



November 5, 2020

**ADDENDUM NO.: TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# LBS-1090**  
Dated: October 7, 2020  
Commodity: Employee Voluntary Benefits/Services  
RFP Closing On: ~~November 4, 2020 at 2:00 pm EST~~  
~~November 10, 2020 at 2:00 pm EST~~  
**November 12, 2020 at 2:00 pm EST**

Please note the clarifications and/or changes made on this proposal program:

**The closing date and time has been extended to November 12, 2020 at 2:00 pm EST.**

1. Question: Would JMU be interested in developing and implementing employee financial education programs or financial wellness training?

**Answer: JMU is not interested in acquiring training and development services for our employees.**

2. Question Is it possible to get census data to include hire date and home zip code?

**Answer: An excel file with this data is attached.**

3. Question: Can you provide a census of the Optional Retirement Plan employees who are participating in the plan with UNUM for Long Term Disability? Fields needed are Gender, Date of Birth, Job Description, and Annual Salary.

**Answer: JMU will not be sharing this information publicly.**

4. Question: Can you provide a copy of the most recent renewal from UNUM that outlines the rates in force and claims utilization information from the past five (5) years for Long Term Disability?

**Answer: A summary of LTD premiums and claims is attached as a separate document.**

5. Question: Can you provide a copy of the UNUM certification of coverage so we can provide a similar or strengthened plan for employees?

**Answer: The UNUM certification of coverage is attached as a separate document.**

MSC 5720  
752 Ott Street, Room 1042  
Wine Price Building  
Harrisonburg, VA 22807  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax

6. Question: Do you have any SWAM vendors or spending being used now that you would like to continue receiving funding?

**Answer: No.**

7. Question: Do you anticipate extending the bid due date?

**Answer: The closing date has been extended until November 12, 2020 at 2:00 pm EST.**

8. Question: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

**Answer: Reference RFP# LBS-1090, Section IV- Evaluation and Award Criteria. No additional details will be provided.**

9. Question: Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com](http://www.mygovwatch.com)?

**Answer: No.**

10. Question: Other than your own website, where was this bid posted?

**Answer: RFP# LBS-1090 was posted on [www.eva.virginia.gov](http://www.eva.virginia.gov)**

11. Question: Our question is in regards to this request: "Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org)."

Can you clarify how you define "sales your company had"? Is this gross revenue, net revenue, amount of members, etc?

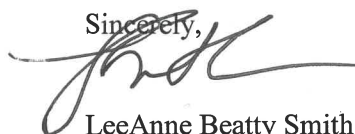
**Answer: JMU defines "sales your company had" as the gross revenue collected by your firm from each VASCUPP institution.**

12. Question: We are an independent Insurance broker, and have two carriers who are interested in submitting responses to JMU, in partnership with our firm. Is it acceptable for us to submit two proposals (as the lead), both for the area of Supplemental Life?

**Answer: Yes.**

Signify receipt of this addendum by initialing "Addendum #2 \_\_\_\_" on the signature page of your proposal.

Sincerely,



LeeAnne Beatty Smith  
Buyer Senior  
Phone: 540-568-7523

**LTD Experience**  
**James Madison University - Pol #: 00292427**

	03/2016 - 03/2017	03/2017- 03/2018	03/2018- 03/2019	03/2019- 03/2020	03/2020- 10/2020	Total
<b>Incurred But Not Reported</b>	\$0	\$0	\$0	\$0	\$219,186	\$219,186
<b>Claims</b>	\$0	\$0	\$22,528	\$0	\$0	\$22,528
<b>Premium*</b>	\$458,755	\$466,637	\$491,777	\$487,616	\$257,866	\$2,162,651
<b>Loss Ratio</b>	0.0%	0.0%	4.6%	0.0%	0.0%	11.2%
<b>Number of Open Claims</b>	0	0	0	0	0	0
<b>Monthly Indemnity</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Reserves</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

\*Note: Ltd paid premium does not include rate or plan changes

## CERTIFICATE OF COVERAGE

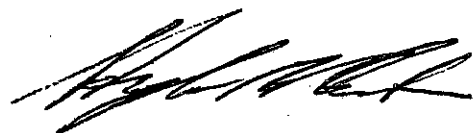
UNUM Life Insurance Company of America (referred to as "we," "our" and "us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured. Keep it in a safe place.

A few words about this certificate of coverage.....

We have written it in plain English. But a few terms and provisions are written as required by insurance law. You will want to read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to our claims paying office. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.



President

## PLAN OUTLINE

### Description of Eligible Classes

All Non-Union Employees

### Amount of Insurance

#### Option 1

- 50% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit.
- The maximum monthly benefit is \$5,000.

#### Option 2

- 40% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit.
- The maximum monthly benefit is \$5,000.

#### Option 3

- 25% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit.
- The maximum monthly benefit is \$5,000.

### Maximum Benefit Period

Age at Disability  
Less than 60

60-64

65-69

70 and Over

### Maximum Benefit Period

To Age 65 but not  
less than 5 years

5 Years

To Age 70 but not  
less than 1 year

1 Year

### Elimination Period:

- 180 days

Minimum Requirement for Active Employment: 30 hours  
per week

### Definition of Basic Monthly Earnings

#### For Teachers

"Basic monthly earnings" means 1/12th of your teacher's annual contract salary in effect just prior to the date disability begins. It does not include bonuses, overtime pay and other extra compensation. Earnings will be adjusted each year on the plan anniversary date.

#### For All Others

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect on:

1. the April 1, plan anniversary date just prior to the date disability begins; or
2. the date of hire, if he was not insured on the April 1, plan anniversary date.

It does not include commissions, bonuses, overtime pay or other extra compensation.

### Waiting Period:

- If you were in an eligible class on or before the plan effective date: None
- If you entered an eligible class after the plan effective date: First pay cycle following date of active employment

You must be in continuous active employment in an eligible class during the specified waiting period.

### Contributions

- The cost of your insurance is paid entirely by you.

### Changes Effective

Subject to the delayed effective date exceptions, changes in insurance take effect immediately.

### Continuation of Your Insurance During Certain Absences

#### Type of Absence

Temporary Layoff or  
Leave of Absence

School Approved  
and Paid  
Sabbatical Leave

#### Time Limit

To the end of the insurance  
month following the insurance  
month in which the layoff or  
leave of absence begins.

Coverage will continue for up  
to 12 months following the date  
Sabbatical leave begins.

## Re-enrollment

"Re-enrollment period" means a period designated by the Employer and the Company, during which time an employee may make written application for coverage under this plan.

The following applies to employees who are eligible for insurance coverage as shown in the plan specifications.

1. During each re-enrollment period, the employee may choose one of the following:
  - a. enroll in the plan;
  - b. increase in coverage;
  - c. decrease in coverage;
  - d. keep coverage at the same level; or
  - e. choose not to participate in the plan.
2. Evidence of insurability will not be required for:
  - a. those newly eligible employees enrolling during the re-enrollment period; or
  - b. those employees who were previously eligible to enroll during prior enrollment periods and chose not to enroll in the plan; or
  - c. those employees who increase their coverage.

The effective date of insurance for these employees will be on the first day of the pay period following the plan anniversary, for which contributions have been deducted.

Employees who choose not to participate in the plan will not be covered.

The following applies to employees who increase their coverage during the re-enrollment period. This plan will not cover the increase in the amount of coverage for any disability:

1. caused by, contributed to by, or resulting from a pre-existing condition; and

2. which begins in the first 24 months after the effective date of the increased coverage.

A "pre-existing condition" means a sickness or injury for which the insured received medical treatment, consultation, care or drugs or medicines in the 12 months prior to the effective date of the increased coverage.

The following applies to an employee who is currently enrolled in the plan and fails to reenroll in the plan:

He will continue to be insured for the same coverage option for which contributions have been deducted.

The following applies to any employee who was previously declined for this coverage by the Company:

The employee must submit an application and evidence of insurability to the Company for approval. This will be at the employee's expense.

An employee will be insured on the first day of the pay period which follows the date the Company gives its approval, for which contributions have been deducted.

## TERMS YOU SHOULD KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows:

- "Active employment" means you must be working:
  1. for your employer on a full-time basis and paid regular earnings (temporary or seasonal employees are excluded);
  2. at least the minimum number of hours shown in the plan outline; and either
  3. at your employer's usual place of business; or
  4. at a location to which your employer's business requires you to travel.
- "Basic monthly earnings" - as defined in the plan outline.
- "Disability" or "disabled" - see the end of these terms.
- "Eligibility date" means the date you become eligible for insurance after completing the waiting period shown in the plan outline.
- "Elimination period" means a period of consecutive days of disability for which no benefit is payable. The elimination period is shown in the plan outline and begins on the first day of disability.

Note: If disability stops during the elimination period for any 30 (or less) days, then the disability will be treated as continuous. But days that you are not disabled will not count toward the elimination period.

- "Employer" means a proprietorship, partnership or corporation which becomes a participating employer by completing an application for participation and having the application approved by the Company and the trustees of the fund. This includes any division, subsidiary or affiliated company named in the summary of benefits.

- "Enrollment period" means one of the following periods during which you may first make written application for coverage under this plan:

1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by your employer and us.
2. if you become eligible for insurance after the plan effective date, the period which ends 61 days after your eligibility date.

- "Evidence of insurability" means a statement or proof of your medical history upon which we will determine your acceptance for insurance.
- "Gross monthly benefit" means your benefit amount before any reduction for earnings.
- "Home office" means the UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.
- "Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of 10% or the current annual percentage increase in the Consumer Price Index.

Note: The Consumer Price Index (CPI-W) is published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

- "Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.
- "Monthly benefit" means the amount we will pay you when you are disabled.
- "Partial disability" and "partially disabled" - see the end of these terms.

- "Physician" means a person who is:
  1. operating within the scope of his license; and either
  2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
  3. legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

- "Sickness" means illness or disease. It includes pregnancy unless excluded in the General Exclusion section of this certificate of coverage. Disability must begin while you are insured under the policy.
- "Waiting period," as shown in the plan outline, means the continuous length of time you must serve in an eligible class to reach your eligibility date.
- "You" and "your" means you, the employee.

- "Disability" and "disabled" mean that because of injury or sickness:

1. you cannot perform each of the material duties of your regular occupation; and
2. after benefits have been paid for 24 months, you cannot perform each of the material duties of any gainful occupation for which you are reasonably fitted by training, education or experience.

For employees employed as airplane pilots, co-pilots or crew members

- "Disability" and "disabled" mean that because of injury or sickness you cannot perform each of the material duties of any gainful occupation for which you are reasonably fitted by training, education or experience. The loss of a pilot's license for any reason does not, in itself, constitute disability.
- "Partial disability" and "partially disabled" mean that because of injury or sickness you, while unable to perform all the material duties of your regular occupation on a full-time basis, are:
  1. performing at least one of the material duties of your regular occupation or another occupation on a part-time or full-time basis; and
  2. currently earning at least 20% less per month than your indexed pre-disability earnings due to that same injury or sickness.



## ENROLLMENT AND DATE INSURANCE STARTS

### When can you enroll?

You can enroll if you are:

1. in active employment with your employer; and
2. in a class eligible for insurance.

### When does insurance start?

Insurance will start at 12:01 a.m. on the day determined as follows, but only if your written application for insurance is:

1. made with us through your employer; and
2. on a form satisfactory to us.

You will be insured on the first day of the pay period:

1. for which contributions have been deducted; and
2. which follows the latest of:
  - a. the date you made written application for insurance before the 61st day after your eligibility date; or
  - b. the date the Company gives its approval, if you:
    - i. make written application for insurance more than 61 days after your eligibility date; or
    - ii. terminated your insurance while continuing to be eligible.

In the case of ii. above, the employee must submit an application and evidence of insurability to the Company for approval. This will be at your expense.

### When will the effective date of insurance be delayed?

The effective date of any initial, increased or additional insurance will be delayed if you are not in active employment because of a disability on the date that insurance would otherwise be effective. The initial, increased or additional insurance will start on the date that you return to active employment.

## DISABILITY

### When do disability benefits become payable?

We will pay you a monthly benefit after the end of the elimination period when we receive proof that you:

1. are disabled due to sickness or injury; and
2. require the regular attendance of a physician.

### What conditions must be met for benefit payments to continue?

We will pay you as long as you remain disabled and require the regular attendance of a physician. But we will not pay any longer than the maximum benefit period shown in the plan outline.

Also, you must give us proof of these facts, at your own expense, when we ask for it.

### When do disability benefits for partial disability become payable?

When we receive proof that you are partially disabled within 31 days of the end of a period during which you received disability benefits, we will pay a monthly benefit. The partial disability must result from the injury or sickness that caused disability.

### How is the benefit figured?

#### Option 1

To figure the amount of your monthly benefit:

1. Take the lesser of:
  - a. 50% of your basic monthly earnings; or
  - b. the amount of the maximum benefit shown in the plan outline.

#### Option 2

To figure the amount of your monthly benefit:

1. Take the lesser of:
  - a. 40% of your basic monthly earnings; or

- b. the amount of the maximum benefit shown in the plan outline.

### Option 3

To figure the amount of your monthly benefit:

1. Take the lesser of:
  - a. 25% of your basic monthly earnings; or
  - b. the amount of the maximum benefit shown in the plan outline.

But, if you are earning more than 20% of your indexed pre-disability earnings in your regular occupation or another occupation, then the monthly benefit will be figured as follows:

1. During the first 12 months, the monthly benefit will not be reduced by any earnings until the gross monthly benefit plus your earnings exceed 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount.
2. After 12 months, the monthly benefit will be reduced by 50% of your monthly earnings received while you are disabled.

Proof of your monthly earnings must be given to us on a quarterly basis. Benefit payments will be adjusted upon receipt of this proof of earnings.

### When do these benefits cease?

Disability benefits will cease on the earliest of:

1. the date you are no longer disabled;
2. the date you die;
3. the end of the maximum benefit period;
4. the date your current earnings exceed 80% of your indexed pre-disability earnings.

**Must premium payments be made when you are receiving benefits?**

No, we will waive premium payments during any period for which benefits are payable.

### RECURRENT DISABILITY

**What happens if you try to return to work and become disabled again?**

"Recurrent Disability" is a disability which is related to a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as part of the prior disability if, after receiving disability benefits, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

Benefit payments will be subject to the terms of this plan for the prior disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability. You must complete another elimination period.

In order to prevent overinsurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to you under any other group long term disability policy.

### SURVIVOR BENEFIT

**What happens to your benefit if you die?**

We will pay a benefit to your eligible survivor when we receive proof that you died:

1. after disability had continued for 180 or more consecutive days; and
2. while receiving a monthly benefit.

The benefit will be an amount equal to three times your gross monthly benefit.

If payment becomes due to your children, payment will be made to:

1. your children; or

2. a person named by us to receive payments on your children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent your children.

"Eligible survivor" means your spouse, if living, otherwise your children under age 25. But, if there are no eligible survivors, payment will be made to your estate.

### **GENERAL EXCLUSIONS**

#### **What disabilities aren't covered?**

We will not cover any disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot.

### **PRE-EXISTING CONDITION EXCLUSION**

#### **Are there any other disabilities not covered?**

Yes, we will not cover any disability:

1. caused by, contributed to by, or resulting from a pre-existing condition; and
2. which begins in the first 24 months after your effective date.

"Pre-existing condition" means a sickness or injury for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the 12 months prior to your effective date.

### **MENTAL ILLNESS LIMITATION**

#### **Are benefits limited for mental illness?**

Benefits for disability due to mental illness will not exceed 24 months of monthly benefit payments unless you meet one of these situations.

1. You are in a hospital or institution at the end of the 24-month period. We will pay the monthly benefit during the confinement.

If you are still disabled when discharged, we will pay the monthly benefit for a recovery period of up to 90 days.

If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.

2. You continue to be disabled and become confined:
  - a. after the 24-month period; and
  - b. for at least 14 days in a row.

We will pay the monthly benefit during the confinement.

We will not pay the monthly benefit beyond the maximum benefit period.

"Hospital" or "institution" means facilities licensed to provide care and treatment for the condition causing your disability.

"Mental illness" means mental, nervous or emotional diseases or disorders of any type.

## TERMINATION

### When does your insurance terminate?

You will cease to be insured on the earliest of the following dates:

1. the date the policy terminates;
2. the date your employer's coverage under the policy terminates;
3. the date you are no longer in an eligible class;
4. the date your class is no longer included for insurance;
5. the later of:
  - a. the date employment terminates; or
  - b. the last day for which your employee contribution has been made.

Cessation of active employment will be deemed termination of employment, except:

- a. if you are disabled your insurance will be continued during:
  - i. the elimination period; and
  - ii. while benefits are being paid.
- b. your employer may continue your insurance by paying the required premium, subject to the following:
  - i. Insurance may be continued for the time shown in the plan outline if you are:
    - a) temporarily laid off; or
    - b) given leave of absence.
  - ii. The employer must act so as not to discriminate unfairly among employees in similar situations.

## VOLUNTARY LONG TERM DISABILITY PORTABILITY PRIVILEGE

What are the terms of the portability privilege?

When your coverage would otherwise terminate under this plan because you end employment with the employer, you may elect to continue your disability income coverage for 12 months and without medical evidence of insurability. But you must have been insured for at least twelve consecutive months just before the date your employment terminated.

Coverage may not be continued for any of the following reasons if:

1. you are disabled under the terms of the plan, or upon recovery of such disability;
2. you failed to pay any required premium;
3. you retire;
4. you are on an approved leave of absence;
5. you become covered under any other group long term disability income plan;
6. the group policy terminates; or
7. the employer's coverage under the group policy terminates.

To keep your insurance in force you must:

1. make written application to the Company within 31 days after the date your insurance would otherwise terminate; and
2. pay the required premium to the Company. The first premium payment must be made no later than 31 days after the date your insurance would otherwise terminate.

Insurance will cease on the earliest of these dates:

1. the date you failed to pay any required premium;
2. the date you retire;
3. the date the group policy is terminated; or
4. the date you become insured under any other group long term disability income plan; or
5. the date following 12 months of coverage.

"Group policy" means the policy issued to the trustees of the multiple employer trust in which your employer participates.

## **SOME GENERAL INFORMATION TO KNOW**

### **When must we be notified of a claim?**

You must give us written notice of claim within 30 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

### **When does proof of claim have to be given?**

You must give us proof of claim no later than 90 days after the end of the elimination period.

If it is not possible for you to give proof within these time limits, it must be given as soon as reasonably possible. But you may not give proof later than one year after the time it is otherwise required.

You must give us proof of continued disability and regular attendance of a physician within 30 days of the date we request the proof.

The proof must cover:

1. the date disability started;
2. the cause of disability; and
3. how serious the disability is.

### **When are claims paid?**

When we receive proof of claim, benefits payable under the policy will be paid monthly during any period for which we are liable.

### **Who are claims paid to?**

All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to \$1,000 to any of your relatives whom we consider entitled. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

**What are our examination rights?**

We, at our expense, will have the right and opportunity to have an employee, whose injury or sickness is the basis of claim:

1. examined by a physician, other health professional, or vocational expert of our choice; and/or
2. interviewed by an authorized Company representative. This right may be used as often as reasonably required.

**How can statements made in any application for this insurance be used?**

In the absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless a copy of your statements has been given to you.

**Can legal proceedings be started at any time?**

No, you or your authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor
2. more than 3 years after the time proof of claim is required.

**What happens if facts are misstated?**

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid.

**Does this coverage affect workers' or workmen's compensation?**

The policy is not in lieu of, and does not affect, any requirement for coverage by workers' or workmen's compensation insurance.

**Can the policyholder act as our agent?**

For all purposes of the policy, the policyholder acts on its own or as your agent. Under no circumstances will the policyholder be deemed our agent.