Schedule of Optional Retiree Life Insurance

<u>Option</u>	<u>Under age 65</u>	<u>Age 65 – 69</u>	<u>Age 70 or over</u>
I	5,000	3,250	2,500
II	10,000	6,500	5,000
III	15,000	9,750	7,500
IV	20,000	13,000	10,000
V	30,000	19,500	15,000
VI	40,000	26,000	20,000
VII	50,000	32,500	25,000
VIII	75,000	48,750	37,500
IX	100,000	65,000	50,000
X	150,000	97,500	75,000

**Optional Retiree Life Insurance
Continued**

All elections for retiree optional coverage must be made during the employee's month of retirement, or within the subsequent two calendar months immediately following the employee's date of retirement or the date the employee is approved for disability retirement. Optional retiree coverage cannot be elected or increased outside of this enrollment period.

Evidence of insurability will not be required for elections equal to or less than the amount of optional insurance the retiree had in force as an active employee under the plan immediately prior to his or her retirement date. As an exception an employee enrolled for Option I or Option II as an active employee can enroll for the same respective option under the retiree schedule without evidence of insurability, even if the election results in a slight increase in his or her amount of insurance.

Evidence of insurability will be required for any increase in the amount of insurance. Any amount of life insurance subject to evidence of insurability will become effective the first day of the month following the date which Minnesota Life finds the evidence of insurability to be satisfactory.

In the event a retired employee dies within 31 days of his or her retirement date without making an election for retiree coverage, benefits will be paid according to the employee's coverage in force immediately prior to his or her date of retirement.

All AD&D coverage terminates the first day of the month following the employee's date of retirement.

CONTRIBUTORY/NONCONTRIBUTORY:

Basic insurance for active employees may be noncontributory or contributory insurance, as determined by the participating employer. Basic insurance for retired employees is contributory insurance. All optional insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT:

Guaranteed issue is the maximum amount of insurance an employee can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For basic insurance:

All basic insurance is guaranteed issue.

For optional insurance:

For employees in an eligible class immediately prior to the effective date of the group policy:

An amount equal to the amount of contributory insurance for which the employee was insured under the prior carrier's group policy on the day immediately preceding the effective date of this policy.

For employees who first become eligible after the effective date of this policy:

\$100,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the certificate and for an amount of insurance greater than the guaranteed issue amount.

DEPENDENTS BENEFIT SCHEDULE

DEPENDENTS TERM LIFE INSURANCE: An employee must enroll for basic life insurance in order to enroll for dependents term life insurance. An active employee enrolled for life insurance may choose an amount of dependents term life insurance from the following options:

Schedule of Life Insurance

<u>Option</u>	<u>Eligible Class</u>	<u>Amount of Life Insurance</u>
I	Spouse	\$ 5,000
	Children	2,000
II	Spouse	10,000
	Children	4,000
III	Spouse	15,000
	Children	7,500
IV	Spouse	20,000
	Children	10,000
V	Spouse	40,000
	Children	15,000

An employee must enroll each dependent he or she wants to cover. All insured dependents must be insured under the same coverage option. In the event an employee who has dependents insurance in force for existing dependents acquires a newly eligible dependent, the newly eligible dependent may be enrolled for any of the coverage options listed above on a guaranteed issue basis, except option V, provided enrollment for the newly eligible dependent is made within the enrollment period. Evidence of insurability is required for all dependents enrolling for option V, regardless of when application is made.

If the amount of insurance applied for on the life of the newly acquired dependent is greater than the amount of insurance then in force for the employee's other insured dependents, evidence of insurability will be required for all previously insured dependents. The increase in coverage will not become effective until the first day of the month following the date required evidence of insurability is approved by Minnesota Life. If any dependent is declined in underwriting the employee may choose to continue dependent coverage for all dependents (including the newly acquired dependent) at the coverage amount in force without applying the increase, or cancel coverage for the declined dependent and continue coverage at the increased amount for all other insured dependents.

DEPENDENTS ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

Available to dependents of active employees only. Not available for dependents of retired employees.

Eligible Class

Spouse and Children

Amount of Insurance

An amount equal to the amount of dependents term life insurance for which the spouse or child is insured under the group policy.

GENERAL PROVISIONS FOR DEPENDENTS INSURANCE

CONTRIBUTORY/NONCONTRIBUTORY: Dependents insurance is contributory insurance.

GUARANTEED ISSUE AMOUNT: Guaranteed issue is the maximum amount of insurance an eligible dependent can receive without evidence of insurability when first eligible under the plan provided enrollment is made within the enrollment period. The amounts are as follows:

For employees with eligible dependents immediately prior to the effective date of this policy:

The guaranteed issue amount is equal to the amount of dependents insurance for which they were insured under the prior group policy.

For employees who first become eligible for dependents insurance after the effective date of this policy:

Spouse: \$20,000
Child: \$10,000

EVIDENCE OF INSURABILITY:

Evidence of insurability is required as stated in the certificate and for an amount of insurance greater than the guaranteed issue amount.

EFFECT OF EMPLOYEE’S RETIREMENT:

An eligible retiree who is insured under the basic retiree life plan may elect optional dependents life insurance coverage (not including AD&D insurance) as a retiree, subject to the following provisions.

All elections for optional dependents life insurance coverage must be made during the employee’s month of retirement, or within the subsequent two calendar months immediately following the employee’s date of retirement.

A retired employee insured under the basic retiree life plan may elect one of the following options of dependent life insurance.

<u>Option</u>	<u>Eligible Class</u>	<u>Amount of Life Insurance</u>
I	Spouse	\$ 5,000
	Children	2,000
II	Spouse	10,000
	Children	4,000
III	Spouse	15,000
	Children	7,500
IV	Spouse	20,000
	Children	10,000
V	Spouse	40,000
	Children	15,000

Retirees with dependent coverage inforce immediately prior to retirement:

A retiree may elect to continue dependent term life insurance equal to the amount inforce immediately prior to his or her retirement without evidence of insurability. Any increase in the amount of dependent term life insurance will require evidence of insurability.

Retirees with no dependent coverage inforce immediately prior to retirement:

A retiree who is not enrolled for dependent life insurance immediately prior to retirement may elect any of the coverage options offered. Evidence of insurability will be required.

Retirees who acquire a newly eligible dependent

A retiree who acquires a newly eligible spouse or dependent child may elect Option 1 without evidence of insurability, provided the retiree enrolls for dependent coverage during the month in which he or she acquires a newly eligible dependent, or within the two calendar months immediately following the month in which he or she acquires the newly eligible spouse or dependent child. Elections for greater than level 1 require evidence of insurability.

Dependent life insurance elections which do not require evidence of insurability will become effective the first day of the month immediately following the date the retiree enrolls for dependent life insurance.

Dependent life insurance for any dependent required to submit evidence of insurability will become effective the first day of the month immediately following the date such evidence of insurability is found satisfactory by Minnesota Life.

In the event a dependent dies within 31 days of the employee’s retirement date and before the retiree has made an election for retiree dependent life coverage, benefits will be paid according to the dependent’s coverage inforce immediately prior to his or her date of retirement.

All dependents AD&D coverage terminates the first day of the month following the employee’s date of retirement.

ADDITIONAL INFORMATION

QUALIFIED STATUS CHANGES:

An active employee who experiences one of the Qualified Status Changes listed below may make the following election changes without providing evidence of insurability, provided enrollment is made within 31 days of the status change and the employee has not previously been declined any insurance amount under this policy due to failure to provide satisfactory evidence of insurability:

- An active employee may elect or increase his or her optional life insurance by one coverage option, including enrolling for the first time at the lowest offered coverage option, provided the resulting amount of insurance does not exceed \$100,000.

Coverage will be effective on the date of the election, subject to the actively at work requirement.

Qualified Status Change for this purpose means:

- Birth or adoption or otherwise acquiring a newly eligible child
- Marriage
- Divorce

This guaranteed issue increase opportunity does not apply to retirees.

ONE-TIME OPEN ENROLLMENT OPPORTUNITY - ACTIVE EMPLOYEES:

There will be a one-time open enrollment period in the first half of 2019. An active employee will have an opportunity to apply for an increase in his or her amount of optional life insurance.

An active employee participating in the optional insurance plan can increase coverage by one level without evidence of insurability, provided the resulting amount of insurance does not exceed \$100,000. An active employee who previously waived optional insurance is not eligible for this guaranteed issue offer.

Requests for coverage for employees who previously waived optional insurance, requests for increases of more than one coverage level, or a request to increase coverage above \$100,000 can be made during this open enrollment period however, evidence of insurability will be required.

Elections made during this open enrollment period which do not require evidence of insurability will become effective July 1, 2019. Elections which require evidence of insurability will become effective the later of July 1, 2019, or the first day of the month immediately following the date such evidence of insurability is found satisfactory by Minnesota Life.

The actively at work provision applies to all increases in an employee's amount of insurance.

WAIVER OF PREMIUM APPLICATION:

Applies to basic employee term life insurance only.

Does not apply to basic AD&D insurance, optional employee term life insurance, optional employee AD&D insurance, or optional dependents term life or dependents AD&D insurance.

SUPPLEMENTS TO THE CERTIFICATE

Accidental Death and Dismemberment

Dependents Term Life

Waiver of Premium

Accelerated Benefits

Definitions

age

Attained age as of most recent birthday.

application

Your application for insurance under the group policy and, if required, your evidence of insurability application.

certificate effective date

The date your coverage under this certificate becomes effective.

contributory insurance

Insurance for which you are required to make premium contributions.

employee

An individual who is employed by a participating employer. As used herein, the term employee shall also mean an appointed or elective officer.

employer

Any designated participating employer.

evidence of insurability

Evidence satisfactory to us of the good health of the prospective insured and any other underwriting information we require.

insured

A person who is eligible for and becomes insured according to the terms of this certificate.

non-work day

A day on which you are not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long term disability.

noncontributory insurance

Insurance for which you are not required to make premium contributions.

PEIA

Public Employees Insurance Agency.

participating employer

Any employer which has affiliated with the West Virginia Public Employees Insurance Agency.

policyholder

The owner of the group policy as shown on the specifications page attached to this certificate.

specifications page

The outline which summarizes your coverage under the policyholder's plan of insurance.

waiting period

The period, if any, of continuous employment with the employer required prior to becoming eligible for coverage under this certificate. The waiting period is shown on the specifications page attached to this certificate.

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

An employee or retired employee who is eligible for and becomes insured under the group policy.

General Information

What is your agreement with us?

You are insured under the group policy shown on the specifications page attached to this certificate. This certificate summarizes the principal provisions of the group policy that affect your life insurance coverage. The provisions summarized in this certificate are subject in every respect to the group policy.

Any statements made in your application as defined in this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in the application.

This certificate is issued in consideration of your application and the payment of the required premium.

Can this certificate be amended?

Yes. We retain the right to amend this certificate at any time without your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Who is eligible for insurance?

You are eligible if you:

- (1) are a member of the group and of an eligible class as defined in the group policy; and
- (2) work for a participating employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this certificate; and
- (3) have satisfied the waiting period as shown on the specifications page attached to this certificate; and
- (4) meet the actively at work requirement as shown in the section entitled "What is the actively at work requirement?".

Are retired employees eligible for insurance?

Yes. As reflected in the specifications page attached to this certificate, the policyholder's plan of insurance provides insurance for eligible retired employees. The minimum hours per week and actively at work requirements do not apply to such persons.

What is the actively at work requirement?

To be eligible to become insured or to receive an increase in the amount of insurance, you must be actively at work performing your customary duties for a full work day at the employer's normal place of business, or at other places the employer's business requires you to travel.

If you are not actively at work on the date coverage would otherwise begin, or on the date an increase in your amount of insurance would otherwise be effective, you will not be eligible for the coverage or increase until you complete a full day of active work. However, if the absence is on a non-work day, coverage will not be delayed provided you were actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, you are eligible to continue to be insured only while you remain actively at work.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the amount of insurance applied for is greater than the guaranteed issue amount shown on the specifications page attached to this certificate; or
- (2) you do not enroll within the enrollment period shown on the specifications page attached to this certificate; or
- (3) the insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
- (4) you are insured by an individual policy issued under the terms of the conversion right section.

When does insurance become effective?

Insurance becomes effective on the first day of the month immediately following the date that all of the following conditions have been met:

- (1) you meet all eligibility requirements; and
- (2) if required, you apply for the insurance on forms which are approved by us; and
- (3) we are satisfied with your evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

Can your coverage be continued during sickness, injury, leave of absence or temporary layoff?

Yes. The participating employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff. Continuation of your insurance is subject to certain time limits and conditions as stated in the group policy. If you stop active work for any reason, you should discuss with your employer what arrangements may be made to continue your insurance.

Premiums

When and how often are your premium contributions due?

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a monthly basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which the policyholder and we agree.

We may change the premium rate:

- (1) on any premium due date after the end of the rate guarantee period; or
- (2) anytime, if the policy terms are amended or the total amount of insurance in force changes by 10% or more.

Death Benefit

What is the amount of the death benefit?

The amount of the death benefit is the amount of insurance shown on the specifications page attached to this certificate.

Can you request a change in the amount of your contributory insurance?

Yes. The policyholder's plan of insurance, as reflected in the specifications page attached to the group policy, allows for a choice of amounts of insurance for your class. You can request an increase or a decrease in the amount of your contributory insurance within the limitations of the policyholder's plan of insurance, including any limitations on when and how often such requests may be made. All requests must be made in writing.

If you request an increase in the amount of your contributory insurance, we will require evidence of insurability.

When will changes in your coverage amount be effective?

Requested increases in the amount of your contributory insurance, if approved, are effective on the first day of the month immediately following the date we approve the increase. Requested decreases in the amount of your contributory insurance will become effective according to the policyholder's enrollment rules.

All increases in the amount of insurance are subject to the actively at work requirement.

When will the death benefit be payable?

We will pay the death benefit upon receipt at our home office of written proof that you died while insured under this certificate. All payments by us are payable from our home office.

The death benefit will be paid in a single sum or by any other method agreeable to us and the beneficiary. We will pay interest on the death benefit from the date of your death until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually, or the minimum required by state law, whichever is greater.

Payment of the death benefit will extinguish our liability under the certificate for which the death benefit has been paid.

To whom will we pay the death benefit?

We will pay the death benefit to the beneficiary or beneficiaries. A beneficiary is named by you to receive the death benefit to be paid at your death. You may name one or more beneficiaries. You cannot name the policyholder or a participating employer as a beneficiary.

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the death benefit, a beneficiary must be living on the date of your death. In the event a beneficiary is not living on the date of your death, that beneficiary's portion of the death benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of the simultaneous deaths of you and a beneficiary,

the death benefit will be paid as if you survived the beneficiary.

If there is no eligible beneficiary, or if you do not name one, we will pay the death benefit to:

- (1) your lawful spouse, if living, otherwise;
- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) your parents in equal shares, if living, otherwise;
- (4) your brothers and sisters (including whole or half blood) in equal shares, if living, otherwise;
- (5) the personal representative of your estate.

Can you add or change beneficiaries?

Yes. You can add or change beneficiaries if all of the following are true:

- (1) your coverage is in force; and
- (2) you have not assigned the ownership of your insurance.

A request to add or change a beneficiary must be made in writing. A change will take effect as of the date it is signed, but will not affect any payment we make or action we take before receiving your notice.

Termination

When does your coverage terminate?

Your coverage ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the last day of the calendar month in which your employment voluntarily ceases, except that retired employees who meet the minimum eligibility requirements of the applicable state retirement system continue to be eligible under the plan of insurance available to eligible retirees, provided you apply in the month of or the two calendar months immediately following your retirement; or
- (3) three months after the end of the month in which your employment ends if employment is terminated involuntarily or through a reduction of work force, except that retired employees who meet the minimum eligibility requirements of the applicable state retirement system continue to be eligible under the plan of insurance available to eligible retirees, provided you apply in the month of or the two calendar months immediately following your retirement; or
- (4) the date the group policy is amended so you are no longer eligible; or
- (5) upon the expiration of the grace period for any premium contribution which is not paid; or
- (6) the last day for which premium contributions have been paid following your written request to cease participation under this certificate.

When does the group policy terminate?

The policyholder may terminate the group policy by giving us 30 days prior written notice. We reserve the right to terminate the group policy on the earliest of the following to occur:

- (1) upon the expiration of the grace period for any premiums which are not paid; or
- (2) on any subsequent policy anniversary after the date the number of employees insured is less than any minimum established by us or as required by applicable state law; or
- (3) 30 days after we provide the policyholder with notice of our intent to terminate the group policy.

Conversion Right

What is the conversion right?

You may convert this insurance to a new individual life insurance policy if all or part of your life insurance under the group policy terminates.

You may convert up to the full amount of terminated insurance if termination occurs because you move from one existing eligible class to another, or you are no longer in an eligible class.

What is the limited conversion right?

Limited conversion is available if, after you have been insured for at least three years and the group policy has been in effect for at least five years, insurance is terminated because:

- (1) the group policy is terminated; or
- (2) the group policy is changed to reduce or terminate your insurance.

You may convert up to the full amount of terminated insurance, but not more than the maximum. The maximum is the lesser of:

- (a) \$10,000; and
- (b) the amount of life insurance which terminated minus any amount of group life insurance for which you become eligible under any group policy issued or reinstated by us or any other carrier within 31 days of the date the insurance terminated under the group policy.

Neither the conversion right nor the limited conversion right is available if your coverage under the group policy terminates due to failure to make, when due, required premium contributions.

Under both the conversion right and the limited conversion right, you may convert your insurance to any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance. The individual policy will not include any supplemental benefits, including, but not limited to, any disability

benefits, accidental death and dismemberment benefits, or accelerated benefits.

The incontestable and suicide exclusion periods for the new individual policy will still be measured from the original effective date of your certificate under the group policy. However, if you apply for an increase in your amount of insurance under the new individual policy, or if the new individual policy contains new or additional benefits, the incontestability and suicide exclusion periods will be measured from the effective date of your new individual policy.

How do you convert your insurance?

You convert your insurance by applying for an individual policy and paying the first premium within 31 days after your group insurance terminates. No evidence of insurability will be required.

How is the premium for the individual policy determined?

We base the premium for the individual policy on the plan of insurance, your age, and the class of risk to which you belong on the date of the conversion.

When is the individual policy effective?

The individual policy takes effect 31 days after the group insurance provided under the group policy terminates.

What happens if you die during the 31-day period allowed for conversion?

If you die during the 31-day period allowed for conversion, we will pay a death benefit regardless of whether or not an application for coverage under an individual policy has been submitted. The death benefit will be the amount of insurance you would have been eligible to convert under the terms of the conversion right section.

We will return any premium you paid for an individual policy to your beneficiary named under the group policy. In no event will we be liable under both the group policy and the individual policy.

Additional Information

What if your age has been misstated?

If your age has been misstated, the death benefit payable will be that amount to which you are entitled based on your correct age. A premium adjustment will be made so that the actual premium required at your correct age is paid.

When does your insurance become incontestable?

Except for fraud or the non-payment of premiums, after your insurance has been in force during your lifetime for two years from the effective date of your coverage, we cannot contest your coverage. However, if there has been an increase in the amount of insurance for which you were required to apply or for which we required evidence of

insurability, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements you make in your application as defined under this certificate will, in the absence of fraud, be considered representations and not warranties. Also, any statement you make will not be used to void your insurance, nor defend against a claim, unless the statement is contained in the insured's application.

Can your insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, and you file the original instrument or a certified copy with PEIA and you receive an acknowledged copy.

Assignments will be allowed only if:

- (1) they are not collateral assignments or assignments for consideration; and
- (2) they are consented to in writing with your notarized signature.

We are not responsible for the validity of any assignment. You are responsible for ensuring that the assignment is legal in your state and that it accomplishes your intended goals. If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.

Is the policyholder required to maintain records?

Yes. The policyholder is required to maintain adequate records of any information necessary for us to administer this certificate.

If a clerical error is made in keeping records on the insurance under the group policy, it will not affect otherwise valid insurance. A clerical error does not continue insurance which is otherwise stopped. If an error causes a change in premium payment, we will make a fair adjustment.

Will the provisions of this certificate conform with state law?

Yes. If any provision in this certificate, or in the provisions of the group policy, is in conflict with the laws of the state governing the certificates or the group policy, the provision will be deemed to be amended to conform to such laws

Accidental Death and Dismemberment Certificate Supplement

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate.

What does this supplement provide?

This supplement provides a benefit for your or your insured dependent's accidental death or dismemberment which occurs as a result of an accidental injury.

Accidental Death and Dismemberment Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this supplement means that an insured's death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen.

The injury must occur while the insured's coverage under this supplement is in force. The insured's death or dismemberment must occur within 90 days after the date of the injury and while his or her coverage under this supplement is in force.

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, resulting from, or where there is a contribution from, any of the following:

- (1) suicide or attempted suicide, whether sane or insane; or
- (2) the insured's participation in or attempt to commit a felony; or
- (3) bodily or mental infirmity, illness or disease; or
- (4) the abuse of drugs, or the use of poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected, except as administered by a licensed medical professional; or
- (5) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- (6) war or any act of war, whether declared or undeclared.

What is the amount of the accidental death and dismemberment benefit?

FOR LOSS OF	AMOUNT OF BENEFIT
Life	Full Amount of Insurance
Both Hands or Both Feet	Full Amount of Insurance
Sight of Both Eyes	Full Amount of Insurance
Speech and Hearing	Full Amount of Insurance
One Hand and One Foot	Full Amount of Insurance
One Foot and Sight of One Eye	Full Amount of Insurance
One Hand and Sight of One Eye	Full Amount of Insurance
Quadriplegia	Full Amount of Insurance
Paraplegia	75% of Amount of Insurance
Hemiplegia	50% of Amount of Insurance
Speech or Hearing	50% of Amount of Insurance
Sight of One Eye	50% of Amount of Insurance
One Hand or One Foot	50% of Amount of Insurance
Thumb and Index Finger of one Hand	25% of Amount of Insurance

The amount of insurance is shown on the specifications page attached to your certificate. Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Quadriplegia means total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet).

Paraplegia means total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet). Hemiplegia means total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body.

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental loss but the total amount of AD&D insurance payable under this rider for all of an insured's losses due to any one accident, will never exceed the full amount of AD&D insurance shown on the specifications page attached to your certificate.

When will the accidental death and dismemberment benefit be payable?

We will pay the accidental death and dismemberment benefit upon receipt at our home office of written proof that an insured died or suffered dismemberment as a result of an accidental injury. All payments by us are payable from our home office.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the insured's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

We pay the death benefit to the person or persons entitled to receive a death benefit under the terms of your certificate. The benefit for other losses is paid to you.

Termination

When does an insured's coverage under this supplement terminate?

An insured's coverage ends on the earliest of:

- (1) the date the insured is no longer covered for life insurance under the group policy; or
- (2) the last day of the month in which you retire; or
- (3) upon the expiration of the grace period following the due date of any premium contribution which is not paid.

When does this supplement terminate?

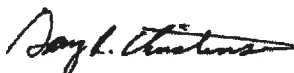
This supplement will terminate on the earlier of:

- (1) the date we receive a request from the policyholder to cancel the Accidental Death and Dismemberment Policy Rider to the group policy; or
- (2) the date the group policy is terminated.

Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have you medically examined at our expense whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.


Secretary


President

Dependents Term Life Insurance Certificate Supplement

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides insurance on the lives of your eligible dependents.

What members of your family are eligible for insurance under this supplement?

The following members of your family are eligible for insurance under this supplement:

- (1) your lawful spouse who is not legally separated from you and;
- (2) your insured biological children, stepchildren, legally adopted children under the age of 26, and children for whom you are the court appointed guardian to age 18.

Eligibility begins at live birth (stillborn or unborn children are not eligible).

A child who has attained the age of 26 is also eligible for continued coverage under the group policy if he or she is physically or mentally incapable of self-support and all of the following apply:

- (a) the child is unmarried; and
- (b) the disabling condition must have begun before attainment of age 26;
- (c) the child must have been insured under this supplement prior to attainment of age 26; and
- (d) the child is financially dependent on you for more than one-half of his or her support and maintenance.

If both parents of a child qualify as eligible employees under the group policy, both may elect to cover the child under this rider. If any child qualifies as an eligible employee under the group policy, he or she is not eligible to be insured as a dependent child.

When will we require evidence of insurability?

Evidence of insurability will be required if:

- (1) the amount of insurance applied for is greater than the guaranteed issue amount shown on the specifications page attached to your certificate; or

- (2) you apply for an increase in the amount of insurance for a covered dependent; or
- (3) you do not enroll for coverage under this supplement within the enrollment period shown on the specifications page attached to your certificate; or
- (4) dependents insurance for which you previously enrolled did not go into effect or was terminated because you failed to make a required premium contribution; or
- (5) the dependent is insured by an individual policy issued under the terms of the conversion right of this supplement.

When does insurance on a dependent (other than a newborn) become effective?

Insurance on a dependent becomes effective on the first day of the month following the date when all of the conditions listed below have been met:

- (1) the dependent meets all eligibility requirements; and
- (2) you apply for dependents coverage on the life of the eligible dependent on forms which are approved by us; and
- (3) we are satisfied with the dependent's evidence of insurability, if we require evidence; and
- (4) we receive the required premium.

If a dependent is hospitalized or confined because of illness or disease on the date his or her insurance would otherwise become effective, his or her effective date shall be delayed until he or she is released from such hospitalization or confinement.

However, in no event will insurance on a dependent be effective before your insurance under the group policy is effective.

When does insurance on a newborn become effective?

You may enroll your eligible newborn child (natural or adoptive) in any dependent insurance option offered under the plan of insurance without evidence of insurability, provided enrollment is made within the enrollment period. Coverage for the newborn child will become effective as follows:

- (1) if you have dependents insurance in force for any other eligible dependents immediately prior to the birth of the newborn, coverage for the newborn child will be effective upon live birth at the option level then in force for your eligible dependents insured under the policy. You may elect a higher option of coverage for the newborn child subject

- to the provisions outlined in the Specifications Page attached to this certificate; or
- (2) if you were not eligible for dependent coverage prior to the birth, or if you waived coverage on your eligible dependents, you may enroll the newborn child for any dependent coverage option available under the plan of insurance without evidence of insurability, provided enrollment is made within the enrollment period. Regardless of the dependent coverage option elected the newborn will be insured for an amount equal to option 1 from the time of live birth until the newborn is discharged from the hospital. Upon discharge from the hospital the newborn will be insured for the full amount of the elected option.

However, in no event will insurance on a newborn be effective before your insurance under the group policy is effective.

Death Benefit

What is the amount of life insurance on each insured dependent?

The amount of life insurance on each insured dependent is shown on the specifications page attached to your certificate.

To whom will we pay the death benefit?

The death benefit payable under this supplement will be paid to you if living, otherwise to your estate.

Termination

When does an insured dependent's coverage under this supplement terminate?

An insured dependent's coverage ends on the earliest of the following:

- (1) the last day of the month in which the dependent no longer meets the eligibility requirements; or
- (2) upon the expiration of the grace period following the due date of any premium contribution which is not paid; or

- (3) the last day for which premium contributions have been made following your written request that insurance on your eligible dependents be terminated; or
- (4) the date you are no longer covered under the group policy.

You must notify PEIA when a dependent is no longer eligible for coverage under this supplement so that premiums may be discontinued.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a request from the policyholder to cancel the Dependents Term Life Insurance Policy Rider; or
- (2) the date the group policy is terminated.

Additional Information

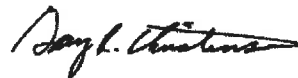
What is the conversion right under this supplement?

If an insured dependent's coverage under this supplement terminates because he or she is no longer eligible, or because of your death, or because of termination or amendment of this supplement, the insurance may be converted to a policy of individual insurance with Minnesota Life.

Conversion may be requested by you, an insured dependent of legal capacity, or the insured dependent's guardian, if applicable. All other conditions and provisions of the conversion right section of your certificate to which this supplement is attached will apply.

Does the Waiver of Premium supplement to your certificate apply to insured dependents?

No. The Waiver of Premium supplement to your certificate does not apply to dependents covered under this supplement.



Secretary



President

Term Life Waiver of Premium Certificate Supplement

Applies to Basic coverage only

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

General Information

This certificate supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein. The specifications page attached to your certificate indicates whether this supplement applies to contributory insurance or noncontributory insurance. Coverage under this supplement will not be included in any insurance issued under the conversion right section of your certificate.

What does this supplement provide?

This supplement provides for waiver of premium if you become totally and permanently disabled, as defined herein, while under age 60. Upon approval of proof of such disability, your basic insurance only will be continued in force without payment of premiums during the uninterrupted continuance of the total and permanent disability.

What is total disability?

Total disability is a disability which occurs while your insurance is in force and which results from an accidental injury or an illness that continuously prevents you from engaging in any occupation for which you are reasonably suited by education, training, or experience. You must be under the care of a licensed physician. The licensed physician cannot be you or a member of your immediate family. For purposes of this supplement, your immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters and their spouses.

What is permanent disability?

Permanent disability is a total disability which has existed continuously for at least nine months.

However, premiums will not be waived during any such recovery period.

Do premiums have to be paid after you become disabled?

Yes. Premiums have to be paid after you become disabled, but only until we approve your total and permanent disability claim. Continued payment prevents the possible loss of your coverage and eligibility if your claim is not approved.

What if you convert your group life insurance to a policy of individual insurance prior to the approval of your disability claim?

If your coverage has been converted in accordance with the conversion right section of your certificate, benefits under this supplement will apply only if the converted policy is surrendered without claim, except for refund of premiums.

What will be considered due proof of total and permanent disability?

You must furnish evidence satisfactory to us that your disability:

- (1) commenced while your insurance under your certificate was in force; and
- (2) meets the definition of total disability; and
- (3) commenced before your 60th birthday; and
- (4) was continuous for nine months or more.

We will, from time to time, also require additional proof satisfactory to us that you continue to be totally and permanently disabled. We may also require that you submit to one or more medical examinations at our expense.

If you die within one year of the date of onset of your disability, your beneficiary may claim benefits under this supplement even if your premium payments were discontinued and you had not submitted due proof satisfactory to us of your total disability or you were continuously disabled for less than nine months. Your beneficiary must submit due proof satisfactory to us that your total disability, which began before premium payments on your behalf were discontinued and before your 60th birthday, continued without interruption until your death.

When must we be notified of your disability or death?

We must receive written notice at our home office of your total disability within one year of the date of onset of such disability. However, failure to give notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

We must receive written notice at our home office within one year of death that you died during the period of continuance provided by this supplement. Proof must be furnished that you continued to be totally disabled during the entire period of continuance until death. If such notice and proof are not provided within the required time frame, there shall be no liability for any payment under this supplement.

What is the amount of insurance to be continued without payment of premium under this supplement?

The amount of your insurance continued shall be the amount show on the Specifications Page applicable to disabled employees.

How long will insurance be continued without payment of premium?

If you become totally and permanently disabled, insurance will be continued, without payment of premium, until the earliest of:

- (1) the date you recover so that you are no longer totally and permanently disabled; or
- (2) the date you fail to furnish proof of continued disability when requested or you refuse to submit to a required medical examination.

What happens to your insurance when the waiver of premium benefit ends?

When the benefits under this supplement end according to the provisions of the section entitled "How long will insurance be continued without payment of premium?," the following will apply:

- (1) If you are then eligible for coverage under your certificate, your insurance may be continued under your certificate provided that premiums are paid. The first such premium payment must be made within 31 days of the date the waiver of premium benefit ends.

- (2) if you are no longer eligible for coverage under your certificate, you may convert coverage to an individual policy, as provided for under the conversion right section of your certificate.

Your insurance will end unless, within 31 days of the date benefits under this supplement end, premium payments on your behalf are resumed or you apply to convert your coverage.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a request from the policyholder to terminate the Term Life Waiver of Premium Policy Rider; or
- (2) the date the group policy is terminated.

Insurance being continued without further payment of premiums in accordance with the provisions of this supplement will not end due solely to the termination of the Term Life Waiver of Premium Policy Rider or of the group policy.


Secretary


President

Accelerated Benefits Certificate Supplement

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

Benefits received under this Accelerated Benefits Certificate Supplement may be taxable. You should seek assistance from a personal tax advisor prior to requesting an accelerated payment of death benefits.

General Information

This certificate supplement is subject to every term, condition, exclusion, limitation, and provision of your certificate unless otherwise expressly provided for herein.

What does this supplement provide?

This supplement provides for the accelerated payment of a partial amount of an insured's optional death benefit provided under your certificate. If an insured has a terminal condition as defined in this supplement, you may request an accelerated payment of the applicable death benefit.

Definitions

accelerated benefit

The amount of the death benefit we will pay if the insured is eligible under this supplement.

death benefit

The amount of an insured's optional life insurance as shown on the specifications page attached to your certificate.

immediate family

Your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses.

physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you or a member of your immediate family.

Terminal Condition

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

What evidence do we require of your terminal condition?

We must be given evidence that satisfies us that the insured's life expectancy, because of sickness or accident,

is twelve months or less. That evidence must include certification by a physician.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while accelerated benefits are being considered or paid.

Payment of Accelerated Benefit

What is the accelerated benefit?

The accelerated benefit is the amount of the death benefit payable under this rider. It is the death benefit requested to be accelerated, subject to the minimum and maximum amounts described later.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) coverage must be in force and all premiums due must be fully paid; and
- (2) application must be made in writing and in a form which is satisfactory to us. We will tell you what form is required; and
- (3) you must be the sole owner of the certificate.

Who may request an accelerated payment of the death benefit?

You may request an accelerated payment of the insurance on your life or on the life of a spouse or dependent child insured under your certificate.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this supplement is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this supplement if the insured:

- (1) is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- (2) is required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

Is there a minimum or maximum death benefit eligible for an accelerated benefit?

Yes. The minimum death benefit to be eligible for an accelerated benefit under this supplement is \$10,000 for a certificate holder. The minimum does not apply to dependent spouse or child insurance. The maximum death benefit to be eligible for an accelerated benefit is 100 percent of your amount of employee optional life insurance, or 100 percent of an insured spouse or child's life insurance.

Can you choose to accelerate less than 100 percent of your amount of optional insurance?

Yes. You may choose to accelerate less than the maximum, provided the remaining amount is at least \$25,000 for a certificate holder, and matches up to one of the plans offered under the group policy. This minimum does not apply to dependent spouse or child insurance. This is called a partial accelerated benefit.

You may apply for a subsequent accelerated benefit at any time. However, the total amount payable to you for all accelerated benefit payments cannot exceed 100 percent of your amount of optional employee life insurance, or 100 percent of an insured spouse or child's life insurance in effect immediately prior to the first accelerated death benefit payment. We may ask for further satisfactory evidence that the insured meets all requirements for the accelerated benefit.

What is the effect on your coverage of the receipt of an accelerated benefit?

If a certificate holder elects to accelerate the full amount of an insured dependent's death benefit, the dependent's coverage and all other benefits under the certificate and any certificate supplements which apply to that insured dependent will end. If the insured is a certificate holder, and elects to accelerate the full amount of his or her optional insurance, the certificate holder's basic insurance and any certificate supplements which apply to the certificate holder will remain in force.

If a partial accelerated benefit is chosen, coverage will remain in force and premiums will be reduced accordingly. The remaining amount of insurance under the certificate will be the full amount of insurance minus the amount of insurance that was accelerated.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum or in any other mutually agreeable manner.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to you unless you validly assign them otherwise. If you die before all payments have been made, we will pay the remainder to the insured's beneficiary named under this certificate. Payment will be made in one lump sum which will be the present value of the payments that remain, using the interest rate we use to determine the payments.

Termination


When does your coverage under this supplement terminate?

An insured's coverage ends on the date the insured is no longer covered for life insurance under the group policy.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date we receive a request from the policyholder to cancel the Accelerated Benefits Policy Rider; or
- (2) the date the group policy is terminated.


Secretary


President

400 Robert Street North • St. Paul, Minnesota 55101-2098

GROUP TERM LIFE CERTIFICATE OF INSURANCE

Exhibit L

Data Exchange – Data Management Agreement

Data Exchange – Data Management Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=worldmap&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a

covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of

public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum

and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in

connection with the service issued from this proposal for any purpose other than fulfilling the service.

- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

- 4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.
- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
 - b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
 - c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract

oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider. a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

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- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per

record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience

- 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public

jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction) of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce

separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption

consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to: a. Access and use the service for its business purposes; b. For SaaS, use underlying software as embodied or used in the service; and c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: _____ Name of Vendor: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: _____

Name of

Agency: _____

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes
No
2. If yes to #1, does the restricted information include personal data?
Yes
No
3. If yes to #1, does the restricted information include non-public data?
Yes
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.? Yes
No
5. Provide name and email address for the Department privacy officer:

Name: _____

Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: _____

Email address: _____

Phone Number: _____