



COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

RFP No. 23-2530-5JOK

May 12, 2023
Request for Proposal ("RFP")
Group Short-Term and Long-Term Disability Program for VRS Hybrid
Participants – County of Henrico Government and Public Schools

Your firm is invited to submit a proposal to provide group short-term and long-term disability plans comparable to the Virginia Local Disability Program ("VLDP") for Virginia Retirement System ("VRS") Hybrid Retirement Plan participants within the County of Henrico general government and public schools in accordance with the enclosed Specifications and General Terms and Conditions. **Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.**

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **June 8, 2023 at 11:00 a.m., local prevailing time**, by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](https://eva.virginia.gov/).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Oscar Knott at kno008@henrico.us by no later than **May 30, 2023**.

Very truly yours,

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

I. INTRODUCTION

A. Purpose

The intent and purpose of this Request for Proposal (“RFP”), and the resulting contract, is to obtain services from a qualified firm to provide employer-sponsored short-term disability (“STD”) and long-term disability (“LTD”) plans which are considered comparable to the VLDP created for VRS Hybrid Retirement Plan participants in accordance with the Scope of Services section of the solicitation.

B. Background

The 2012 General Assembly created the VLDP for political subdivisions and school division employees who were hired or rehired on or after January 1, 2014 without VRS service credit, and who would be covered under the VRS Hybrid Retirement Plan. Employees who were active members of VRS Retirement Plans 1 or 2 were not moved to the VRS Hybrid Retirement Plan, but most of them were allowed to make a voluntary, irrevocable election to switch to the Hybrid Retirement Plan effective July 1, 2014 (which would have made them eligible for the comparable employer-sponsored program). Sworn public safety personnel (such as police officers, firefighters and Sheriff’s deputies) were not eligible for the VRS Hybrid Retirement Plan.

VRS Retirement Plans 1 and 2 include disability retirement benefits for participating employees. VLDP was created because the VRS Hybrid Retirement Plan that was designed to cover most new employees beginning January 1, 2014, did not include the disability retirement benefit included under VRS Retirement Plans 1 and 2. VLDP provides income protection for employees who are unable to work because of either a work-related or non-work-related illness, injury or other condition, such as surgery, pregnancy, complications of pregnancy or a catastrophic or major chronic condition. The program includes both STD and LTD coverage, and focuses on assisting employees with their recovery and helping them make a safe return to their full work duties when possible. Additional information about the VLDP can be found at <http://www.varetirement.org/hybrid/benefits/disability/virginia-local-disability-program.html>. Employer-paid comparable programs must meet or exceed the coverage set out in <https://law.lis.virginia.gov/vacode/title51.1/chapter11.1/>.

The County of Henrico, Virginia (the “County”, inclusive of both General Government and Henrico County Public Schools) sponsors a program of STD and LTD benefits for employees who are members of the VRS Hybrid Disability Plan. A disability program (commonly referred to as the Hybrid Disability Program) is provided for VRS Hybrid Retirement Plan members and is fully paid by the County in accordance with state law. The STD coverage is provided on an ASO basis. Claims for STD coverage are currently administered by The Standard Insurance Company and benefits are paid by the County through payroll. The LTD coverage is fully insured by The Standard Insurance Company which administers claims and pays benefits directly to the covered members.

Coverage is provided only for employees who are members of the VRS Hybrid Retirement Plan. New hires in the VRS Hybrid Retirement Plan are automatically enrolled for coverage under the Hybrid Disability Program effective upon date of hire. However, employees must be a member of the VRS Hybrid Retirement Plan for one year before becoming eligible for STD

benefits that are not work related. For work-related disabilities, enrolled employees are covered on their date of hire. LTD benefits may begin after the maximum STD benefits have been received.

STD Benefits for Hybrid Plan Members (ASO) - After a one-year waiting period and an elimination period of 7 calendar days, the STD benefit provides income replacement for a maximum period of 125 workdays at 60% of the employee's pre-disability earnings (i.e., "creditable compensation" that is reported to VRS). After five continuous years of participation, employees become eligible for income replacement of 100% of pre-disability earnings, which reduces to 80% and 60% as shown in the following tables.

For Non-Work-Related Disabilities:

Months of Continuous Participation	Workdays of 100% Replacement of Creditable Compensation	Workdays of 80% Replacement of Creditable Compensation	Workdays of 60% Replacement of Creditable Compensation
0-12	0	0	0
13-59	0	0	125 days
60-119	First 25 days	Next 25 days	Last 75 days
120-179	First 25 days	Next 50 days	Last 50 days
180 or more	First 25 days	Next 75 days	Last 25 days

For Work-Related Disabilities:

Months of Continuous Participation	Workdays of 100% Replacement of Creditable Compensation	Workdays of 80% Replacement of Creditable Compensation	Workdays of 60% Replacement of Creditable Compensation
Fewer than 60	0	0	125 days
60-119	First 85 days	Next 25 days	Last 15 days
120-179	First 85 days	Next 40 days	0

LTD Benefits for Hybrid Plan Members (Fully-Insured) – LTD benefits replace 60% of an employee's Creditable Compensation after the maximum STD benefits have been received. Benefits may continue until the employee becomes eligible for a VRS service retirement benefit.

Hybrid Disability Program resources for General Government:

<http://employees.henrico.us/info/hybrid-disability>

Hybrid Disability Program resources for Schools:

<https://henricoschools.us/benefits/income-protection/> and click on Income Protection.

The cost of STD and LTD benefits (premiums and/or administrative fees) will be entirely paid by the County. Employees will not contribute toward the cost of coverage under STD or LTD plans. Funding arrangements for the requested STD plan is advice-to-pay services for a self-insured plan and funding arrangements for the requested LTD is fully-insured.

II. SCOPE OF SERVICES

The Scope of Services is intended to establish Minimum Services and Additional Specific Conditions the Successful Offeror shall meet to fulfill the County's intent as stated in Section I of this RFP.

A. Minimum Services

The Successful Offeror shall:

1. Provide STD and LTD plans which meet or exceed the VRS-mandated "comparable" benefit requirement. The comparable plan must include STD and LTD coverage only, not long-term care.
2. Provide and/or make available necessary, appropriate and high-quality income protection benefits and services to each employee.
3. Ensure disability claims are managed effectively, efficiently, and consistent with the Code of Virginia requirements.
4. Provide high quality, efficient program administration and services, including but not limited to:
 - a. Maintaining accurate payment records.
 - b. Providing state-of-the-art data tracking and claims payment services.
 - c. Providing plan utilization, claims, enrollment, and premium data to the County General Government and Public Schools on at minimum at quarterly basis.
 - d. Maintaining separate accounts or subgroups as required by the County.
5. Provide administrative support services that simplify the work input and administrative time of General Government and Public Schools' benefits staff.
6. Maintain a local or toll-free customer service number for covered employees and General Government and Schools' benefits staff.
7. Designate a single point of contact (account manager) responsible for resolving issues, answering claims, administrative, and billing inquiries, and expediting services related to the overall performance of the Contract.
8. Provide an account team chart which lists contacts in relevant, functional areas (with phone numbers, email addresses, departments, and titles) that will be updated as changes occur.
9. Provide specific performance guarantees that include financial penalties for non-performance. (See **Attachment I**)
10. Meet with the County 15 days after the Contract award date to review the disability program, to present the proposed employee communication material, and to jointly establish a preliminary implementation plan and schedule.
11. Work with the benefits staff of the General Government and County Schools to develop employee communications materials.
12. Work with the benefits staff of the General Government and County Schools to develop a benefits booklet (or booklets) for employees to include a summary of benefits, plan limitations, exclusions, and claims appeal procedures. This booklet proof must be provided to the County on a timely basis, but not later than November 1, 2023. The General Government and Schools shall review and approve the booklet(s) prior to distribution. Booklets must be reprinted if changes are required at no additional cost to the County.
13. Provide the County with contractual documents necessary to this coverage, no later than December 1, 2023.

14. Provide a detailed renewal underwriting analysis each July 1 (or earlier if requested by the County) for the upcoming January 1 renewal. Detailed utilization data comparing current and prior years (if applicable) must be provided.

B. Additional Specific Conditions

The Successful Offeror shall transfer all data and records necessary to administer the disability program upon the termination or expiration of the Contract within 30 days of the County's request. Such transfer may be accomplished either electronically or by paper based upon the mutual agreement between the Successful Offeror and the County.

III. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

IV. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	May 12, 2023
Questions Due by	May 30, 2023
Receive Written Proposals by	2:00 p.m. on June 8, 2023
Conduct Oral Interviews with Offerors	July 2023
Negotiations Completed	July/August 2023
Award Contract	September 2023
Implementation of STD and LTD Program	September – December 2023
Benefits begin	January 1, 2024

V. GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.
4. Notice of award or intent to award may also appear on the Purchasing Office website:
<http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Termination by County

1. The County may terminate the Contract for cause or for convenience.
2. Termination for Cause
 - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
 - b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
 - c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
 - d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
 - e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be

in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

- f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
 - g. If it is determined that the Successful Offeror knowingly made a false certification in violation of the Responsible Offeror Certification section of this RFP, the County may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Offeror the opportunity to cure.
 - h. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.
 - i. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.
3. Termination for Convenience
- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
 - b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
 - c. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
 - d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.
 - e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business

days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- I. Employment of Unauthorized Aliens Prohibited
As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- J. Ethics in Public Contracting
Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- K. Antitrust
By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.
- L. Testing and Inspection
The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- M. Assignment of Contract
A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County.
- N. Indemnification
The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be minimized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's

copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Reserved

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.

5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contract Period

1. The contract period shall be from contract execution through December 31, 2026. Implementation of the STD and LTD program shall commence upon the execution of the contract to prepare for STD and LTD program commenced on January 1, 2024. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for two additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
3. The Successful Offeror shall give at least a 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five years.

EE. Non-Exclusive Contract

Nothing in this Request for Proposal constitutes an offer or promise to purchase any goods or services exclusively from the Successful Offeror. The County reserves the right to purchase goods and services similar to, or the same as, the goods and services that are subject to this Request for Proposal from other sources.

FF. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

GG. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

HH. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The County cannot award a contract to an Offeror that does not complete the Attachment F as part of their submission.

II. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

JJ. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body’s cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later**

than May 30, 2023 in writing. Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal. If an addendum is issued after an offeror has submitted a proposal response, the Offeror shall resubmit their proposal in the latest solicitation round in eVA. The County will only evaluate proposals submitted in the latest solicitation round in eVA.**

- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.
- L. Responsible Offeror Certification
1. "Responsible offeror" means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
 2. In determining whether an Offeror is responsible, the County will consider whether the Offeror has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Offeror for cause in the last five years; and whether Offeror or any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government agency.
 3. As part of its proposal, Offeror must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Offeror defaulted.
 4. As part of its submission, Offeror must certify that no government has terminated a contract with the Offeror for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Offeror for cause.
 5. As part of its submission, Offeror must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If Offeror cannot make such certification, Offeror must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred Offeror or Offeror's officer, director, partner, or owner from participating in any procurement on any federal, state, or local government body's contract.
 6. If the Offeror fails to submit certifications or explanations in accordance with this section, the Purchasing Division may require prompt submission of missing information and/or give a lowered evaluation of the proposal.
 7. The Offeror must notify the County immediately if the Offeror discovers that its certification was erroneous when submitted or has become erroneous.
 8. The fact that an Offeror defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Offeror for cause in the past five years; or the fact that Offeror or any of its officers, directors, partners, or owners has been

barred from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Offeror nonresponsive.

9. If it is later determined that the Successful Offeror knowingly made a false certification, the County may terminate the contract for cause.

VII. PROPOSAL RESPONSE FORMAT

A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.

B. The Offeror should include in its proposal the following:

1. Table of Contents

All pages are to be numbered.

2. Tab 1 – Introduction and Signed Forms

In this tab, the following items should be provided:

- a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- b. Proposal Signature Sheet – **Attachment A**
- c. Business Classification Form – **Attachment B**
- d. Virginia State Corporation Commission Registration Information – **Attachment C**
- e. Proprietary/Confidential Information – **Attachment D**
- f. Direct Contact with Students – **Attachment F**

3. Tab 2 – Statement of the Scope

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

4. Tab 3 – Default, Termination and Barred Certification Statement

Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

5. Tab 4 – Description of Proposed Plan Design

In this tab, offerors shall provide a full description of the proposed STD and LTD program plan design. Offerors shall demonstrate that plans will match or exceed the STD and LTD benefits required under VLDP. Offerors shall include the following completed forms:

- a. Deviations from Requested Plan Design (Attachment H)

- b. Performance Guarantees (Attachment I)
- c. Plan Design Grid (Attachment K)

Additionally, offerors shall provide any underwriting assumptions and deviations from the requested benefit design or funding arrangements. Document any assumptions, special criteria or requirements, or variances from the requested plans and funding.

6. Tab 5 – Questionnaire

In this tab, offerors shall provide a completed Questionnaire (Attachment J).

7. Tab 6 – Implementation Timeline

In this tab, offerors shall provide a proposed implementation timeline/schedule meeting the County's program commencement of January 1, 2024.

8. Tab 7 – Annual Report and Financial Statements

In this tab, offerors shall provide their most recent annual report and financial statement.

9. Tab 8 – Pricing / Cost Proposal

In this tab, offerors shall submit their cost proposal for the offered plans. The cost proposal shall be submitted Net of Commissions and offerors shall clearly identify any minimum participation requirements for the offered plans. All fees/rates must be guaranteed for a minimum 12-month period. Multi-year guarantees are encouraged. All guarantees should be explained thoroughly.

10. Tab 9 – Sample Documents

In this tab, offerors shall provide the following sample documents:

- a. Sample Booklets/Certificates of Coverage
- b. Sample Employee Communication Materials
- c. Sample Notice of Claim Denial
- d. Sample Claims / Premium and Utilization Reports
- e. Sample Claims and Administration Forms
- f. Sample Advice-to-Pay Agreement

11. (if needed) Tab 10 – Exceptions

In this tab, offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this RFP (not included in the Deviations from Requested Plan Design form). The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so offerors should list any exceptions for purposes of negotiating the contract.

12. (if needed) Tab 11 –Assumptions

In this tab, offerors shall list any assumptions (in addition to any underwriting assumptions) made when responding to this RFP.

13. (if needed) Tab 12 – Appendices

Optional for offerors who wish to submit additional material that will clarify their response.

VIII. PROPOSAL EVALUATION / SELECTION PROCESS

- A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirements <i>This criterion considers the Offeror's:</i> <ul style="list-style-type: none">• Extent to which the proposed solutions satisfy the RFP requirements• Ability to match plan designs• Demonstrated understanding of the work to be performed• Quality of administration and services<ul style="list-style-type: none">○ Enrollment process○ Reporting capabilities○ General account administration○ Claim processing<ul style="list-style-type: none">▪ Accuracy▪ Timeliness▪ Systems○ Service/performance guarantees○ Communication materials○ Technological capabilities○ Member services• Document/certificate of coverage samples	30
Experience and Qualifications <i>This criterion considers the Offeror's:</i> <ul style="list-style-type: none">• Financial stability• Prior successful experience completing a project of similar magnitude• References• Proposed staff (technical experience and professional competence)• Team organization and amount of experience as a team	25
Implementation of Services / Project Management <i>This criterion considers the Offeror's:</i> <ul style="list-style-type: none">• Project approach• Implementation timeline/schedule• Project management• Project team• Current workload and ability to perform required work within the County's schedule	20
Price <i>This criterion considers the Offeror's cost and cost guarantees and financial/funding arrangements.</i>	20
Quality of Proposal Submission / Oral Presentations <i>This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.</i>	5

Total	100
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- B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 23-2530-5JOK – Group Short-Term and Long-Term Disability Program for VRS Hybrid Participants – County of Henrico Government and Public Schools.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☐ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☐ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER

_____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than “A-” with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers’ Compensation

Statutory Virginia Limits

Employers’ Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- ☒ **Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- ☒ **Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- ☐ **Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- ☐ **Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- ☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- ☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- ☐ **Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: _____

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

- ☐ ☐ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

☐ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Vendor
(if different than Representative)



ATTACHMENT G SAMPLE CONTRACT

[Non-Professional *or* Professional] Services Contract **Contract No. [#]**

This [Non-Professional *or* Professional Services] Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the [County of Henrico, Virginia *or* County School Board of Henrico County, Virginia] ([the “County” *or* “HCPS”]).

WHEREAS [the County *or* HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for [subject matter of the RFP].

WITNESSETH that the Contractor and [the County *or* HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the [the County *or* HCPS] as set forth in the Contract Documents.

COMPENSATION: The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

[If contract is an annual contract, utilize Contract Term, if contract is a spot purchase utilize Service Schedule]

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days’ written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 180 days before the end of the term.
{or}

SERVICE SCHEDULE: Services shall be performed in accordance with the [referenced document within the proposal/BAFO].

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This [Non-Professional *or* Professional] Services Contract between [the County *or* HCPS] and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals.
3. The Negotiated Modifications (Exhibit [letter]).
4. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]).
5. Contractor’s Original Proposal dated [date] (Exhibit [letter]).
6. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]

[Address]

[City, State, Zip]

[County of Henrico, Virginia or County School
Board of Henrico County, Virginia]

[P.O. Box 90775 or 406 Dabbs House Road]

[Henrico, VA 23273-0775 or 23223]

Signature

Signature

Printed Name and Title

[Purchasing Director or County Manager or
Superintendent]

Date

Date

ATTACHMENT H
DEVIATIONS FROM REQUESTED PLAN DESIGN

Effective Date: 1/1/2024

Name of Offeror: _____

Plans Offered to Match Current Benefits:
(Check below the plans offered in your proposal)

_____ VLDP Comparable STD Plan (ASO)

_____ VLDP Comparable LTD Plan (Fully-Insured)

Please list any deviations to requested benefit designs or funding arrangements below:

ATTACHMENT I
PERFORMANCE GUARANTEES

Effective Date: January 1, 2024 – December 31, 2026

Name of Offeror: _____

Performance Guarantees Apply to the Following Plan(s): _____

(Provide separate Performance Guarantee Exhibits if guarantees vary by plan or by funding arrangement)

For each performance category, please insert a financial penalty in the “Financial Penalty” column or insert “N/A” in that column if you cannot guarantee performance in that area. Insert the measure(s) that you intend to use to determine if the minimum standard has been met (Performance Measure column), provide information about how performance in each category will be reported and the frequency of the reports (Performance Reporting column), and indicate whether each of the performance categories will be measured based upon your book of business or if they will be measured for Henrico (Book of Business or Henrico Specific column).

Offerors are free to modify any of the minimum standards shown below, but should clearly highlight any modification so that it may be easily identified.

Performance Category	Minimum Standard	Performance Measure	Performance Reporting	Frequency of Reports (Reporting Period)	Book of Business or Henrico Specific	Financial Penalty
Claim Payment Accuracy	98% of all STD and LTD claims dollars paid accurately.					
Claims Processing Accuracy	98% of all STD and LTD claims processed correctly.					
Claim Turnaround Time	98% of all STD and LTD claims processed within 5 business days.					

ATTACHMENT I
PERFORMANCE GUARANTEES

Effective Date: January 1, 2024 – December 31, 2026

Name of Offeror: _____

Performance Guarantees Apply to the Following Plan(s): _____

(Provide separate Performance Guarantee Exhibits if guarantees vary by plan or by funding arrangement)

For each performance category, please insert a financial penalty in the “Financial Penalty” column or insert “N/A” in that column if you cannot guarantee performance in that area. Insert the measure(s) that you intend to use to determine if the minimum standard has been met (Performance Measure column), provide information about how performance in each category will be reported and the frequency of the reports (Performance Reporting column), and indicate whether each of the performance categories will be measured based upon your book of business or if they will be measured for Henrico (Book of Business or Henrico Specific column).
Offerors are free to modify any of the minimum standards shown below, but should clearly highlight any modification so that it may be easily identified.

Performance Category	Minimum Standard	Performance Measure	Performance Reporting	Frequency of Reports (Reporting Period)	Book of Business or Henrico Specific	Financial Penalty
Customer Services Telephone Response Time <i>Average Speed to Answer</i>	Average speed of answer 25 seconds or less					
Customer Services Telephone Response Time <i>Average Abandonment Rate</i>	2% or fewer callers to customer service representative or center abandon the call					
Account Management Satisfaction (Survey to be provided to Benefits Managers)	100% of all Benefits Managers surveyed respond satisfied or very satisfied					

ATTACHMENT I
PERFORMANCE GUARANTEES
Effective Date: January 1, 2024 – December 31, 2026

Name of Offeror: _____

Performance Guarantees Apply to the Following Plan(s): _____

(Provide separate Performance Guarantee Exhibits if guarantees vary by plan or by funding arrangement)

For each performance category, please insert a financial penalty in the “Financial Penalty” column or insert “N/A” in that column if you cannot guarantee performance in that area. Insert the measure(s) that you intend to use to determine if the minimum standard has been met (Performance Measure column), provide information about how performance in each category will be reported and the frequency of the reports (Performance Reporting column), and indicate whether each of the performance categories will be measured based upon your book of business or if they will be measured for Henrico (Book of Business or Henrico Specific column).
Offerors are free to modify any of the minimum standards shown below, but should clearly highlight any modification so that it may be easily identified.

Performance Category	Minimum Standards	Performance Measure	Performance Reporting	Frequency of Reports (Reporting Period)	Book of Business or Henrico Specific	Financial Penalty
Account Management Responsiveness (to be rated by Benefits Managers)	All calls and emails from the County and Schools will be returned within 1 business day					
Satisfaction with Member Services and Claim Administration (Survey to be Provided to Employees/Claimants)	90% of all survey responses will be rated satisfied or very satisfied					
Implementation of Plan	Survey of Benefits Managers results in 100% satisfied or very satisfied					
Total \$ at Risk						

ATTACHMENT J QUESTIONNAIRE

The following questionnaire will assist the County in evaluating the quality of care and benefits being offered to employees as well as assist in the evaluation of the financial and administrative information requested of the Offeror. An Offeror's evaluation score will not be adversely impacted if a specific question does not apply.

INSTRUCTIONS

1. Each question and response must be provided in Tab 5 as instructed in Section VII. **An electronic copy of your responses is also requested in Microsoft Word format.**
2. Answer all questions fully, clearly and concisely unless a specific question is inapplicable to the service you are proposing to provide. Graphics/visuals are discouraged in your responses, **just the facts.**
3. Each response must immediately follow the respective question. The question as well as the answer shall be typed. All questions and responses shall be numbered/labeled exactly as in this Questionnaire.
4. If the Offeror is unable to answer a question or the question does not apply, the Offeror shall indicate why.
5. If the Offeror is unwilling to disclose particular information asked in a question, the Offeror shall indicate why.
6. Samples of documents requested in the Questionnaire should be labeled with the corresponding question number and submitted in Tab 5 of your proposal as specified in Section VII of the RFP.

GENERAL INFORMATION

1. Type in the following information:

Point of Contact:	_____
Title:	_____
Company:	_____
Address:	_____
Telephone:	_____
E-Mail:	_____

2. Have the proposal requirements been fully met as requested in this RFP (see Attachment K for specific contract requirements)?

☐ Yes ☐ No

If not, please summarize all deviations and include the summary in Tab 4 as requested in Section VII.

3. Provide background information and a **brief** description of your organization. Include any pertinent information relative to the size and organizational structure of your company.
4. Please provide pertinent financial data that demonstrates your organization's ability to successfully perform this contract. Include a copy of the most recent annual report. (Include in Tab 7 of your proposal.) Please provide your most recent ratings by each of the following:

Company	Rating	Date of Rating	Legal Name of Company to Which Rating Applies
Fitch			
Standard & Poor's			
Moody's			
A.M. Best			

5. Report any restraining or disciplinary action taken against you by any regulatory body within the last three (3) years.
6. Please identify all subcontractors (including consultants, advisors, network managers and suppliers) to be used and describe specific responsibilities, qualifications, and background experience of all key personnel. Include financial ratings for each major subcontractor, consultant, or advisor.
7. Provide pertinent references. Specifically, **three active and three terminated accounts** (other than mergers), within the last three years. Please provide group name, contact person, telephone number, email address, effective date and termination date.
8. Identify the number of groups for which you expect to provide VLDP opt-out STD and LTD plans in 2024.

ENROLLMENT/ELIGIBILITY AND ADMINISTRATION

1. What is the location of the claims office that will be processing claims and providing general administration for this account? Indicate if locations are different for STD and LTD or based upon funding arrangement (i.e., ASO, ATP, and fully-insured). Identify service center locations for each of the following functions:

Function	Service Center Location
Claims Processing	
Eligibility	
Billing	
Claims Management & Reporting	
Accounting	
Underwriting	
Account Management	
Contract Generation	

2. Provide an implementation schedule (in Tab 6 of your proposal) detailing specific activities, target dates, data requirements, and responsibilities for completion. Detail any expenses involved and whether these expenses are included in your pricing.
3. What on-line services are available to members?
4. What on-line services are available to benefit administrators?
5. Do you provide automated, interactive telephone service? Is there always an option to default to a customer service representative? During what hours is a customer service representative available to take calls?
6. Do the customer service representatives have the authority to resolve problems immediately? What is the percentage of problems that are resolved during the initial call?
7. Do you have the capability of accepting eligibility records electronically? Please provide a sample file format compatible with Oracle HRMS.
8. To what extent will the County be allowed to customize the enrollment and communication materials that will be provided to members? What additional costs will be associated with customization?
9. How are claim disputes handled? Please describe your appeal process for a fully-insured plan. What is your turnaround time for response to claim disputes?
10. Will your company provide assistance with claims disputes for a self-insured plan where you are providing ATP? If so, is this included in the standard fees?
11. What tax-related services (W-2s, withholding and remittance of FICA, etc.) can be provided to the County for the STD and LTD plans? Please break these services out for ATP and fully-insured funding and indicate if any of the services are included in premiums/administrative fees and which are optional. Outline the applicable pricing for any optional tax-related services.
12. Please provide a detailed list of all services that will be included as standard in your fee for ATP.
13. Please provide a detailed list of STD ATP services that are optional for the County to purchase and the associated fee/charge.
14. Please provide a list of the standard management reports (claims, etc.) that are included in your fully-insured premium rates and ATP fees.

15. Does your company offer the capability of reporting short-term disability claims telephonically or online? If so, please describe the process, including any charges/fees that would apply.
16. Do you offer a formal rehabilitation program for claimants on STD and LTD? Please explain any contractual provisions related to this program. Will this program be offered on a fully-insured basis and with ATP services?
17. Provide a brief description of the disability management process that will be included for the County's program? Will this apply for both fully-insured and ATP services?
18. Please explain your contractual provisions and claims administration procedures specific to short-term disability plan coordination of benefits with workers' compensation. For example, what are the procedures that are followed when a claim is submitted for STD that appears to be work-related? What procedures are followed while that claimant is pending approval of workers' compensation benefits – are STD benefits paid and later recovered or is the claimant's STD claim pending until the workers' compensation claim is approved or denied?
19. Do you provide support in administering and/or coordinating FMLA in conjunction with the County's disability benefits?
20. What assistance will be rendered to claimants to obtain a disability award from Social Security? Explain any assistance with the application process and any assistance rendered for the appeal process. Will this be different for ATP and fully-insured funding arrangements?

BILLING/FINANCIAL

1. Please explain the billing process for fully-insured LTD. How long does it normally take for your billing department to make requested adjustments?
2. Please explain the billing arrangement for STD ATP.
3. Describe your renewal process for the STD and LTD plans (timing, communications support, utilization review, etc.).
4. How long will you guarantee your quoted rates/fees? Please provide these rate/fee guarantees with your price quotations.
5. Are you willing to offer performance guarantees? If so, please outline them on Attachment I.
6. Please outline any minimum participation levels for the VLDP comparable program (STD or LTD). Indicate if this would be different based on the funding arrangement (ATP and fully insured).

ATTACHMENT K PLAN DESIGN GRID

(Place a check mark in the column to the right of the Code to indicate that your proposed plan matches the provision or include comments to show any deviations to a particular provision. A check mark or comments should be included in the right column for each plan provision.)


LTD Plan Design Comparison (Indicate any provisions requiring filing with VA Bureau of Insurance)

Plan Provision	Current Plan Provision	Confirm with a ✓ or Include a Deviation										
Benefit Waiting Period 51.1-1157	LTD benefits will begin upon the expiration of the maximum period for which the employee receives STD benefits.											
Income Replacement Percentage 51.1-1157(B)	60% of a participating employee’s creditable compensation.											
Maximum Benefit Period 51.1-1161	<table><tr><th>Age At Date Of Disability</th><th>Maximum Benefit Period</th></tr><tr><td>59 or younger</td><td>To Social Security Normal Retirement Age (SSNRA)</td></tr><tr><td>60 through 64</td><td>5 years</td></tr><tr><td>65 through 68</td><td>To age 70</td></tr><tr><td>69 or older</td><td>1 year</td></tr></table>	Age At Date Of Disability	Maximum Benefit Period	59 or younger	To Social Security Normal Retirement Age (SSNRA)	60 through 64	5 years	65 through 68	To age 70	69 or older	1 year	
Age At Date Of Disability	Maximum Benefit Period											
59 or younger	To Social Security Normal Retirement Age (SSNRA)											
60 through 64	5 years											
65 through 68	To age 70											
69 or older	1 year											
Maximum Benefit	None											
Minimum Benefit	None											
Taxability	Non-work related benefits are fully taxed since the employer will pay premiums for the insurance. Work-related benefits – Non taxable											
Catastrophic Condition Benefit 51.1-1171	If the insured is unable to perform two or more activities of daily living without hands-on assistance or requires substantial supervision for their health or safety due to severe cognitive impairment, the benefit percentage will be at least 80% of the insured’s pre-disability earnings.											
Own Occupation – Definition Of Total Disability 51.1-1150: Definitions	24-month Own Occupation period; the insured is disabled if he or she is unable to perform the essential duties of their own occupation.											
Any Occupation – Definition Of Total Disability 51.1-1150: Definitions	After the first 24 months of benefit payment, the employee is disabled if he or she is unable to perform any occupation for which he or she is reasonably educated, trained and experienced to perform and he or she continues to suffer a loss of at least 20% of pre-disability earnings.											
Definition Of Partial Disability 51.1-1150: Definitions	The insured is partially disabled if he or she is working in an occupation but is unable to earn 80% or more of pre-disability earnings.											
Successive Periods Of Long Term Disability/Recurrent Disabilities 51.1-1158	The insured may temporarily recover from disability and then become disabled again from the same cause or causes without having to serve a new benefit waiting period. During the benefit waiting period, an insured is allowed 45 consecutive days of recovery before a new waiting period is required. During the maximum benefit period, an insured is allowed 125 consecutive workdays for each period of recovery before a new benefit waiting period is required.											
Military Disability Benefits Offset 51.1-1159(F)	The Standard will not offset LTD benefits for any military disability benefits received.											
Social Security Offset 51.1-1159(A)(3)	Social Security benefits payable to the insured or to the dependents of the insured will be considered deductible.											

LTD Plan Design Comparison (Indicate any provisions requiring filing with VA Bureau of Insurance)

Plan Provision	Current Plan Provision	Confirm with a <input checked="" type="checkbox"/> or Include a Deviation
Workers' Compensation Benefit Offset 51.1-1159(A)(5)	Any amount received by the insured from workers' compensation, including amounts for partial or total disability, will reduce the LTD benefit.	
Group Insurance Disability Offset 51.1-1159(A)(4)	Any amount received from another group disability plan provided by the employer will reduce LTD benefits from The Standard.	
Cost-Of-Living Adjustments (COLA) Increases To Other Benefits 51.1-1159(C)	If a cost-of-living adjustment increases a deductible income benefit amount, The Standard will not increase the offset amount and will continue to offset the initial award amount.	
Return-To-Work Incentive 51.1-1159(A)(1)-(2)	For the first 12 months after returning to work, the employee's LTD benefit will be reduced by 60% of the employee's return-to-work earnings. After the first 12 months, the employee's LTD benefit will be reduced by 70% of the employee's return-to-work earnings.	
Substance Abuse/Alcohol Use And Drug Use Limitation 51.1-1176(B)	No benefits will be payable unless an employee is actively receiving treatment, and, in the judgment of the case manager, is fully complying with the treatment plan.*	
Commission Of A Felony 51.1-1176(A)	Benefits are not payable for disabilities resulting from the commission of a felony, or during any period when an employee is confined for any reason in a penal or correctional institution.	
Return-To-Work Responsibility 51.1-1160	Failure to cooperate with a prescribed rehabilitation program will reduce benefits payable to an employee by 50%.*	
Mental Disorder Limitation	Mental disorders are not limited by the policy.	
Subjective Conditions Limitation	Subjective conditions are not limited by the policy.	
Reasonable Accommodation Expense Benefit	None	
Rehabilitation Plan Provision 51.1-1160	Disability benefits payable to a participating employee who fails to cooperate with a rehabilitation program prescribed for them shall be decreased by 50% of the amounts otherwise payable to such employee.	
Rehabilitation Incentive	Disability benefits payable to a participating employee who fails to cooperate with a rehabilitation program prescribed for them shall be decreased by 50% of the amounts otherwise payable to such employee.	
Waiver Of Premium	None	
Survivors Benefit	None	
Employer Contributions to the Defined Contribution Plan	Mandatory employer contributions to the defined contribution component of the hybrid retirement program pursuant to subdivision B 2 of 51.1-169 on behalf of a participating employee shall be made for each employee who is permanently and totally disabled (as defined in 22(e)(3) of the Internal Revenue Code). The calculation of such contributions shall be covered by such plan during periods of absence covered by LTD benefits.	

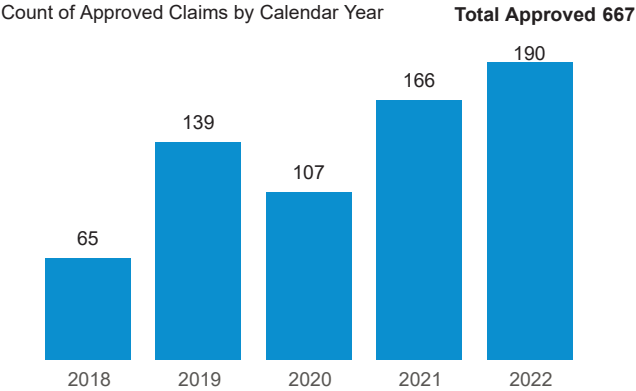
STD Plan Design Comparison

Plan Provision	Current Plan Provision				Confirm with a  or Include a Deviation
Participation Requirements 51.1-1153	Non-contributory coverage = 100% of eligible employees				
Income Replacement For Non-Work-Related Disabilities 51.15-1155	Months Of Continuous Service	Workdays Of Income Replacement At 100%	Workdays Of Income Replacement At 80%	Workdays Of Income Replacement At 60%	
	Less than 12	0	0	0	
	13-59	0	0	125	
	60-119	25	25	75	
	120-179	25	50	50	
	180 or more	25	75	25	
Income Replacement For Work-Related Disabilities 51.1-1163	Months Of Continuous Service	Workdays Of Income Replacement At 100%	Workdays Of Income Replacement At 80%	Workdays Of Income Replacement At 60%	
	Fewer than 60	0	0	125	
	60-119	85	25	15	
	120 or more	85	40	0	
Benefit Waiting Period 51.1-1155	Seven calendar days. However, the waiting period will be waived for catastrophic or chronic conditions.				
Maximum Benefit Period 51.1-1155	125 work days				
Own Occupation Definition Of Disability 51.1-1150: Definitions	The insured is disabled if he or she is unable to perform the essential duties of their own occupation.				
Partial Disability 51.1-1150: Definitions	The insured is partially disabled if he or she is working in an occupation but is unable to earn 80% or more of their pre-disability earnings.				
Non-Occ Or 24-Hour Coverage 51.1-1162	24-hour coverage				
Preexisting Condition Limitation	Not included				
Return To Work Responsibility 51.1-1160	Failure to cooperate with a prescribed rehabilitation program will reduce benefits payable to an employee by 50%.				
Successive Periods Of Short Term Disability (51.1-1156	The employee does not have to serve a new benefit waiting period if the period of recovery is less than 45 consecutive calendar days.				
Catastrophic Condition Benefit 51.1-1171	If the insured is unable to perform two or more activities of daily living without hands-on assistance or requires substantial supervision for their health or safety due to severe cognitive impairment, the benefit percentage will be at least 80% of the insured's pre-disability earnings.				

ATTACHMENT L
SUMMARY OF CURRENT HYBRID STD AND LTD BENEFITS

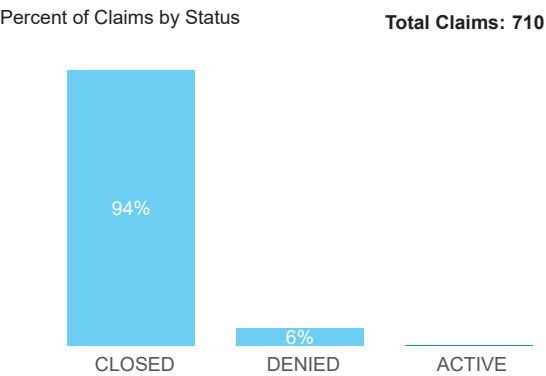
HENRICO COUNTY, VIRGINIA
Short Term Disability Summary

As of: 04/20/2023
Policy Plan Year Period: 1/1/2018 through 12/31/2022

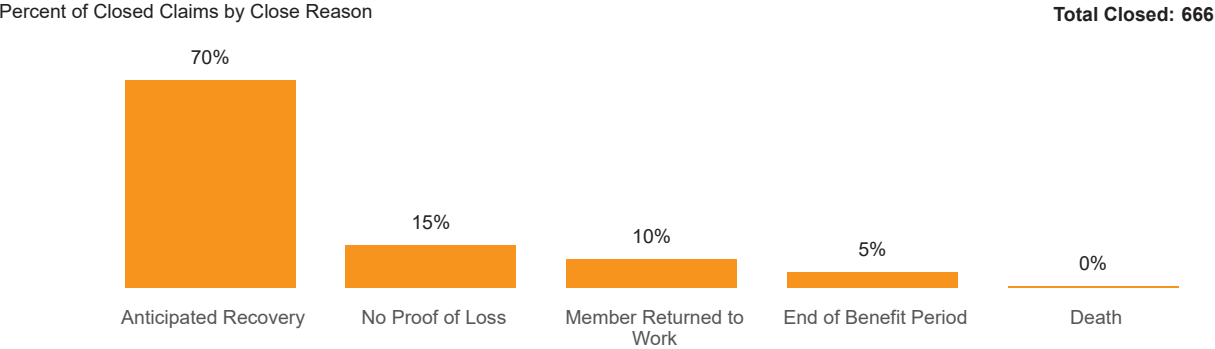


Incidence per 100 Billed Lives (Trends)

Reporting Period	Lives	Per 100	IBI
2020	1,428	7.5	5.30 ↑
2021	1,494	11.1	5.30 ↑
2022	1,664	11.4	5.30 ↑



Claim Benefits Paid by Calendar Year



IBI Industry: Public Admin.
The Standard's Block: Public Admin.

HENRICO COUNTY, VIRGINIA

CERTIFICATE

SHORT TERM DISABILITY INCOME BENEFIT PROGRAM

Program Sponsor has established a short term disability income benefit Program and agreed to provide STD Benefits according to the terms of the Program Document. Program Sponsor is solely responsible for payment of STD Benefits payable under the terms of this Program.

Program Sponsor has retained Standard Insurance Company as Claims Administrator for the Program. Standard shall receive, process, investigate and evaluate claims for benefits. Standard has authority to make initial decisions to approve, deny or close claims for benefits. Standard is also authorized to review and decide appeals of denied or closed claims, if requested by claimants as provided in the appeal provision of the Program. Thereafter, Program Sponsor may elect to hear and decide any further appeals by claimants. In each case, Program Sponsor retains the right of final review and decision on all claims and appeals.

Standard will also perform certain administrative services for the Program, including advising and assisting Program Sponsor with preparation and revision of the Program and providing actuarial services. Standard has no authority or obligation with respect to management or investment of the assets of the Program or Program Sponsor's right of subrogation under the Program.

This Program and the individual applications, if any, of the Members constitute the entire Program. Program Sponsor has the right at anytime to amend or terminate this Program or to require or change the amount of Member contributions. No change in this Program will be valid unless approved by Program Sponsor and evidenced by an amendment. No agent has authority to change this Program or to waive any of its provisions.

For purposes of effective dates and ending dates under this Program, all days begin and end at 12:00 midnight Standard Time at Program Sponsor's address.

All provisions on this and the following pages are part of this Program. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company acting in its capacity as Claims Administrator on behalf of Program Sponsor. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

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COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) coverage. Other provisions, including exclusions, limitations, and Deductible Income appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL PROGRAM INFORMATION

Program Sponsor:	Henrico County, Virginia
Employer(s):	Henrico County General Government, Henrico County Public Schools, the Henrico County Economic Development Authority
Claims Administrator:	Standard Insurance Company
ATP Number:	649721-B
Program Effective Date:	January 1, 2019

Member means:

1. A regular employee of the Employer who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia;
2. Actively At Work at least the minimum hours per week required by the Employer for coverage under the Program, but in no event less than 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

SCHEDULE OF COVERAGE

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Program Effective Date: <ol style="list-style-type: none">a. With respect to coverage for a Disability arising out of or in the course of employment with the Employer, your first day as a Member.b. With respect to coverage for any other Disability, the first day after one year employment with the Employer.
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Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage.

STD Benefit:

For a Disability arising out of or in the course of employment with the Employer:

The STD Benefit provides income replacement for (i) 60 percent of a Member's Predisability Earnings for the first 60 months of continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia and (ii) thereafter, a percentage of a Member's Predisability Earnings during the periods specified below, based on the number of months of continuous participation in the Virginia hybrid retirement program attained by an employee who is disabled, on maternity leave, or takes periodic absences due to a major chronic condition, as determined by the Board or its designee, as follows:

Months of Continuous Participation	Work days of 100% Replacement of Creditable Compensation	Work days of 80% Replacement of Creditable Compensation	Work days of 60% Replacement of Creditable Compensation
Fewer than 60	0	0	125
60-119	85	25	15
120 or more	85	40	0

For any other Disability:

The STD Benefit provides income replacement for (i) 60 percent of a Member's Predisability Earnings after 12 months of continuous participation through the first 60 months of continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia and (ii) thereafter, a percentage of a Member's Predisability Earnings during the periods specified below, based on the number of months of continuous participation in the Virginia hybrid retirement program attained by an employee who is disabled, on maternity leave, or takes periodic absences due to a major chronic condition, as follows:

Months of Continuous Participation	Work days of 100% Replacement of Creditable Compensation	Work days of 80% Replacement of Creditable Compensation	Work days of 60% Replacement of Creditable Compensation
60-119	25	25	75
120-179	25	50	50
180 or more	25	75	25

Minimum: None

Assisted Living Benefit: An additional 20% of your Predisability Earnings, not to exceed a total STD Benefit of 80%. The Assisted Living Benefit is not reduced by Deductible Income.

Benefit Waiting Period: 7 calendar days. The Benefit Waiting Period is waived when the Assisted Living Benefit applies. See **Assisted Living Benefit** and **First Day Assisted Living Benefit**.

Maximum Benefit Period: 125 work days

If you are Disabled for less than one full week, Program Sponsor will pay one-seventh of the STD Benefit for each day of Disability.

MEMBER CONTRIBUTIONS

Coverage is: Noncontributory

STATEMENT OF COVERAGE

If you become Disabled while covered under the Program, Program Sponsor will pay STD Benefits according to the terms of Program after we receive Proof Of Loss satisfactory to us.

(ASO) ST.IC.OT.1

BECOMING COVERED

To become covered you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Coverage Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer and who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia;
2. Actively At Work at least the minimum hours per week required by the Employer for coverage under the Program, but in no event less than 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage. Your Eligibility Waiting Period is shown in the **Coverage Features**.

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WHEN YOUR COVERAGE BECOMES EFFECTIVE

Subject to the **Active Work Provisions**, your coverage becomes effective on the date you become eligible.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your coverage or your coverage will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your coverage, your coverage will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Coverage

This Active Work requirement also applies to any increase in your coverage.

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WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the last period ends for which a payment was made for your coverage.
2. The date the Program terminates.
3. The date your Employer's coverage under the Program terminates.

4. The date your employment terminates.
5. The date you cease to be a Member. However, your coverage will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
 - b. During a leave of absence if continuation of your coverage under the Program is required by a state-mandated family or medical leave act or law.
 - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
 - d. During the Benefit Waiting Period and while STD Benefits are payable.

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REINSTATEMENT OF COVERAGE

If your coverage ends, you may become covered again as a new Member. However, the following will apply:

1. If your coverage ends because you cease to be a Member and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your coverage ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your coverage will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
3. In no event will coverage be retroactive.

(ASO_NONOCC) ST.RE.OT.4

DEFINITION OF DISABILITY

You are Disabled if you meet either of the following definitions:

- A. Own Occupation Definition Of Disability; or
- B. Partial Disability Definition.

A. Own Occupation Definition Of Disability

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform the Material Duties of your Own Occupation with reasonable continuity.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation exceed 80% of your Predisability Earnings.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or

occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation, that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

B. Partial Disability Definition

You are Partially Disabled when you work and, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% of your Predisability Earnings or more.

Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

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RETURN TO WORK PROVISIONS

A. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation definition of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3.

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
2. Determine 100% of your Predisability Earnings.
3. If 1. is greater than 2., the difference will be Deductible Income.

B. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no

longer be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Predisability Earnings.

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TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period. See **Definition Of Disability**.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is: 45 consecutive calendar days of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD Benefits will be payable after benefits become payable to you under any other disability coverage plan under which you become covered during your period of recovery.
5. Except as stated above, the provisions of the Program will be applied as if there had been no interruption of your Disability.

(ASO) ST.TR.OT.2X

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you attain normal retirement age under the Virginia hybrid retirement program.
4. The date you die.
5. The date long term disability benefits become payable to you under a group long term disability plan, even if that occurs before the end of the Maximum Benefit Period.
6. The date benefits become payable to you under any other disability coverage plan under which you become covered through employment during a period of Temporary Recovery.
7. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work.

The Member's STD Benefit will be adjusted to reflect any salary increase awarded during the period covered by STD Benefits.

Predisability Earnings means your weekly rate of creditable compensation from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Stock options or stock bonuses.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of creditable compensation is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of creditable compensation is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

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DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
 - a. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
 - b. Determine 100% of your Predisability Earnings.
 - c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.
4. Any amount you receive or are eligible to receive because of your disability under another group.
5. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
 - a. A workers' compensation law;
 - b. The Jones Act;

- c. Maritime Doctrine of Maintenance, Wages, or Cure;
 - d. Longshoremen's and Harbor Worker's Act; or
 - e. Any similar act or law.
6. Any disability benefits you receive or are eligible to receive, or retirement benefits you receive, under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

- 7. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
- 8. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 9. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

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EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

- 1. Any cost of living increase any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense, legal rehabilitation expense.
- 3. Military disability benefits.
- 4. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
- 5. Benefits from any individual disability insurance policy.
- 6. Group credit or mortgage disability insurance benefits.
- 7. Accelerated death benefits paid under a life coverage plan or life insurance policy.
- 8. Benefits from the following:
 - a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.

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RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay your Employer for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under the Program and any group disability insurance policy. You must immediately repay any overpayment. You will not receive any STD Benefits until the overpayment has been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

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ASSISTED LIVING BENEFIT

A. Assisted Living Benefit

If you meet the requirements in 1 through 3 below, Program Sponsor will pay Assisted Living Benefits according to the terms of the Program after we receive Proof Of Loss satisfactory to us.

Assisted Living Benefit Requirements

1. You are Disabled and STD Benefits are payable to you.
2. Your Disability arose out of or in the course of employment with the Employer.
3. While you are Disabled:
 - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
 - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
3. The condition in 3.a or 3.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

B. Definitions For Assisted Living Benefit

Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.

Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.

Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured's throat if the insured chokes while Eating).

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

C. Amount Of The Assisted Living Benefit

The amount of the Assisted Living Benefit is shown in the **Coverage Features**.

D. Becoming Insured For Assisted Living Benefits

You are eligible for Assisted Living Benefit coverage if you are insured for STD coverage. Subject to the **Active Work Provision**, your Assisted Living Benefit coverage becomes effective on the date your STD coverage becomes effective.

E. Payment Of Assisted Living Benefits

Program Sponsor will pay Assisted Living Benefits within 60 days after Proof Of Loss is satisfied. Living Benefits will be paid to you at the same time STD Benefits are payable.

F. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

G. When Assisted Living Benefits End

Assisted Living Benefits end automatically on the earliest of:

1. The date you no longer meet the requirements in item A. above.
2. The date your STD Benefits end.

H. When Assisted Living Benefits Coverage Ends

Assisted Living Benefit coverage ends automatically on the earliest of:

1. The date your STD coverage ends.
2. The date Assisted Living Benefit coverage terminates under the Program.

I. Assisted Living Benefits After Coverage Ends Or Is Changed

Your right to receive Assisted Living Benefits will not be affected by the occurrence of the events described in 1 or 2 below that become effective after you become Disabled.

1. Termination or amendment of the Program or your Employer's coverage under the Program.
2. Termination of Assisted Living Benefit coverage while the Program or your Employer's coverage under the Program remains in force.

FIRST DAY ASSISTED LIVING BENEFIT

If you meet the Assisted Living Benefit Requirements, 1 through 3 below will apply.

1. The remainder of your Benefit Waiting Period will be waived.
2. STD Benefits will become payable on the first day you meet the Assisted Living Benefit Requirements.
3. Your Maximum Benefit Period will begin on the date STD Benefits become payable.

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

During each period of continuous Disability, Program Sponsor will pay STD Benefits according to the terms of the Program in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:

1. Any amendment to the Program that is effective after you become Disabled; or
2. Termination of the Program after you become Disabled.

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EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Program, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

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DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

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LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Imprisonment

No STD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

C. Rehabilitation Program

STD Benefits will be reduced to 50% of the amount determined from the Schedule Of Coverage for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

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CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

Program Sponsor will pay STD Benefits within 60 days after you satisfy Proof Of Loss.

STD Benefits will be paid to you coinciding with the Employer's regular payroll period applicable to you. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Program on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be

subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

After the initial determination letter responding to an initial appeal, you may appeal a second time within 90 days. However, for a second appeal, you must provide additional information supporting your claim for benefits.

As soon as practical, and in no case less than 10 days, after receiving a second appeal letter, we shall provide to you the written acknowledgment that either (i) the second appeal has been received and is under review or (ii) the second appeal is not under review since you did not provide additional information regarding your Disability.

When applicable, we shall provide to you a final written determination for any second appeal within 45 days of receiving the second written appeal. We may request up to 45 additional days to complete the review of a second appeal.

When we issue a written determination on any appeal – whether an initial appeal or a second appeal – our letter shall (i) inform you of the reasons for the decision, (ii) reference parts of the STD Program on which the decision is based, (iii) inform you of your right to receive, free of charge, a copy of all non-privileged documents and records from the claim file relevant to the decision, and (iv) inform you of your right to bring a civil action in circuit court for benefits.

Following a final written determination of any appeal, you may bring a civil action in the Circuit Court of Henrico County, Virginia, challenging the determination.

I. Assignment

The rights and benefits under the Program are not assignable.

(ASO_REV PUB WRDG) ST.CL.OT.2

LIMITED AGENCY APPOINTMENT OF STANDARD

Program Sponsor has appointed Standard to act on its behalf as Claims Administrator for the Program and grants to Standard authority to fulfill the Obligations of Claim Administrator, as provided herein. Standard is empowered to act on behalf of Program Sponsor in connection with the Program only as expressly stated in this Program. Standard has no authority or obligation with respect to (1) a Program Sponsor's right of subrogation under the Program, or (2) management or investment of the assets of the Program. In performing its obligations under this Agreement, Standard is acting solely as the agent of Program Sponsor.

Standard's authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Program and any claim under it;
3. The right to determine:

- a. Eligibility for coverage;
- b. Entitlement to benefits;
- c. The amount of benefits payable;
- d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Standard's decisions are subject to the review procedures of the Program Sponsor.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

.TL.OT.1

CLERICAL ERROR

Clerical error by the Program Sponsor, Claims Administrator, or their respective employees or representatives will not:

1. Cause a person to become covered.
2. Invalidate coverage under the Program otherwise validly in force.
3. Continue coverage under the Program otherwise validly terminated.

(ASO) ST.CE.OT.2

TERMINATION OR AMENDMENT OF THE PROGRAM

Program Sponsor may terminate the Program in whole, and may terminate coverage for any class or group of Members, at any time.

Benefits under the Program are limited to its terms, including any valid amendment. No change or amendment will be valid unless approved by the Program Sponsor and evidenced by an amendment.

No agent has authority to change or amend the Program or to waive any of its terms or provisions.

Any such change or amendment of the Program may apply to current or future Members or to any separate classes or groups of Members.

(ASO) ST.TA.OT.2

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Noncontributory means (a) coverage is nonelective and the Program Sponsor or Employer pay the entire cost of coverage; or (b) the Program Sponsor or Employer require all eligible Members to have coverage and to pay all or part of the cost of coverage.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Program means the group short term disability income benefit program established by Program Sponsor and identified by the ATP Number.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's short term disability program in effect on the day before the effective date of your Employer's coverage under the Program and which is replaced by the Program.

STD Benefit means the benefit payable to you under the terms of the Program.

(ATP) ST.DF.OT.1

VA/STDP2000(ASO)

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE

GROUP LONG TERM DISABILITY INSURANCE

Policyholder:	Henrico County, Virginia
Policy Number:	649720-B
Effective Date:	January 1, 2019

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.



Chairman, President and CEO

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COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	649720-B
Policyholder:	Henrico County, Virginia
Employer(s):	Henrico County General Government, Henrico County Public Schools, the Henrico County Economic Development Authority
Group Policy Effective Date:	January 1, 2019
Policy Issued in:	Virginia

Member means:

1. A regular employee of the Employer who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia;
2. Actively At Work at least the minimum hours per week required by the Employer for coverage under the Program, but in no event less than 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition:

Class 1:	Members with fewer than 12 months continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia
Class 2:	Members with at least 12 months continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia

SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on the later of: <ol style="list-style-type: none">a. The Group Policy Effective Date; andb. The first day as a Member.
-----------------------------	---

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

LTD Benefit (dollar values are per month as noted in the definition of LTD Benefit in the **Definitions** section);

Class 1:

For Disability arising out of or in the course of employment with the Employer: 60% of the first \$41,667 of your Predisability Earnings, reduced by Deductible Income.

Maximum: \$25,000 before reduction by Deductible Income.

Minimum: \$100

For any other Disability: None

Class 2: 60% of the first \$41,667 of your Predisability Earnings, reduced by Deductible Income.

Maximum: \$25,000 before reduction by Deductible Income.

Minimum: \$100

Assisted Living Benefit: An additional 20% of your Predisability Earnings, but not to exceed \$5,000. The Assisted Living Benefit is not reduced by Deductible Income.

Lifetime Security Benefit: Not Included

Benefit Waiting Period: The period for which benefits are payable under the Employer's short term disability benefits program, including any benefit waiting period under that plan.

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
59 or younger	To SSNRA
60 through 64	5 years
65 through 68	To age 70
69 or older	1 year

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

.IC.OT.1

BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia;
2. Actively At Work at least the minimum hours per week required by the Employer for coverage under the Program, but in no event less than 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) LT.BI.OT.1X

WHEN YOUR INSURANCE BECOMES EFFECTIVE

Subject to the **Active Work Provisions**, your insurance becomes effective on the date you become eligible.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.

2. The date the Group Policy terminates.
3. The date your Employer's coverage under the Group Policy terminates.
4. The date your employment terminates.
5. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
 - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
 - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
 - d. During the Benefit Waiting Period.

.EN.OT.1X

WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

.WP.OT.1

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
4. In no event will insurance be retroactive.

.RE.OT.2X

DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- A. Own Occupation Definition Of Disability;
- B. Any Occupation Definition Of Disability; or
- C. Partial Disability Definition.

A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 80% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

C. Partial Disability Definition

During the Benefit Waiting Period and the Own Occupation Period, you are Partially Disabled when you work in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Indexed Predisability Earnings, in that occupation.

Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OR DEF_OWN_ANY_WITH 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
 - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
 - b. Determine 100% of your Indexed Predisability Earnings.
 - c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

B. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any

Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings.

.RW.OT.1

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

.RA.OT.1

REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

(WITH REHAB INC BFT) LT.RH.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

A. Allowable Periods

1. During the Benefit Waiting Period: 45 consecutive days of recovery.
2. During the Maximum Benefit Period: 125 consecutive work days for each period of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.

3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

(NEW TR PERIOD) LT.TR.OT.1

WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other disability insurance plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

.BE.OT.1

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings. The Member's LTD Benefit will not be adjusted to reflect any salary increase awarded during the period covered by LTD Benefits.

Predisability Earnings means your monthly rate of creditable compensation from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Stock options or stock bonuses.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of creditable compensation is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of creditable compensation is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

(REG NO COM_NO STOCK) LT.PD.OT.1X

DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
 - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
 - b. Determine 100% of your Indexed Predisability Earnings.
 - c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
 - a. A workers' compensation law;
 - b. The Jones Act;
 - c. Maritime Doctrine of Maintenance, Wages, or Cure;
 - d. Longshoremen's and Harbor Worker's Act; or
 - e. Any similar act or law.
4. Any amount you, your Spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
 - a. The Federal Social Security Act;
 - b. The Canada Pension Plan;
 - c. The Quebec Pension Plan;
 - d. The Railroad Retirement Act; or
 - e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your Spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.

6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
7. Any disability or retirement benefits you receive under your Employer's retirement plan.
8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
10. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

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EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:
 - a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.
9. Any amount you receive from a military disability benefit.

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RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

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ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED

A. Assisted Living Benefit

If you meet the requirements in 1 through 3 below, we will pay Assisted Living Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

Requirements for Assisted Living Benefit

1. You are Disabled and LTD Benefits are payable to you.
2. While you are Disabled:
 - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
 - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

B. Amount Of The Assisted Living Benefit

See the **Coverage Features** for the amount of the Assisted Living Benefit.

C. Becoming Insured For Assisted Living Benefits

You are eligible for Assisted Living Benefit coverage if you are insured for LTD insurance. Subject to the **Active Work Provision**, your Assisted Living Benefit coverage becomes effective on the date your LTD insurance becomes effective.

D. Payment Of Assisted Living Benefits

We will pay Assisted Living Benefits within 60 days after Proof Of Loss is satisfied. Your Assisted Living Benefits will be paid to you at the same time LTD Benefits are payable.

E. Time Limits On Filing Proof Of Loss

Proof Of Loss for the Assisted Living Benefit must be provided within 90 days after the date the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment begins. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

F. When Assisted Living Benefits End

Assisted Living Benefits end automatically on the earliest of:

1. The date you no longer meet the requirements in item A. above.
2. The date your LTD Benefits end.

G. When Assisted Living Benefits Coverage Ends

Assisted Living Benefit coverage ends automatically on the earliest of:

1. The date your LTD insurance ends.
2. The date Assisted Living Benefit coverage terminates under the Group Policy.

H. Assisted Living Benefits After Insurance Ends Or Is Changed

Your right to receive Assisted Living Benefits will not be affected by the occurrence of the events described in 1 or 2 below that become effective after you become Disabled.

1. Termination or amendment of the Group Policy or your Employer's coverage under the Group Policy.
2. Termination of Assisted Living Benefit coverage while the Group Policy or your Employer's coverage under the Group Policy remains in force.

I. Assisted Living Benefit Limitations

No Assisted Living Benefit will be paid for any period when you are confined for any reason in a penal or correctional institution.

No Assisted Living Benefit will be paid if your inability to perform Activities Of Daily Living or your Severe Cognitive Impairment is caused or contributed to by:

1. War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Any intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot while performing official duties.)

J. Definitions

1. Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.
2. Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

3. Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.
4. Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.
5. Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.
6. Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.
7. Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.
8. Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.
9. Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured's throat if the insured chokes while Eating).
10. Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning.
11. Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

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SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 3 below.

1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
 - a. Your surviving Spouse;
 - b. Your surviving unmarried children, including adopted children, under age 25;
 - c. Your surviving Spouse's unmarried children, including adopted children, under age 25; or
 - d. Any person providing the care and support of any person listed in a., b., or c. above.
 - e. Your estate, if you are not survived by any person listed in a., b., or c. above.

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PENSION CONTRIBUTION BENEFIT

A. Payment Of Pension Contribution Benefit

If you are a participant in your Employer's pension plan on the date you become Disabled, we will pay a monthly Pension Contribution Benefit to your Employer, according to the terms of the Group Policy, while you are receiving LTD Benefits. The Pension Contribution Benefit will be paid to fund your future pension benefits from your Employer's pension plan, as determined by your Employer.

The Pension Contribution Benefit becomes payable on the date you meet the following requirements:

1. You are Disabled and LTD Benefits are payable to you; and
2. You are entitled to Social Security disability benefits; and
 - a. are receiving such benefits; or
 - b. are receiving Social Security early retirement benefits or widow's or widower's benefits; or
 - c. Social Security disability benefits are not payable because they are being reduced by other income you receive.

If, in our sole discretion, you are not entitled to Social Security disability benefits solely because you have not earned the required minimum number of quarters for Social Security coverage, you will be considered to have met this requirement for the purposes of being eligible for this benefit.

The amount of the Pension Contribution Benefit is 1% of the first \$41,667 of your Predisability Earnings, but not to exceed \$416.67.

B. When Pension Contribution Benefits End

Pension Contribution Benefits end automatically on the earliest of:

1. The date LTD Benefits end.
2. The date your Employer's pension plan or the trust is no longer able to accept the Pension Contribution Benefit.
3. The date continued contributions may cause your Employer's pension plan to be disqualified.
4. The date your employment is terminated by you or your Employer, unless your Employer's pension plan document allows continued contributions on your behalf after such date.
5. The date you begin employment with another employer or are self employed, or return to work for your Employer.
6. The date you (a) begin withdrawing a monthly benefit or annuity, (b) withdraw contributions and/or interest, or (c) are required to withdraw or take a distribution of contributions and/or interest, from your Employer's pension plan.

C. Employer Notification

Your Employer will determine and provide us with proof satisfactory to us, which we will rely upon:

1. That your Employer's pension plan may accept the Pension Contribution Benefit on your behalf.
2. The maximum amount of the Pension Contribution Benefit that your Employer's pension plan may accept on your behalf according to the pension plan's definition of compensation for you.
3. Whether any event shown in B. When Pension Contribution Benefits End has occurred.

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy after you become Disabled.

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods, and Limitations** sections will apply to the new cause of Disability.

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DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Preexisting Condition

This Group Policy does not include a Preexisting Condition Exclusion.

D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

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LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

C. Substance Abuse

No LTD Benefits will be paid for any period of Disability caused or contributed to by your Substance Abuse, unless you are participating in good faith in a treatment plan, program or course of medical treatment for Substance Abuse.

Substance Abuse means abuse of alcohol, alcoholism, misuse of any drug, including hallucinogens, or drug addiction.

D. Rehabilitation Program

LTD Benefits will be reduced to 50% of the amount determined from the Schedule Of Insurance for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us, unless your Disability prevents you from participating. If this limitation causes the LTD Benefit to be less than the Minimum LTD Benefit, the Minimum LTD Benefit will be payable.

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CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

During the pendency of your claim, we may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Group Policy are not assignable.

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ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. The amount of benefits payable; and
 - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

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TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

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INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

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CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

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TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

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DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent, or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

Spouse means:

1. A person to whom you are legally married and from whom you are not legally separated; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

(DOM) LT.DF.OT.1

Hybrid Disability Coverage With The Standard

Handbook for Employees in the VRS Hybrid Retirement Plan
whose School Division or Political Subdivision Participates
in The Standard Plan.

Standard Insurance Company

TheStandard

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Contact your human resources office.
For specific claim questions:
Call **800.426.4332**

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Hybrid Disability Coverage with The Standard provides some income protection if you can't work because of physical disease, mental disorder, injury or pregnancy. You are enrolled in this program because your employer opted out of the state disability program. Hybrid Disability Coverage with The Standard is comparable and meets all requirements of Title 51.1 of the Code of Virginia.

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Note: The information contained in this handbook is intended to be general information. It is not complete in all details and does not supersede or replace any plan summary, certificate of insurance or the short-term disability program document and the long-term disability group policy contract. For additional information, please contact your human resources office.

Introduction to Hybrid Disability Coverage with The Standard

Income Protection if You Can't Work

Hybrid Disability Coverage with The Standard provides some income protection if you can't work because of a covered physical disease, mental disorder, injury or pregnancy. Benefits of The Standard plan include:

- Short term and long term disability coverage for total and partial disabilities
- Transitional rehabilitation plans to help you return to work if you are able
- Free advocacy services to assist you in applying for Social Security Disability Insurance (SSDI) benefits
- Additional benefit for severely disabled individuals

Plan Eligibility

If you were hired and a member of the Hybrid Retirement Plan on or after January 1, 2014, and met the disability plan member definition and active work requirement, you are covered under Hybrid Disability Coverage with The Standard as addressed below.

You are a member if you are a U.S. or Canadian citizen or resident and are actively at work at least the minimum hours per week required by your employer for coverage and are a:

- Teacher or other employee of a local public school division
- General employee of a VRS-participating political subdivision, such as a city, county, town, authority or commission
- Local law enforcement officer, firefighter or emergency medical technician, if your employer does not provide enhanced hazardous duty benefits

Member excludes a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee or an independent contractor.

If you were hired before January 1, 2014, and elected to transfer to the Hybrid Retirement Plan from the VRS Plan 1 or the VRS Plan 2, your coverage in the plan and in the Hybrid Disability Plan was effective July 1, 2014, assuming you met the member and active work requirements. If you left employment and took a refund of your Plan 1 or Plan 2 member contributions and interest, or withdrew your full account balance from an ORP authorized or administered by VRS, you will be rehired under the Hybrid Retirement Plan if you return to a position covered under the plan.

You are not eligible for Hybrid Disability Coverage with The Standard if:

- You are a state employee
- You are a member of the State Police Officers' Retirement System (SPORS) or the Virginia Law Officers' Retirement System (VaLORS)
- You are a local law enforcement officer, firefighter or emergency medical technician covered under enhanced hazardous duty benefits
- You are a member of the Judicial Retirement System appointed or elected to an original term before January 1, 2014

Visit www.varetire.org/hybrid for more information about your retirement plan and disability coverage.

Contact your human resources office for more information about your employer's policies.

Short Term Disability Eligibility

To be eligible for short term disability, you must meet the definition of a member as described on page 1 and must be actively at work as required by your employer. Your employer must have also opted into the Hybrid Disability Coverage with The Standard. For a disability that is work-related, you are eligible for coverage on your first day as a member. For a non-occupational disability, you are eligible for coverage the first day after one year of continuous participation as a member in the Hybrid Disability Coverage with The Standard with your current employer.

Long Term Disability Eligibility

To be eligible for long term disability coverage, you must meet the definition of a member as described on page 1 and must be actively at work as required by your employer. Your employer must have also opted into the Hybrid Disability Coverage with The Standard.

For a long term disability, the benefit waiting period is the period for which benefits are payable under the employer's short term disability benefits program, including any benefit waiting period under that plan.

Non-work-related coverage during your one-year waiting period

You may want to consider purchasing an individual policy to ensure you have coverage during your waiting period for non-occupational disability coverage.

If You Change Jobs

If you move to a position with another Virginia state or local government employer providing this or a comparable disability program, you will be required to satisfy a new one-year eligibility waiting period for non-occupational (not work-related) short term disability coverage and a new five-year eligibility period for higher income-replacement levels beginning with your new hire date. This also applies if you leave covered employment and then return to a position eligible for this benefit with another employer.

If you move to another employer or leave your job and then return to covered employment:

If you move to another school division or political subdivision providing this coverage or VLDP coverage, you will be required to satisfy a new short term disability eligibility period for non-occupational disability and higher short term disability income-replacement levels. This also applies if you leave and then return to your former position after a bona fide break in service. A bona fide break in service is a break of at least one full calendar month from your last day of employment over a period you normally would work.

If you leave covered employment and then return to your former position after a bona fide* break in service, you will be required to satisfy a new one-year waiting period for non-occupational short term disability coverage and a new five-year eligibility period for higher income-replacement levels beginning with your subsequent hire date.

If you purchase prior service

If you purchase prior public service, you will receive credit for this service toward your retirement and other benefits under the defined benefit component of your plan. However, prior service credit does not count toward satisfying the one-year waiting period for non-occupational short term disability and the five-year eligibility period for higher short term disability income-replacement levels.

If you return to your former position before the end of a bona fide* break in service, you will be considered continuously employed in your current position. You will resume continuous participation in the plan toward the one-year waiting period for non-occupational short term disability and the five-year eligibility period for higher short term disability income-replacement levels. Or, if you satisfied these qualifying periods before you left your position, you will not be required to satisfy them again.

* What is a Bona Fide Break in Service? A bona fide break in service is a break of at least one full calendar month from your last day of employment that occurs over a period you normally would work. Periods of leave with or without pay and summer breaks do not count toward satisfying this break in service.

Your Responsibilities

Along with your employer and The Standard, you play an important role in ensuring you receive the benefits to which you are entitled in a timely manner.

Your responsibilities include:

- Understanding your benefits and how you qualify for them.
- Contacting your employer and The Standard as soon as you become disabled or know when you will be out. However, claims should not be filed more than four weeks before you are scheduled to be out.
- Authorizing your licensed treating health-care professional to release your medical information to The Standard.
- Ensuring The Standard receives medical information in a timely manner.
- Reporting any changes in your disability to your human resources office and The Standard immediately.
- Applying for workers' compensation benefits if your disability is work-related.
- Applying for Social Security Disability Insurance benefits if you are eligible.
- Reporting any outside income or other benefits you may receive for the same disability to The Standard and your employer, as this other income may impact your disability payment amount.
- Cooperating with a transitional or rehabilitation plan if one is arranged as part of your return to work.

What to Do if...

I am sick, injured, or having a minor procedure and will be out for several days?

Check with your human resources office about your employer's leave policies during periods of disability. If you are out for more than seven consecutive calendar days, you may file a claim for short term disability through The Standard. You must first satisfy a one-year eligibility waiting period with your current employer before you are eligible for non-occupational coverage. Your eligibility for work-related disability coverage begins upon employment as a member. The short term disability benefit begins on the eighth day of your disability or your next scheduled workday if the eighth day is not a scheduled workday. Ask your human resources office how your coverage may change if you change employers or terminate employment.

I am ill or injured and will be out for a while?

Notify your employer and file a claim for short term disability with The Standard as soon as possible. Your human resources office, a family member or friend may file a claim on your behalf.

I am having a medical procedure or know my due date if I am pregnant?

As soon as you know when you expect to be out, notify your employer to obtain a customized claim form to start the claim process. You do not need to wait until the seven-calendar-day benefit waiting period to file a claim. For maternity, it is recommended to file your claim no earlier than four weeks before your due date unless you are disabled earlier for medical reasons.

I am not getting better?

If your condition does not improve or worsens, you and your licensed treating health-care professional should contact The Standard. Your human resources office, a family member or friend can coordinate with your doctor's office and update The Standard on your behalf. If your disability continues beyond 125 workdays, you may be placed on long term disability, as determined by The Standard.

I am suffering a work-related illness or injury?

To qualify for a work-related benefit, your illness or injury must be considered compensable under the Virginia Workers' Compensation Act. If you receive a workers' compensation award or settlement, your disability benefit will be reduced by your workers' compensation benefit or settlement amount.

I am on disability and eligible to retire?

You can apply for service retirement at any time unless you are receiving workers' compensation benefits. Once you reach normal retirement age under the Virginia Hybrid Retirement Plan, your STD benefits end. You are not eligible to apply for VRS disability retirement.

Disability or retirement benefits under the retirement program will reduce the long term disability benefit payable. Please note: Once the disability benefits are no longer payable, you must service retire to continue to receive some type of monthly benefit.

I file a claim and my claim is denied?

You will receive a letter from The Standard approving or denying your claim. If your claim is denied, the letter will include information on the appeal process.

I have questions about my benefits?

This handbook describes some general questions about the disability plans from The Standard. If you have additional questions, please refer to your Certificate of Insurance or contact your human resources office.

Applying for Disability Benefits

How to File a Claim for Disability Benefits

Contact your human resources office for a claim application packet, which will include an Employee's Statement, Employer's Statement, Attending Physician's Statement and Authorization to Obtain and Release Information.

Some information you will need to provide on the Employee's Statement will include:

- Job title and employer name
- Date of birth
- Current mailing address and phone number
- Last day you were or will be able to work
- Name, address, phone number and fax number of your doctor or other licensed treating health-care professional.

You will also need to sign the Authorization to Obtain and Release Information in order for The Standard to obtain any medical records which may be necessary for claim review.

The Attending Physician's Statement will need to be completed by your licensed treating health-care professional. Please ensure that you ask your health-care professional's office to complete and return this form to The Standard as soon as possible. You are ultimately responsible for ensuring your provider returns this completed form.

Your human resources office may also ask you to complete a Short Term Disability Repayment Agreement. Your employer funds the short term disability benefits even though the claims are administered by The Standard. This agreement states that you will reimburse your employer for any overpayment of benefits while on short term disability. The form will need to be notarized before returning it to your human resources office.

Notification of Claim Decision

You will receive a letter from The Standard approving or denying your claim. If your claim is denied, the letter you receive will include information about the appeal process.

If your disability is expected to last for more than 125 workdays, your claim will be reviewed for long term disability. Additional information may need to be obtained for the claim review, but you will not be required to complete a full additional claim application packet.

Returning to Work

The Standard focuses on assisting with a safe return to work if you are able. Our vocational staff will work with you, your licensed treating health-care professional and your employer to develop a transitional plan or, under the long term disability plan, a rehabilitation plan tailored to the activities you can safely perform, such as sitting, standing or walking and how many pounds you can lift or carry. Your employer may have specific policies and procedures regarding return-to-work programs and the maximum length of time accommodations may be offered to employees. For more information, contact your human resources office.

Therapeutic treatment plans

Physical therapy and other treatment plans are considered part of your overall treatment regimen. They are not the same as a transitional or rehabilitation plan.

Transitional Plan

A transitional plan helps you return to your full duties gradually. Examples include working part-time or performing a light-duty position on a temporary basis until you are fully recovered. The Standard will work with your treating health-care professional and your employer to design this plan. While working on a transitional basis, you will continue to receive your benefit. The benefit amount may be reduced by income you receive for the hours you are able to work.

If You Become Severely Disabled

If The Standard receives satisfactory documentation from your licensed treating health-care professional that you are severely disabled, the seven-calendar-day elimination period will be waived. In addition, you will be eligible for an increase of 20 percent to your income replacement level of 60 percent, not to exceed a total income replacement of 80 percent while you remain severely disabled.

To be considered severely disabled, you must be unable to perform at least two of the following six activities of daily living:

1. Bathing
2. Transferring, such as getting in and out of bed
3. Dressing
4. Toileting
5. Continence
6. Eating (ability to feed oneself)

You may also be considered severely disabled if you have severe cognitive impairment as a result of physical disease or injury which requires you to have substantial supervision for your health or safety.

Disability Coverage for Contract Employees

If you are on a nine-, 10- or 11-month contract, you are eligible to receive short term disability benefits during contract periods only. If your contract is not renewed, your eligibility will end when your current contract ends.

Non-contract periods count toward satisfying the one-year waiting period for non-occupational short term and long term disability coverage and the five-year eligibility period for higher income-replacement levels under the short term disability coverage.

If you are on disability before the end of your current contract, your short term disability benefits will stop when your current contract ends. If you are still disabled at the beginning of your next contract and remain medically eligible as determined by The Standard, you will resume your benefits. If you file a claim during your non-contract period, the time you are disabled will count toward the seven calendar-day elimination period, but will not count toward the 125-workday period for short term disability and your days of income replacement.

Example 1:

Kelly Smith first began a contract with her current employer beginning September 1, 2014. She started work September 1, 2015, on a contract ending June 30, 2016, and has received her next contract renewal. Ms. Smith suffers a non-occupational injury on June 11, 2016, and is approved for short term disability benefits beginning June 18, the eighth consecutive calendar day of the disability.

- If Ms. Smith is still disabled when the current contract ends on June 30, 2016, disability benefits will stop.
- If she is still disabled by the time the next contract starts on September 1, 2016, the disability benefits will resume.

If you become disabled during your non-contract period, you will not be required to apply for disability benefits as you will have fulfilled your contract and employment responsibilities for the year. If your disability prevents you from returning to work at the start of your new contract period, you may file a claim with The Standard at that time. Your date of disability will remain the same. Your benefit will begin on the start of your new contract period or on the eighth day following the benefit waiting period, whichever is later.

When Benefits End

Your Disability Benefit Will End if:

- You are no longer considered disabled under the policy
- You fail to provide proof of continued disability to The Standard
- You begin receiving other disability payments under a plan you become covered under through employment during a period of temporary recovery
- You pass away
- You resign from your employment or are terminated from employment for cause
- For short term disability coverage: When you attain normal retirement age under the Virginia Hybrid Retirement program; when long term disability benefits become payable to you under a group long term disability plan even if that occurs before the end of the short term disability maximum benefit period; or when you reach the end of the Maximum Benefit Period for short term disability benefits
- For long term disability coverage: when you reach the end of the Maximum Benefit Period for long term disability benefits unless benefits are continued by the Lifetime Security Benefit

If you die while receiving disability payments, The Standard plan will not continue your monthly payment to a beneficiary or survivor. However, your beneficiary or survivor may be eligible to receive a Survivors Benefit in the event of your death if you were receiving long term disability benefits.

Adjustments to Your Benefits and Workers' Compensation

A work-related disability is the result of an occupational illness or injury that occurs on the job. If you receive a workers' compensation award or settlement amount, your disability benefit will be offset by your workers' compensation benefit or settlement amount. Because of this offset or reduction, you will not receive a short term disability payment if your workers' compensation award is greater than your benefit amount. There is no minimum benefit payable under the short term disability program. However, while long term disability benefits remain payable, the minimum benefit amount is \$100.

If you suffer a work-related illness or injury, you must file a claim for workers' compensation benefits before you file a disability claim. If you have not satisfied the one-year eligibility waiting period for non-occupational short term disability coverage, your workers' compensation claim must be filed before you file a short term disability claim.

Workers' Compensation Example:**100 Percent Income Replacement: Short Term Disability**

Example: Eric is eligible for a workers' compensation benefit and a work-related disability benefit equal to 100 percent of his predisability income. His weekly predisability income is \$1,500.

Workers' Compensation Benefit Calculation:

Predisability Income	\$	1,500.00
X 66 2/3% Workers' Compensation Award	x	0.6667
<hr/>		
Weekly Worker's Compensation Benefit =	\$	1,000.05

100% Work-Related Benefit Calculation:

100% of Weekly Predisability Income	\$	1,500.00
Less Workers' Compensation Benefit amount	- \$	1,000.05
<hr/>		
Weekly Benefit Amount =	\$	499.95

Workers' Compensation Example:**80 Percent Income Replacement: Short Term Disability**

Example: Mary is eligible for a workers' compensation benefit and a work-related disability benefit equal to 80 percent of her predisability income. Her weekly predisability income is \$1,250.

Workers' Compensation Benefit Calculation:

Predisability Income	\$	1,250.00
X 66 2/3% Workers' Compensation Award	x	0.6667
<hr/>		
Weekly Worker's Compensation Benefit =	\$	833.38

80% Work-Related Benefit Calculation:

Predisability Income	\$	1,250.00
X 80% Income Replacement	x	.80
<hr/>		
Maximum Weekly Benefit =	\$	1,000.00

Maximum Weekly Benefit	\$	1,000.00
Less Workers' Compensation Benefit	- \$	833.38
<hr/>		
Weekly Benefit Amount =	\$	166.62

continued on next page

**Workers' Compensation Example:
60 Percent Income Replacement: Short Term Disability**

Example: John is eligible for a workers' compensation benefit and a work-related disability benefit equal to 60 percent of his predisability income. His weekly predisability income is \$2,000.

Workers' Compensation Benefit Calculation:

Predisability Income	\$	2,000.00
X 66 2/3% Workers' Compensation Award	x	0.6667
Weekly Worker's Compensation Benefit =		\$ 1,333.05

60% Work-Related Benefit Calculation:

Predisability Income	\$	2,000.00
X 60% Income Replacement	\$.60
Weekly Benefit Amount =		\$ 1,200.00

John's workers' compensation benefit exceeds his 60 percent income replacement level. Therefore, he will not receive a short term disability benefit from The Standard. If his workers' compensation benefit is reduced to less than 60 percent or ends, or if he is eligible for income replacement at 80 percent because he is severely disabled, John will begin to receive a weekly disability benefit payment to bring him to 60 to 80 percent of his predisability income, as applicable.

Other Outside Income or Benefit Payments

Disability coverage is intended to provide a certain level of income replacement including your disability payment and other income you may be entitled to receive. For short term disability, the maximum replacement varies between 60 and 100 percent of your predisability income, depending on how long you have had coverage through your employer. Other income or benefits you are eligible to receive are offset from or reduce the short term disability benefits payable. Because there is no minimum short term disability benefit, when the other income exceeds your income-replacement percentage, no short term disability benefit is payable.

For Long Term disabilities, the maximum income replacement is 60 percent of your predisability earnings, unless you are severely disabled and qualify for income replacement at 80 percent of your predisability income. Because the long term disability policy has a \$100 minimum benefit, at least \$100 will be payable even if your other income is greater than 60 percent of your predisability earnings when combined together.

Examples of other income that may reduce your disability benefits include, for example, the following. Please note the deductible income under the short term coverage and the long term coverage does vary some. Please refer to your Certificate of Insurance or summary plan:

- Income or wages reported on W-2 forms
- Income from self-employment
- Federal, state or local government disability program payments for the same condition, excluding cost-of-living adjustments (COLAs) (e.g. Social Security benefits, retirement benefits)
- Workers' compensation, severance payments or unemployment compensation
- Amounts received for the same condition from any other group disability insurance.
- Short term disability coverage

Short Term Disability Coverage

What is a Short Term Disability?

A short term disability is a physical disease, injury, pregnancy or mental disorder that prevents you from performing the material duties of your occupation with reasonable continuity. If you meet all other eligibility requirements, the disability may be non-occupational or work-related. A work-related disability is the result of an occupational illness or injury that occurs on the job.

Maximum Benefit Period

The maximum short term disability period is 125 workdays. The 125-workday period is based on a Monday-through-Friday workweek and includes paid holidays. If you are still disabled after 125 workdays, you may be approved for long term disability, as determined by The Standard.

Know your due date if you are pregnant? Have an upcoming medical procedure?

If you know when you will be out, notify your employer and file a claim with The Standard. Although the short term disability benefit will not begin until the eighth day of your disability, you do not have to wait until the seven-calendar-day benefit waiting period to file a claim. For maternity, it is recommended to file your claim no earlier than four weeks before your due date unless you are disabled earlier for medical reasons.

Benefit Waiting Period

If your claim for short term disability is approved, the benefit begins on the eighth day of your disability or your next scheduled workday if the eighth day is not a scheduled workday. Check with your human resources office about leave policies for absences during the benefit waiting period. If you have a condition which causes you to lose two or more activities of daily living, this period may be waived.

Non-Occupational Short Term Disability – Income Replacement Level

After the one-year eligibility waiting period, if you become disabled, you are eligible for income replacement at 60 percent of your predisability income if your disability is non-occupational. For disability occurring after five years of continuous employment as a member with your current employer, you become eligible for higher income replacement beginning at 100 percent of your predisability income, which reduces to 80 percent and

then 60 percent (for each, less deductions for other income). The percentage-level change depends on your months of continuous program participation with your current employer and how long you are disabled as shown in the table below:

Days of Income Replacement: Non-Occupational Short Term Disability

Months of Continuous Service	Workdays at 100% Income Replacement	Workdays at 80% Income Replacement	Workdays at 60% Income Replacement
0-12	0	0	0
13-59	0	0	125
60-119	25	25	75
120-179	25	50	50
180+	25	75	25

Contact your human resources office with questions about leave policies and income replacement during periods of non-occupational short term disability

Work-Related Short Term Disability – Income Replacement Level

You are eligible for work-related short term disability coverage from the first day your coverage is effective. To qualify for a work-related benefit, your disability must arise out of or in the course of employment with your employer – e.g. the result of an occupational illness or injury that occurs on the job. Contact your employer about your workers' compensation benefits and assistance with filing a workers' compensation claim.

You are eligible for income replacement at 60 percent of your predisability income. For disability occurring after five years of continuous participation in the STD plan, and with your current employer, you become eligible for income replacement beginning at 100 percent of your predisability income, which reduces to 80 percent and then 60 percent (for each, less deductions of other income). The percentage-level change depends on your months of continuous program participation with your current employer and how long you are disabled as shown in the table below:

Months of Continuous Service	Workdays at 100% Income Replacement	Workdays at 80% Income Replacement	Workdays at 60% Income Replacement
Fewer than 60	0	0	125
60-119	85	25	15
120+	85	40	0

Contact your human resources office with questions about leave policies and income replacement during periods of non-occupational short term disability

If you have a partial disability

A partial disability means you have a condition that allows you to perform some of your duties and work. You are eligible to receive a partial disability payment if you are unable, due to your disability, to earn 80% or more of your predisability earnings. Earnings from your job during this period will reduce the amount of your short term or long term disability benefit.

If you apply for partial disability benefits, you must satisfy the seven-calendar-day benefit waiting period.

If you receive a workers' compensation award, your short term disability benefit will be reduced by your workers' compensation benefit. Because of this offset, you will not receive a short term disability benefit if your workers' compensation benefit is greater than your short term disability benefit amount.

Temporary Recovery During Short Term Disability

You may temporarily recover from your disability and then become disabled again from the same cause during the benefit period. The length of your temporary recovery determines whether you continue under the same claim or you need to file a new claim.

Within 45 consecutive calendar days: If you have a period of temporary recovery which is 45 days or less, and become disabled again from the same cause or causes, your same short term disability claim will be reopened. You will not need to fulfill another seven-calendar-day benefit waiting period and your income replacement will resume at the level you were receiving during the previous disability period. The number of days remaining of the 125-workday maximum benefit period will also resume. However, your claim will not reopen if you are receiving short term disability benefits under another disability plan under which you became covered during recovery.

After 45 consecutive calendar days: If you have a period of temporary recovery which lasts longer than 45 days, and become disabled again from the same cause or causes, you will have to file a new claim and satisfy a new seven-calendar-day benefit waiting period. If your claim is approved, you will have up to 125 workdays of short term disability coverage again under the new claim.

Other Benefit Coverage While on Short Term Disability

<p>Hybrid Retirement Plan Service and Contributions</p> <p><i>Contact your human resources office with any questions regarding your retirement plan and contributions.</i></p>	<p>Defined benefit component: While you are on short term disability, you will continue to contribute 4 percent of your compensation each month to your member contribution account on a pre-tax salary-reduction basis, unless you are receiving only a workers' compensation benefit. If you are on work-related short term disability and receiving only a workers' compensation benefit, and the contribution cannot be withheld from your payment because your employer does not have control over deductions, the contribution will not be withheld and you will not receive service credit. You will be eligible to purchase this missing time. The Code of Virginia prohibits members from borrowing from their member-contribution accounts.</p> <p>Defined contribution component: Hybrid 401(a) Cash Match Plan and Hybrid 457 Deferred Compensation Plan. While you are on short term non-occupational disability, you will continue to contribute the mandatory 1 percent member contribution, and your employer will continue to contribute the mandatory 1 percent employer contribution to your Hybrid 401(a) Cash Match Plan. You also remain eligible to make voluntary contributions to your Hybrid 457 Deferred Compensation Plan. Distributions from the Hybrid 401(a) and Hybrid 457 plans for a hardship or unforeseen emergency are prohibited by the Code of Virginia. If you are on work-related short term disability and receiving only a workers' compensation benefit, and contributions cannot be withheld because your employer does not have control over the deductions, no contributions will be credited to your Hybrid 401(a) Cash Match Plan or Hybrid 457 plans. More information about the VRS Hybrid Retirement Plan is available at www.varetire.org/hybrid.</p> <p>Note: If you are determined by the Social Security Administration to be permanently and totally disabled and are on work-related disability, no contributions will be withheld from your payment. You will be credited with the mandatory 1 percent employer contribution to your Hybrid 401(a) Cash Match Plan.</p>
<p>Employer-Sponsored Tax-Deferred Savings and Supplemental Retirement Plans</p>	<p>If you are contributing to an employer-sponsored tax-deferred savings or supplemental retirement plan, your contributions may continue while you are on short term disability. You also may be eligible for a distribution for a hardship or unforeseen emergency. Contact your human resources office for more information about your contributions if you participate in an employer-sponsored plan.</p>

Leave	Contact your human resources office about your employer's leave policies during periods of short term disability
Health Insurance	If your employer provides health insurance, your coverage will continue while you are on short term disability. Contact your human resources office with any questions.

Long Term Disability Coverage

What is a Long Term Disability?

A long term disability is a physical disease, injury, pregnancy or mental disorder that prevents you from performing the material duties of your occupation with reasonable continuity for the first 24 months after the benefit waiting period, and from performing any other occupation thereafter. Long term disability benefits are payable after a seven-calendar-day benefit waiting period plus 125 contract workdays. If you are receiving short term disability benefits from The Standard and progress to a long term disability claim, you will not be required to complete a full long term disability claim application.

Income Replacement

If you are approved for long term disability, you will receive 60 percent of your predisability income reduced by deductible income. One example of deductible income would include workers' compensation benefits issued to you because of a work-related disability.

Maximum Benefit Period

The maximum benefit period is determined by your age when disability begins, as follows: age 59 or younger - to SSNRA, age 60 through 64 - 5 years, age 65 through 68 - to age 70, age 69 or other - one year. SSNRA means your normal retirement age under the Federal Social Security Act, as amended.

Age	Maximum Benefit Period
59 or younger	To SSNRA
60 through 64	5 years
65 through 68	To age 70
69 or older	1 year

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

Temporary Recovery During Long Term Disability

You may temporarily recover from your disability and then become disabled again from the same cause or causes. The length of your temporary recovery determines whether you are on the same claim or you need to file a new claim.

During the benefit waiting period. If you have a period of temporary recovery that lasts 45 consecutive days or less while you are still serving the benefit waiting period, you will not have to file a new claim and serve the benefit waiting period again. However, this period of temporary recovery will not count toward serving the 125-workday-benefit waiting period. If your period of temporary recovery lasts longer than 45 days, you will be required to file a new claim.

During the maximum benefit period: Once you have fulfilled the benefit waiting period and are receiving long term disability benefits, you may have a period of temporary recovery lasting up to 125 consecutive days before you would be required to begin a new claim. If your original claim is continued, your benefit amount and maximum benefit period does not change. No long term disability benefits are payable if benefits became payable to you under any other disability insurance plan you became insured under during your period of temporary recovery.

Rehabilitation Plan

A vocational case manager may work with you and your health-care professional to develop a formal rehabilitation plan. The plan will take into account your physical and cognitive abilities, educational background, skills, work history, predisability income or wages, interests and aptitudes. Rehabilitation plans may include:

- Training or additional certification in order for you to be placed in a new position with your same (or a different) employer
- Modification of your work area in order to facilitate your return to work
- Resuming development assistance

The rehabilitation plan may be developed to help you return to your current employer or may be put in place to help you find other employment if you're able to return to work.

Other Benefit Coverage While on Long Term Disability

Contributions	<p>Defined benefit component. The 4 percent member contribution will stop while you are on long term disability. You also will be ineligible to purchase prior service. If you are on work-related disability receiving only a workers' compensation benefit, contact your human resources office for more information about your member contributions.</p> <p>Defined contribution component. The mandatory 1 percent member contribution to your Hybrid 4019a) Cash Match Plan will stop while you are on long term disability. You will be ineligible to make additional voluntary contributions to your Hybrid 457 Deferred Compensation Plan. If you qualify for Social Security Disability Insurance (SSDI) benefits, your employer will continue to make the mandatory 1 percent employer contribution to your Hybrid 401(a) plan. Distributions from the Hybrid 401(a) and Hybrid 457 plans for a hardship or unforeseen emergency are prohibited under Internal Revenue Service (IRS) requirements.</p> <p>More information about the VRS Hybrid Retirement Plan is available at www.varetire.org/hybrid</p>
VRS Service Credit	<p>You continue to accrue VRS service credit while on long term disability. VRS members earn service credit for each month they are reported in a covered position. Service credit also may include credit for prior service a member may have purchased, or additional service granted by an employer. Service credit is one of the factors used to calculate the VRS retirement benefit and determine eligibility for retiree benefits.</p>
Leave	<p>Contact your human resources office about your employer's leave policies during periods of long term disability.</p>

For more information about your VRS benefits, visit **www.varetire.org/hybrid** or call VRS at **1.855.291.2285**. You can also contact your human resources office with questions.

Social Security Disability Insurance Benefits

If you are over 30, you may be eligible for Social Security Disability Insurance (SSDI) benefits if you are unable to perform any work for which you are reasonably qualified for an extended period of time. You must have contributed to Social Security for a sufficient number of quarters to qualify. For more information, call the Social Security Administration toll-free at 800.772.1213 or visit www.ssa.gov.

Important note about SSDI advocacy services:

If The Standard determines you may qualify for SSDI, The Standard will provide SSDI claim advocacy services free of charge. If you wish to use a different advocacy service or an attorney, you will be responsible for paying the fees.

Qualifying for SSDI does not automatically qualify you for a long term disability benefit from The Standard. If you file a disability claim and The Standard determines you may also be eligible for SSDI, The Standard will provide assistance to you with the SSDI application process and appeal process if your SSDI claim is denied. If your claim with The Standard is approved, your disability benefits will begin while your claim for SSDI is pending or in review. If your SSDI claim is approved, the long term disability benefits from The Standard will be reduced for any period the SSDI benefit has been awarded. This may result in an overpayment on your long term disability claim, and you will remain responsible for repayment on your disability claims.

SSDI Benefit Calculation Example:

Example: Maria is approved for long term disability from The Standard and is also eligible for SSDI. Her predisability income is \$5,000 per month. Her SSDI benefit is \$2,000 per month.

Calculation:

Monthly Predisability Income	\$	5,000.00
x 60% Income Replacement	x	.60
Maximum Long Term Disability Monthly Benefit =	\$	3,000.00
Less SSDI Monthly Disability benefit	- \$	2,000.00
Amount of Adjusted LTD Benefit =	\$	1,000.00

Note: If your family is eligible for SSDI benefits, the long term disability benefit will be adjusted by the additional SSDI amounts. If your SSDI award is retroactive over the period you have been receiving a benefit, you will be required to repay any overpayment to your claim.



Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

ATTACHMENT M

CLAIMS EXPERIENCE

Henrico County, Virginia

Contract number - 649720

Coverage Effective Date: 1/1/2014

Long Term Disability

Experience: Incurred Basis

From	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	Totals
Through	12/31/2019	12/31/2020	12/31/2021	12/31/2022	3/31/2023	

Lives *	1,463	1,585	1,793	4,312	4,382	13,535
Earned Premium	377,600	427,985	502,541	640,557	173,498	2,122,181
Paid Claims	17,603	102,283	150,741	31,063	0	301,690
FICA	107	18	0	0	0	125
Change in Reported Reserves	24,196	17,340	324,482	409,008	0	775,026
Change in IBNR Reserves	0	0	0	0	389,124	389,124
Incurred Claims	41,906	119,641	475,222	440,071	389,124	1,465,964

* Data pulled from end of period

649720 HENRICO COUNTY, VIRGINIA

Group Claim Experience

1/1/2019 through 3/31/2023

Claim Division	Claim Number	Gender	Coverage	Product	Birth Date	Incurred Date	Approved Date	Term Date	Pending	Benefit	Paid This Period	Paid This Claim	Ending Reserve	Beginning Reserve
1	GE0016	M	LTD	LT	Aug-73	Dec-18		Jul-19		100				
1	GU0588	F	LTD	LT	Jul-78	Nov-19	May-20	May-20		1,832.78	236.43	236.43		
1	HA9079	M	LTD	LT	Mar-41	Jan-20	Oct-20	Oct-21			7,662.48	7,662.48		
1	HD4625	M	LTD	LT	May-68	Jul-20	Dec-20	Jan-23		1,449.77	6,189.03	6,189.03		
1	HJ5900	F	LTD	LT	Jul-66	Oct-20	Apr-21			2,049.28	15,374.40	15,374.40	13,541.69	
1	HJ6066	F	LTD	LT	Nov-57	Oct-20	Apr-21			1,227.99	2,300.00	2,300.00	3,798.00	
1	HT4155	M	LTD	LT	Sep-54	Feb-21	Nov-21			913.24	14,611.84	14,611.84	3,116.30	
1	HU8253	F	LTD	LT	Aug-94	Jun-21	Dec-21	Dec-21		2,590.85				
1	HX2774	F	LTD	LT	Apr-64	Apr-21	Jan-22			892.09	12,489.26	12,489.26	17,160.14	
1	HX9415	M	LTD	LT	Nov-66	Aug-21	Feb-22			4,441.60	57,740.80	57,740.80	270,230.69	
1	HZ5455	M	LTD	LT	Jun-47	Jun-21	Mar-22	Jan-23		1,065.45	10,379.51	10,379.51		
1	JA7638	F	LTD	LT	Nov-56	Oct-21	Apr-22			956.97	13,953.69	13,953.69	10,647.71	
1	JA8231	F	LTD	LT	Feb-96	Sep-21	Apr-22	Jul-22		2,543.88	9,073.26	9,073.26		
1	JC1133	M	LTD	LT	Jan-60	Nov-21	Jun-22			1,116.59	10,049.31	10,049.31	15,654.05	
1	JE8644	M	LTD	LT	Oct-65	Feb-22	Sep-22			2,590.67	18,134.69	18,134.69	101,868.79	
1	JJ0241	F	LTD	LT	May-65	Mar-22	Oct-22	Sep-22		1,913.78	446.48	446.48		
1	JJ7389	M	LTD	LT	Jun-74	Apr-22	Nov-22	Nov-22		1,780.38	1,550.71	1,550.71		
1	JL8226	F	LTD	LT	Jun-62	May-22	Jan-23			2,700.31	8,100.93	8,100.93	86,769.25	
1	JN1786	F	LTD	LT	Jul-70	Jun-22			P	1,517.63			26,558.53	
1	JP5728	M	LTD	LT	Jun-73	Aug-22			P	100			1,750.00	
1	JP6340	M	LTD	LT	Jan-88	Jul-22			P	2,107.18			36,875.65	
1	JQ1804	M	LTD	LT	May-69	Jul-22	Mar-23			2,829.94	2,829.94	2,829.94	128,948.86	
1	JQ3681	F	LTD	LT	Dec-72	Nov-22			P	1,499.24			26,236.70	
							SUBTOTAL PENDING -	LT					91,420.88	
							SUBTOTAL OTHER -	LT			191,122.76	191,122.76	651,735.48	
							PRODUCT -	LT			191,122.76	191,122.76	743,156.36	
1	GR2835	M	LTD	ML	Oct-65	May-19	Feb-20	May-20		502.39	2,511.95	2,511.95		
1	HG8887	M	LTD	ML	May-68	Jul-20	Mar-21	Jan-23		483.26	14,544.58	14,544.58		
1	JB5155	M	LTD	ML	Nov-66	Aug-21	May-22			1,480.53	19,246.89	19,246.89	7,672.62	
							SUBTOTAL PENDING -	ML						
							SUBTOTAL OTHER -	ML			36,303.42	36,303.42	7,672.62	
							PRODUCT -	ML			36,303.42	36,303.42	7,672.62	
1	GX0820	F	LTD	PB	Oct-63	Jun-18	Aug-20			19.87	1,033.90	1,033.90	1,465.41	
1	GX1097	M	LTD	PB	Jul-70	Aug-17	Aug-20	Apr-23		42.78	2,609.58	2,609.58	4,892.32	
1	GX1109	F	LTD	PB	Jun-63	Jun-17	Aug-20			15.03	916.83	916.83	1,123.64	
1	GX1129	M	LTD	PB	Jan-63	Dec-18	Aug-20			23.41	1,076.86	1,076.86	1,470.38	
1	GX1207	F	LTD	PB	Dec-65	Oct-16	Jul-20	Nov-17			312.26	312.26		
1	GX6042	M	LTD	PB	Oct-65	May-19	Feb-22			25.12	1,004.80	1,004.80	2,094.51	
1	HS5289	M	LTD	PB	May-68	Jul-20	Oct-21	Jan-23		24.16	726.36	726.36		
							SUBTOTAL PENDING -	PB						

							SUBTOTAL OTHER -	PB		7,680.59	7,680.59	11,046.26	
							PRODUCT -	PB		7,680.59	7,680.59	11,046.26	
1	JM5106	M	LTD	SB	Jun-47	Jun-21	Jan-23	Dec-22		3,196.35	3,196.35		
							SUBTOTAL PENDING -	SB					
							SUBTOTAL OTHER -	SB		3,196.35	3,196.35		
							PRODUCT -	SB		3,196.35	3,196.35		
							SUBTOTAL PENDING -	LTD				91,420.88	
							SUBTOTAL OTHER -	LTD		238,303.12	238,303.12	670,454.36	
							COVERAGE -	LTD		238,303.12	238,303.12	761,875.24	
							ADMIN TRACK CODE -	1		238,303.12	238,303.12	761,875.24	
3	FP5889	M	LTD	LT	Jul-70	Aug-17	Apr-18	Apr-23	2,567.05	-2,731.45	22,939.05	43,005.08	147,791.75
3	GB1535	F	LTD	LT	Oct-62	Jun-18	Feb-19	Mar-20	3,228.14	45,402.18	45,402.18		
3	GF0423	F	LTD	LT	Mar-89	Nov-18	Aug-19	Aug-22	2,838.32	48,140.01	48,140.01		
3	HE2085	F	LTD	LT	Jun-88	Jun-20		Jan-21					
							SUBTOTAL PENDING -	LT					
							SUBTOTAL OTHER -	LT		90,810.74	116,481.24	43,005.08	147,791.75
							PRODUCT -	LT		90,810.74	116,481.24	43,005.08	147,791.75
							SUBTOTAL PENDING -	LTD					
							SUBTOTAL OTHER -	LTD		90,810.74	116,481.24	43,005.08	147,791.75
							COVERAGE -	LTD		90,810.74	116,481.24	43,005.08	147,791.75
							ADMIN TRACK CODE -	3		90,810.74	116,481.24	43,005.08	147,791.75
4	EW9486	M	LTD	LT	Jun-53	Jun-16	Dec-16	Dec-21		42,866.64	71,444.40		
4	FN1727	F	LTD	LT	Dec-45	Aug-17	Feb-18	Mar-19		3,214.80	12,859.20		1,596.68
4	FS2779	F	LTD	LT	Jun-63	Jun-17	Jun-18		901.97	-2,619.07	6,100.00	7,476.00	15,208.15
4	FZ5315	F	LTD	LT	Oct-63	Jun-18	Jan-19		1,192.22	10,011.14	10,011.14	14,176.23	
4	GB9341	M	LTD	LT	Jan-63	Dec-18	Mar-19		1,404.84	4,600.00	4,600.00	6,281.00	
4	GM1322	M	LTD	LT	Oct-65	May-19	Nov-19		1,507.18	13,849.80	13,849.80	22,101.45	
4	GV5500	M	LTD	LT	Jan-79	Jan-20	Sep-20	Aug-22	2,155.48	55,486.15	55,486.15		
							SUBTOTAL PENDING -	LT					
							SUBTOTAL OTHER -	LT		127,409.46	174,350.69	50,034.68	16,804.83
							PRODUCT -	LT		127,409.46	174,350.69	50,034.68	16,804.83
							SUBTOTAL PENDING -	LTD					
							SUBTOTAL OTHER -	LTD		127,409.46	174,350.69	50,034.68	16,804.83
							COVERAGE -	LTD		127,409.46	174,350.69	50,034.68	16,804.83
							ADMIN TRACK CODE -	4		127,409.46	174,350.69	50,034.68	16,804.83
							POLICY -	649720		456,523.32	529,135.05	854,915.00	164,596.58