



**VIRGIN ISLANDS DEPARTMENT OF JUSTICE**  
**OFFICE OF THE ATTORNEY GENERAL**

September 11, 2023

**VIA SHAREPOINT**

Honorable Albert Bryan Jr.  
Governor of the Virgin Islands  
Government House  
Nos. 21-22 Kongens Gade  
St. Thomas, VI 00802

**Attr.** Richard T. Evangelista, Esq.  
Chief Legal Counsel to the Governor

**Re.** **IMPORTANT:** The current Life Insurance Agreement ends on September 30, 2023, and the attached Agreement requires the Governor's and the Legislature's approval.  
Agreement between the Government of the Virgin Islands, through the GESC/Health Insurance Board of Trustees, and Standard Insurance Company for Group Life and Accidental Death and Dismemberment Insurance  
A.G.O. File No. K-23-370

Dear Governor Bryan:

Transmitted herewith for your approval is the Agreement for Group Life and Accidental Death and Dismemberment Insurance ("Group Life Agreement") by and between the Government of the Virgin Islands, through the GESC/Health Insurance Board of Trustees ("Board")("Government"), and the Virgin Islands Port Authority (the "Authority"), the University of the Virgin Islands ("UVI"), and Frederiksted Health Care Inc. ("FHC") (the Government, the Authority, UVI, East End Medical and FHC hereinafter collectively referred to as the "Employer") and Standard Insurance Company ("STANDARD").

According to the Justification letter provided by the Board and dated August 29, 2023, the Board, acting as the sole body overseeing the operation of the Government employees' health and other benefit plans, has recently secured proposals after completing a Request for Proposals (RFP)

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**St. Thomas**

3438 Kronprindsens Gade | GERS Complex, 2nd Floor | St. Thomas, VI 00802-5749 | (340) 774-5666  
Division of Paternity & Child Support | 8000 Nisky Shopping Center | 2nd Floor, Suite 500 | St. Thomas, VI 00802 | (340) 775-3070

**St. Croix**

213 Estate La Reine | Kingshill, St. Croix, VI 00850 | (340) 773-0295  
Division of Paternity & Child Support | 3018 Orange Grove, Suite 4 | Christiansted, St. Croix, VI 00821 | (340) 775-3070

for competitive bids as required by statute for insurance services last year which included Medical and Prescription Drug coverage for active employees and retirees, Employee Assistance Program, Dental, Vision, Life, and Accidental Death & Dismemberment (AD&D) plans. This year, the Board received three proposals for Life and Accidental Death & Dismemberment (AD&D) plans. Proposals were received from The Hartford Insurance Company, Metropolitan Life Insurance Company, and The Standard Insurance Company (Incumbent).

The Board Letter explains that the Central Government provides all active employees and retirees with basic life, accidental death, and dismemberment coverage. The active employees' benefit is \$10,000.00 of life insurance coverage, and the benefit for retirees is \$5,000.00. The benefit is doubled if an individual passes away because of an accident. Also, active employees and retirees can purchase additional life insurance through an additional payroll deduction at no cost to the Central Government.

All three proposals matched our existing benefits and provided significant savings in premiums. The Board requested best and final offers from Metropolitan Life and The Standard.

| Savings Generated | Initial Response |          | Final Response |          |
|-------------------|------------------|----------|----------------|----------|
|                   | Metropolitan     | Standard | Metropolitan   | Standard |
| Active Employees  | -35.4%           | -27.6%   | -40.0%         | -44.2%   |
| Retirees          | -40.0%           | -31.0%   | -40.0%         | -49.7%   |

The Standard Insurance Company prevailed as the most competitive responder. The Government will save approximately (\$75,000) for the active employees and will save approximately (\$328,000) for a total savings of (\$403,000). In addition to the savings, The Standard guarantees the rates for three years through September 30, 2026, and provides a 10% rate cap for year four and year five of the contract. Premium rates for the additional life insurance will remain the same as they are currently and will receive the same rate guarantees as mentioned above. This Agreement is expressly made subject to your approval and the appropriation and availability of funds. The Renewal includes language allowing for execution in any number of counterparts, each of which shall be deemed an original, even if a photocopy or facsimile.

I have attached for your review the following documents:

1. Certificate of Authority (no business license is required because insurance companies are not engaged in any business, occupation, profession, or trade listed in 27 V.I.C. § 302);
2. Certificate of Incumbency;
3. Board Letter dated August 29, 2023;
4. GERS Group Health Projected Budget;
5. Certificate of Group Life Insurance;

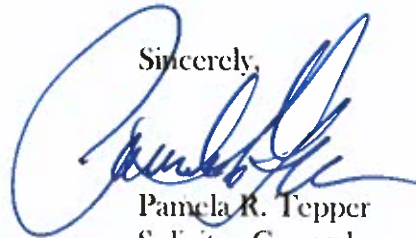
Transmittal Letter to Governor Albert Bryan Jr. dated September 11, 2023  
Agreement between the Government of the Virgin Islands, through the GESC/Health Insurance Board of Trustees,  
and Standard Insurance Company for Group Life and Accidental Death and Dismemberment Insurance  
A.G.O. File No. K-23-370

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6. Certificate of Incumbency for Signatory;
7. Amended and Restated Articles of Incorporation; and
8. Group Life Insurance Agreement.

Thank you for considering this matter. The Group Life Agreement and supporting documents have been reviewed and approved for legal sufficiency. If you have questions, please contact Assistant Attorney General Ian S.A. Clement, Esq., or me at 340-774-5666.

Sincerely,



Pamela R. Tepper  
Solicitor General

Enclosures: Second Renewal and Supporting Documents

cc: Ariel M. Smith, Esq., Attorney General  
Department of Justice

Beverly Joseph, Chairperson  
GESC Health Insurance Board

Valerie P. Daley, Chief Health Insurance  
Division of Personnel

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**AGREEMENT FOR GROUP LIFE AND  
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

THIS SIDE LETTER AGREEMENT ("Agreement") made and entered into this 1<sup>st</sup> day of October 2023 by and between the Government of the Virgin Islands, through the Health Insurance Board of Trustees, (the "Government") the Virgin Islands Port Authority (the "Authority"), the University of the Virgin Islands ("UVI"), and Frederiksted Health Care, Inc. ("FHC") (the Government, the Authority, UVI, and FHC hereinafter collectively referred to as the "Employer") and Standard Insurance Company (hereinafter "STANDARD").

WITNESSETH:

WHEREAS, the Employer consists of the Government of the Virgin Islands and its independent instrumentalities; and

WHEREAS, the Employer provides group health insurance benefits to their eligible employees, retirees and their dependents; and

WHEREAS, in accordance with Title 3, Chapter 25, Subchapter VIII, of the Virgin Islands Code, the Employer issued a Request for Proposal from companies interested in providing group health insurance coverage for its employees; and

WHEREAS, STANDARD along with other companies submitted a proposal to provide health insurance benefits to the Employer; and

WHEREAS, the Employer has accepted the proposal of STANDARD and the parties have negotiated and arrived at an agreement for the terms of the contract; and

WHEREAS, the terms of the Group Life and Accidental Death and Dismemberment Agreement shall consist of the terms provided herein and the terms of the addenda and attached exhibits which are fully incorporated herein by reference; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises made herein, the parties agree as follows:

**1. TERM**

This Contract shall be in force and effect for a period of thirty-six (36) months beginning October 1, 2023 and ending September 30, 2026. At the option of the Employer, this Contract is subject to annual review and renewal, with terms to be renegotiated by the parties, for up to two (2) successive twelve (12) month terms. The Employer shall give notice of its intent to renew the contract at least sixty (60) days prior to the expiration of the term of the Contract.

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## **2. COMPENSATION FOR INSURER**

- A. The premium rates paid by the Employer to STANDARD shall be those as listed in Attachment 1 to this Contract.
- B. The premium rates referenced in Attachment 1 shall remain in effect for thirty-six (36) months commencing on October 1, 2023 and terminating September 30, 2026.
- C. STANDARD shall generate monthly premium bills, which shall be due and payable as follows:

### **Payment by the Government, and FHC**

STANDARD shall, on a monthly basis during the term of the Contract, accept a self-bill from the Government for payment of premiums. All premium payments invoiced to the Government under the Contract shall be due and payable to STANDARD by the 15<sup>th</sup> day of the month 60 days following the first of the month on which the Government received the subject monthly invoice (the "Government Premium Due Date").

If the Government fails to make any payment by the Government Premium Due Date, then STANDARD may terminate the Contract, with respect to the Government, for non-payment of premium, provided that STANDARD complies with the notice provisions for termination set out in Section 14 of this Contract.

### **Payment by the Authority and UVI**

STANDARD shall, on a monthly basis during the term of the Contract, bill the Authority and UVI for payment of premiums. All premium payments invoiced to the Authority and UVI under the Contract shall be due and payable to STANDARD by the 15<sup>th</sup> day of the month 60 days following the date on which the Authority or UVI, as the case may be, received the subject monthly invoice (the "Instrumentality Premium Due Date").

If the Authority or UVI fails to make any payment by the Instrumentality Premium Due Date, then STANDARD may terminate the Contract with, respect to the Authority or UVI, for non-payment of premium, provided that STANDARD complies with the notice provisions for termination set out in Section 14 of this Contract.

It is agreed that the Government of the Virgin Islands, the Authority and UVI shall each be responsible for paying their respective premiums separate and apart from the responsibility of each other. Failure by one or more of said entities to make timely payments shall not affect the benefits and services to the other entity or entities continuing to make timely payment.

## **3. BENEFITS PLAN**

The benefits provided to all active employees or retired employees shall be as follows:

A. Active Employees employed by Government, UVI, and FHC

1. Basic Life Insurance.

Class 2 – All Active, full time Government Employees

Class 3 – All Active, full time University of Virgin Islands Employees

Class 5 – All Active, full time Frederiksted Health Center employees

The above eligible Classes shall be provided a Flat \$10,000 as a death benefit for all eligible full time employees.

2. Supplemental Life Insurance.

Class 2, 3, 5 - At the eligible employee's timely election and authorization to deduct the proper contribution:

Plan A – 1 times Basic Annual Earnings up to 4 times Basic Annual Earning, rounded to the next higher thousand unless already a multiple thereof, not to exceed \$500,000.

Or

Plan B - Flat Options of:

Option 1 - \$10,000

Option 2 - \$15,000

Option 3 - \$25,000

Option 4 - \$50,000

Option 5 - \$75,000

Option 6 - \$100,000

Option 7 - \$150,000

3. Basic Accidental Death & Dismemberment.

Class 2, 3, 5 – A Flat \$10,000 shall be provided as a Basic AD&D benefit for all eligible full time employees.

4. Supplemental Accidental Death & Dismemberment.

Class 2, 3, 5 - At the eligible employee's timely election and authorization to deduct the proper contribution:

Plan A – 1 times Basic Annual Earnings up to 4 times Basic Annual Earning, rounded to the next higher thousand unless already a multiple thereof, not to exceed \$500,000;

Or

Plan B - Flat Options of:

Option 1 - \$10,000

Option 2 - \$15,000

Option 3 - \$25,000

Option 4 - \$50,000

Option 5 - \$75,000

At the eligible employee's timely election and authorization to deduct the proper contribution to provide supplemental dependent term life insurance in the amounts of:

\$10,000 for each eligible spouse, \$5,000 for each eligible child through age 25.

C. Virgin Islands Port Authority Active Employees

Class I – All active full time Port Authority employees of the ER

1. Basic Life Insurance.

Class I – 1.5 times the employee's annual salary, rounded to the next higher, \$1,000 (with a minimum benefit of \$10,000 shall be paid as a death benefit for all eligible employees, to a maximum benefit of \$100,000.

2. Supplemental Life Insurance.

Class I - At the eligible employee's timely election and authorization to deduct the proper contribution:

Plan A – 1 times Basic Annual Earnings up to 4 times Basic Annual Earning, rounded to the next higher thousand unless already a multiple thereof, not to exceed \$500,000;

Or

Plan B - Flat Options of:

- Option 1 - \$10,000
- Option 2 - \$15,000
- Option 3 - \$25,000
- Option 4 - \$50,000
- Option 5 - \$75,000
- Option 6 - \$100,000
- Option 7 - \$150,000

3. Basic Accidental Death and Dismemberment.

Class I – 1.5 times employee's Basic Annual Earnings, rounded to the next higher \$1,000 (with a minimum benefit of \$10,000) shall be paid as an Accidental Death & Dismemberment benefit for all active employees, to a maximum benefit of \$100,000.

4. Supplemental Accidental Death & Dismemberment.

Class I - At the eligible employee's timely election and authorization to deduct the proper contribution:

**Plan A – 1 times Basic Annual Earnings up to 4 times Basic Annual Earning, rounded to the next higher thousand unless already a multiple thereof, not to exceed \$500,000;**

**Or**

**Plan B - Flat Options of:**

**Option 1 - \$10,000**

**Option 2 - \$15,000**

**Option 3 - \$25,000**

**Option 4 - \$50,000**

**Option 5 - \$75,000**

**Option 6 - \$100,000**

**Option 7 - \$150,000**

**5. Supplemental Dependent Life Insurance.**

**Class 1 - At the eligible employee's timely election and authorization to deduct the proper contribution to provide supplemental dependent term life insurance in the amounts of:**

**\$10,000 for each eligible spouse, \$5,000 for each eligible child (Inforce Plan) through age 25.**

**D. Retired Employees of the University of the Virgin Islands**

**1. Basic Life Insurance.**

**Class 7 – All University of the Virgin Islands retirees who do not participate in GERS**

**Flat \$5,000 shall be provided as a death benefit for all eligible retired employees who retired before this benefit was eliminated**

**2. Supplemental Life Insurance.**

**Class 7 - At the eligible retiree's timely election and authorization to deduct the proper contribution from the retiree's pension check to provide term life insurance:**

**Flat Options\* of:**

**Option 1 - \$10,000**

**Option 2 - \$15,000**

**Option 3 - \$20,000**

**Option 4 - \$25,000**

**Option 5 - \$30,000**

**Option 6 - \$50,000**

**Option 7 - \$75,000**

**Option 8 - \$100,000**

**Option 9 - \$150,000**



\*\$5,000 option is only available to retired Members who were insured for this amount under the Prior Plan on the day before October 1, 2018.

Provided, however, that the eligible retiree cannot elect more than the amount in effect prior to retirement.

3. Supplemental Dependent Life Insurance.  
Class 7 - Dependent Life Insurance.  
At the eligible employee's timely election and authorization to deduct the proper contribution to provide supplemental dependent term life insurance in the amounts of:

\$10,000 for each eligible spouse, \$5,000  
for each eligible child (Inforce Plan) through age 25.

- E. Basic Annual Earnings  
As used in this Contract, Basic Annual Earnings means an employee's annual wage or salary, as reported by the Employer, excluding bonuses, commissions, overtime pay, or extra compensation.
- F. Evidence of Insurability Requirements  
All active employees and retirees of the Employer otherwise eligible for supplemental coverage may be required to satisfy Evidence of Insurability ("EOI") requirements before coverage becomes effective. EOI is required for amounts that exceed the plan's Guaranteed Issue amount. Late applicants or applicants who enroll for coverage more than 31 days after having first been eligible EOI may be required. New hires or newly eligible enrollees do not have to submit EOI during the 31-day period of initial eligibility.

For active employees, EOI is required for increases in supplemental life coverage above one increment, up to the Guaranteed Issue amount. For retirees, all increases in coverage are subject to EOI review.

The Guaranteed Issue amounts for the plans are as follows:

Employees:  
Plan A - 4 times Basic Annual Earnings or \$500,000, whichever is less  
Plan B - \$150,000

Spouse: \$10,000  
Child: \$5,000

After the initial eligibility period, any increase in coverage over one increment for Plan A or B is subject to EOI requirements.

**4. ENROLLMENT**

All active employees and retirees of the Employer who satisfy the eligibility requirements set out in this Contract shall be eligible to enroll for the benefits offered by STANDARD under this Contract.

**5. UNSETTLED CLAIMS**

STANDARD will pay delayed settlement interest in those jurisdiction(s) where applicable laws and regulations require. Upon the final settlement of the claims, STANDARD shall disburse the proceeds and accumulated interest to the beneficiary.

**6. REPORTS**

A. STANDARD shall provide the Employer with the following standard reports on a quarterly basis:

- (1) Individual listing of pending death claims;
- (2) Individual listing of death claims payments;
- (3) Experience Report (premiums v. claims for the applicable period and cumulative to date illustrated separately by line of coverage);
- (4) Individual claims for the applicable period and cumulative to date; and
- (5) Monthly enrollment totals

B. STANDARD shall on a quarterly basis provide the Employer with utilization reports stated separately by:

- (1) Coverage type (Basic Life and Accidental Death and Dismemberment, Supplemental Life and Accidental Death and Dismemberment, and Dependent Spouse and Child)\*;
- (2) Covered entities (Government of the Virgin Islands, UVI, the Authority, and FHC); and
- (3) Coverage class (active employees and retirees)

\* Dependent life claims shall not be separated by coverage type (i.e. spouse v. child).

C. STANDARD shall also on a quarterly basis provide the employer with reports on the reserves for incurred but not yet reported claims (this report shall also be provided on an annual basis)

**7. TOLL FREE CUSTOMER SERVICE NUMBER**

STANDARD shall, during regular business hours, provide toll free telephone customer service.

**8. APPROVAL and CONTRACT EFFECTIVE DATE**

This Agreement is subject to and shall become effective upon the approval of the Governor of the Virgin Islands and the Legislature of the Virgin Islands.

**9. TAXES and LICENSURE**

STANDARD shall maintain the appropriate licenses to conduct business in the Virgin Islands and shall pay all fees and taxes imposed by the Federal and Territorial government agencies, for its operations in the Virgin Islands. STANDARD shall also comply with all local and federal laws and rules and regulations applicable to and pertaining to insurance and insurance transactions the Virgin Islands.

**10. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Employer by persons, firms, associations, or corporations engaged by STANDARD as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Employer liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of STANDARD of whatsoever nature, including but not limited to unemployment insurance and social security taxes for STANDARD, its servants, agents or independent contractors.

**11. ASSIGNMENT**

A. Assignment. STANDARD shall not assign any rights under this Contract without the prior written approval of Employer.

B. Delegation. Nothing set forth herein, however, shall preclude STANDARD from assigning or subcontracting to its subsidiaries and affiliates any of its obligations due and owing to the Employer. Moreover, nothing herein shall preclude STANDARD from assigning or subcontracting any obligations to any entity currently performing services for STANDARD. Any such subcontracting or assignment shall not relieve STANDARD of the ultimate responsibility for the performance of the Agreement.

C. The Employer shall not assign any part of the services under this contract to any instrumentalities or agencies not specifically named in this document without the prior written approval of STANDARD, which approval shall not be unreasonably withheld.

To the extent STANDARD proposes to enter into a subcontracting relationship solely connected to providing group insurance coverage to Employer, we are willing to agree to these terms.

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## **12. INDEMNIFICATION**

STANDARD agrees to indemnify, defend and hold harmless the Employer from and against any and all loss, damage, liability, claims, demands, detriments, cost charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Employer may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by STANDARD, its affiliates, subcontractors or agents under this contract. Notwithstanding the above, STANDARD's duty to indemnify, defend and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of non-employee participating providers who provide services in any network for Employer's Plan hereunder.

## **13. INDEPENDENT CONTRACTOR**

STANDARD shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **14. TERMINATION**

A. This Contract may be terminated only as follows:

1. By mutual agreement of the parties.
2. By the Employer, if it deems that it is in its best interest to do so. The Employer shall give STANDARD THIRTY (30) DAYS written notice of its intent to terminate the Contract under this paragraph. In the event of termination under this paragraph, the STANDARD shall be entitled to premium payments up to and including the date of termination.
3. By STANDARD in the event of a material breach of the Contract by the Employer. For purposes of the paragraph, a material breach is a violation or nonperformance of a Contract term that is substantial and significant or that may give rise to a cause of action against the Employer by STANDARD. Without limiting the foregoing, failure of the Employer to pay premiums shall be deemed to be a material breach of the Contract. STANDARD shall give the Employer written notice of its intention to terminate the Contract pursuant to this paragraph ("Notice of Intent"), which Notice of Intent shall specify the duties and responsibilities that Employer has failed to perform or the reasons that lead STANDARD to the conclusion to terminate. Thereupon, Employer shall have a period of THIRTY (30) DAYS following receipt of said Notice of Intent to cure such failure or failures. If Employer cures such failure or failures in conformance with the requirements of the Contract and within said 30-day period, the Notice of Intent shall be deemed rescinded. If, however, Employer fails to cure such failure or failures within said 30-day period, this Contract shall terminate upon the lapse of the 30-day period, unless

the parties shall otherwise agree in writing. In the event of termination under this paragraph, the STANDARD shall be entitled to premium payments up to and including the date of termination.

- B. Notice of termination shall be given a party by certified mail with return receipt requested, addressed to the other party as provided in Section 30 of this Contract, and shall specify with particularity the nature and date of the termination.
- C. In the event of termination of this Agreement, the Employer has the sole responsibility to notify all employees of the termination.
- D. Notwithstanding anything herein to the contrary, in the event this Contract is terminated, STANDARD shall continue to process claims incurred while the Contract was in effect so long as such claims are filed prior to the termination date of the Contract.

**15. GOVERNING LAW**

A. This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction over any matter or dispute with respect to this Contract is exclusive in the courts, both local and federal, sitting in the U.S. Virgin Islands.

B. STANDARD covenants that it has familiarized itself with the applicable provisions of Title 22, Virgin Islands Code.

Provided, however, the portion of this section regarding venue shall not be interpreted to apply to disputes arising from an adverse benefit determination under STANDARD's group insurance policies.

**16. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**17. AUTHORITY**

Each party warrants and represents that it is authorized to enter into this Agreement, and agrees to be bound by the terms herein. The parties further warrant and represent that

the persons signing on their behalf are representatives of the entity with proper and sufficient authority to bind the entity to the terms of this Agreement.

**18. RETENTION OF RECORDS AND ACCESS BY GOVERNMENT AGENCIES**

STANDARD, including its employees and subcontractors, shall maintain all claim records and supporting documentation books, accounting records and other evidence pertaining to costs expended or incurred under this Contract and make such materials available at their respective offices at all reasonable times, for inspection by authorized officials of the United States Virgin Islands, and concerned Federal agencies. Each subcontract shall include a substantially similar provision containing the conditions of this Section. This documentation described in this Section shall be retained and preserved for a period of SIX (6) years from the date of expiration or termination of this Contract.

In this regard, the documentation resulting from the services under this Contract will be reviewed by the Government and these agencies, and STANDARD will be required to make any corrections required by these agencies as a result of their evaluations, subject to the terms of this Contract. The Government will give Contractor reasonable notice of at least THIRTY (30) workdays for any inspection of documentation as set forth herein.

The Standard will permit the Employer or an agreed-upon, third-party auditor (not a competitor) to perform audits of pertinent books and records. We require audits to be conducted at one of The Standard's primary business locations and be subject to applicable privacy and confidentiality laws and The Standard's internal privacy and confidentiality policies and procedures. Access to claim records requires written authorization from the insured.

Prior to the audit, we will hold a discussion between all parties (client, third-party auditor and The Standard) to determine the desired process, as well as the amount of staff time required. If the third-party auditor anticipates a charge for time based on the audit request, we will discuss these fees and agree to terms prior to any onsite visit.

On fully insured plans, The Standard owns all proprietary business records created in the course of administering the group insurance policy, including, but not limited to, underwriting, sales, and claim files.

The Standard reserves the right to negotiate contract changes. Changes in the group insurance policy are subject to the terms of the policy and The Standard's normal underwriting practices.

**19. RIGHT TO RECOVER**

STANDARD shall be financially responsible for any errors in its claims processing under this Contract arising out of STANDARD's own acts or omission (said errors hereinafter referred to as "STANDARD Claims Errors"). Any STANDARD Claims Errors

shall be reconciled and, as applicable, be credited or paid to the beneficiary or other appropriate under this Contract. STANDARD warrants that unless an STANDARD Claims Error results in financial benefit to Employer in the underwriting and determination of premium rates under this Contract, such Error shall not be a factor in such underwriting and determination of premium rates. STANDARD also warrants that if factoring an STANDARD Claims Error in the underwriting and determination of premium rates under this Contract results in a financial benefit to Employer, it shall factor the Error in such underwriting and determination of premium rates. Further, STANDARD warrants that it shall not, as a result of any STANDARD Claims Error, charge Employer any amount in addition to the agreed upon premium rates.

## **20. EMPLOYER'S RIGHT TO RECEIVE CLAIMS DATA**

All claim records and supporting documentation will be made available to the Employer as needed. Employer has the sole right to determine which records or facts are needed and STANDARD shall provide such records and facts to Employer within THIRTY (30) days of Employer's written request for the information.

On fully insured plans, The Standard owns all proprietary business records created in the course of administering the group insurance policy, including, but not limited to, underwriting, sales, and claim files. Subject to applicable law and The Standard's confidentiality policies and procedures, The Standard may be able to provide copies of records to the Employer for a reasonable charge.

## **21. STANDARD PERSONNEL**

The STANDARD shall commit a cohesive, dedicated, highly trained skilled core team to the management and administration of the Benefit Plan (said team hereinafter referred to as the "Government Plan Management Team"). STANDARD shall also assign an account representative, who shall be a member of said core team, to the Government Plan who shall be available as needed to respond to inquiries from the Board and the Office of Group Health Insurance. STANDARD shall provide employer with the names of the individual constituting the Government Plan Management Team and a brief summary of the qualifications and professional experience of such individual. STANDARD shall advise the Government of any change in the composition of the Government Plan Management Team. During the course of this Contract, Employer reserves the right to require STANDARD to reassign or otherwise remove any individual member of the Government Plan Management Team that the Employer deems unacceptable.

The Standard is willing to discuss staff assignments with the Employer and make changes when appropriate. The Standard reserves the right to make final decisions.

## **22. ACCOUNTING REQUIREMENTS**

With respect to this Contract, STANDARD shall establish and maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The



accounting system shall maintain records pertaining to the Plan described in this Contract and all cost and expenditures associated with this Contract.

**23. INFORMATION, DATA, AND REPRESENTATIONS PROVIDED BY STANDARD TO EMPLOYER**

In the event STANDARD provides information and data to Employer or Subscribers or makes representations relating to insurance plan under this Contract to Employer or Subscribers, STANDARD may not seek reimbursement from Employer or any Subscriber for any loss, financial or otherwise, incurred by STANDARD resulting from any decision or action by Employer or a Subscriber in reliance upon such information, data, or representation. Any such loss shall not in any way be incorporated into or be a factor in determining the charges under the Plan. Employer and Subscribers have no duty to compensate STANDARD for any such loss and STANDARD has no right or entitlement to recoup such loss from Employer or Subscribers. Any claim or charge presented by STANDARD to Employer or a Subscriber that incorporates or includes such loss shall be deemed a false claim under Section 34 of this Contract.

**24. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor. In addition, this Contract is subject to the approval of the Virgin Islands Legislature.

**25. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, national origin or disability.

**26. CONFLICT OF INTEREST**

STANDARD covenants that it is:

- (1) Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
  - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

- (ii) not made, negotiated or influenced this contract, in its official capacity;
- (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

**27. CONTINGENT FEE PROHIBITED**

STANDARD warrants that it has not employed or retained any individual, corporation, partnership or other entity, other than a bona fide employee or agent working for Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any individual, corporation, partnership or other entity, other than a bona fide employee or agent any fee or other consideration contingent on the making of this Contract.

**28. NO CONFLICT OF INTEREST**

During the term of this Contract, unless otherwise agreed to in writing by the Employer, STANDARD and its employees, officers and directors shall not directly or indirectly, accept work, enter into a contract, accept an obligation from any third party, or take any action inconsistent or incompatible with STANDARD's obligations, or the scope of services rendered under this Contract.

**29. ENTIRE AGREEMENT**

It is the intent of the Employer and STANDARD that the terms of this Agreement shall be understood to selectively clarify and expand upon the terms of all documents filed with and approved by the applicable Department of Insurance (the "Filed Documents"). The parties intend that this Agreement be consistent with the Filed Documents and that any inconsistency between this Agreement and the Filed Documents should be reconciled wherever possible (and as permitted by law) so as to give full effect to the terms of both. However, in the event of an irreconcilable conflict between the terms of this Agreement or any attached addenda and the Filed Documents, the terms of the Filed Documents shall govern, to the extent that STANDARD determines, in its sole discretion, that state law or governmental directive requires that the Filed Documents prevail. Otherwise, the terms of this Agreement shall govern the relationship between the parties.

The Filed Documents, as well as this Agreement and the attached addenda, which are incorporated herein by reference, constitute the complete understanding and agreement of the parties. There are no other representations, covenants or understandings other than those included or incorporated herein by reference.

This Agreement shall not be amended, changed or modified except if done in writing and fully executed by the parties. In the event of a conflict between the terms and provisions of this Agreement and any addendum or exhibits attached to this Agreement, the terms and provisions of this Agreement shall prevail. With respect to the Benefit Plan

attached as Addendum 1, any item not explicitly discussed in this document which is discussed in said Addendum shall be controlled by the terms of said Addendum.

Provided the Standard's group insurance policy(ies) are made part of the Agreement, and, in all instances, such policy(ies) shall govern eligibility for insurance and benefits and The Standard's right to re-rate and terminate the group insurance policy(ies).

### **30. NOTICES**

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Employer

Chief, Group Insurance program  
Virgin Islands Division of Personnel  
34-38 Kronprindsens Gade  
GERS Complex, 3rd Floor  
St. Thomas, Virgin Islands 00802

STANDARD

Standard Insurance Company  
Liz Fouts  
VP, Chief Legal Officer & Corporate Secretary  
900 SW Fifth Ave  
Portland, OR 97204

### **31. OTHER PLAN DESIGN/CONTRACTUAL TERMS**

A group insurance policy (the "Group Policy"), which outlines the agreed upon plan provisions, will be issued to the Employer. The Schedule of Benefits in the Group Policy that will be issued to the Employer shall conform to the benefit plan and terms and provisions under and provided for under this Contract and shall be acceptable in form and content to Employer.

### **32. DEBARMENT CERTIFICATION**

By execution of this contract, STANDARD certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. In the event STANDARD or sub-contractor misrepresents its eligibility to receive contract awards using federal funds, STANDARD or sub-contractor agrees that it shall not be entitled to payment for any work performed under this contract or sub-contract and that the contractor or sub-contractor shall promptly reimburse the Employer for any payments heretofore made. If, during the term of this contract, STANDARD shall become ineligible to receive contract awards using federal funds, this contract shall be terminated forthwith for cause and

STANDARD shall not be entitled to payment for any work performed under this contract or sub-contract after the effective date of such ineligibility.

**33. FALSE CLAIMS**

STANDARD warrants that it shall not, with respect to this Agreement, make or present any claim upon or against a subscriber or Employer, knowing such claim to be false, fictitious or fraudulent. STANDARD acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

**34. SEVERABILITY**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

**35. HEADINGS NOT CONTROLLING**

Section headings in this Contract are for convenience only and shall have no binding force or effect and shall not enter into the interpretation of the Contract.

**36. COUNTERPARTS, FACSIMILE, and ELECTRONIC FILING**

This Agreement may be executed in counterparts, each of which shall constitute an original and all or which, when taken together, shall constitute one and the same instrument. The parties agree that documents, including this Agreement, may be transmitted electronically and by facsimile and that executed electronic and facsimile documents, including this Agreement, shall be deemed an original and shall be binding on the party executing said document.

IN WITNESS WHEREOF the parties through their authorized representative set their signatures on the day and year indicated.

Witnesses: **Standard Insurance Company**

Karen Hawks

CrisDee Plambeck  
[NAME] CrisDee Plambeck  
[TITLE] AVP, Product & Strategy Support

Date: 08/21/2023

Witness: **Government of the Virgin Islands Health Insurance Board of Trustees**

CP



Date: 8-30-23

Beverly A. Joseph, Chairperson

Witness:

Virgin Islands Port Authority

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Carlton Dowe, Executive Director

Witness:

University of the Virgin Islands

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
David Hall, Ph.D., President

Virgin Islands Housing Authority

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Robert Graham, CPM

Frederiksted Health Care, Inc.

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Masserae Sprauvc-Webster, Chief Executive Officer

\_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Beverly A. Joseph, Chairperson

Witness:

Virgin Islands Port Authority

J. Holder

Carlton Dowe Date: 9/1/2023  
Carlton Dowe, Executive Director

Witness:

University of the Virgin Islands

\_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
David Hall, Ph.D., President

Virgin Islands Housing Authority

\_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Robert Graham, CPM

Frederiksted Health Care, Inc.

\_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Masserae Sprauve-Webster, Chief Executive Officer

CP

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Beverly A. Joseph, Chairperson

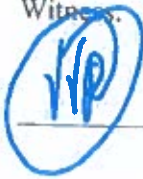
Witness:

Virgin Islands Port Authority

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Carlton Dowe, Executive Director

Witness:



University of the Virgin Islands

David Hall Date: 9/5/2023  
David Hall, Ph.D., President

Virgin Islands Housing Authority

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Robert Graham, CPM

Frederiksted Health Care, Inc.

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Masserae Sprauve-Webster, Chief Executive Officer

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Beverly A. Joseph, Chairperson

Witness:

Virgin Islands Port Authority

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Carlton Dowe, Executive Director

Witness:

University of the Virgin Islands

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
David Hall, Ph.D., President

Virgin Islands Housing Authority



\_\_\_\_\_ Date: 9/5/20  
Robert Graham, CPM

Frederiksted Health Care, Inc.

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Masserae Sprauve-Webster, Chief Executive Officer



\_\_\_\_\_  
Date: \_\_\_\_\_  
Beverly A. Joseph, Chairperson

Witness: Virgin Islands Port Authority

\_\_\_\_\_  
Date: \_\_\_\_\_  
Carlton Dowe, Executive Director

Witness: University of the Virgin Islands

\_\_\_\_\_  
Date: \_\_\_\_\_  
David Hall, Ph.D., President

Virgin Islands Housing Authority

\_\_\_\_\_  
Date: \_\_\_\_\_  
Robert Graham, CPM

Frederiksted Health Care, Inc.

Cherise Russell-Charles  
8/31/23

Massrac Sprauve-Webster Date: 8/31/2023  
Massrac Sprauve-Webster, Chief Executive Officer

CP

**Approved as to Legal Sufficiency  
Department of Justice**

By: *Is/for Stephen Anthony Christy, Esq.*  
Assistant Attorney General

Date: 9/8/23

Approved:

  
Honorable Albert Bryan Jr.  
Governor of the Virgin Islands

Date: 9/14/23

Approved:

Novelle E. Francis, Jr., President  
President, 35<sup>th</sup> Legislature of the  
Virgin Islands

Date: \_\_\_\_\_

**ATTACHMENT 1  
PREMIUM & BILLING RATES**

Basic Life Rate per \$1,000            \$0.110  
 Basic AD&D Rate per \$1,000        \$0.021  
 Basic Retiree Life Rate per \$1,000    \$0.920  
 Voluntary Life Rate per \$1,000        Chart Below

| Age Bracket<br>(Based on Employee<br>Age) | Employee<br>Rate/\$1,000 | Retiree<br>Rate/\$1,000 | Spouse<br>Rate/\$1,000 |
|---|--------------------------|-------------------------|------------------------|
| <20                                       | \$0.040                  | \$0.068                 | \$0.070                |
| 20-24                                     | \$0.040                  | \$0.068                 | \$0.060                |
| 25-29                                     | \$0.051                  | \$0.080                 | \$0.080                |
| 30-34                                     | \$0.060                  | \$0.107                 | \$0.100                |
| 35-39                                     | \$0.070                  | \$0.121                 | \$0.120                |
| 40-44                                     | \$0.084                  | \$0.134                 | \$0.140                |
| 45-49                                     | \$0.112                  | \$0.202                 | \$0.210                |
| 50-54                                     | \$0.179                  | \$0.310                 | \$0.390                |
| 55-59                                     | \$0.309                  | \$0.579                 | \$0.630                |
| 60-64                                     | \$0.544                  | \$0.887                 | \$1.110                |
| 65-69                                     | \$0.860                  | \$1.707                 | \$1.870                |
| 70-74                                     | \$1.117                  | \$2.770                 | \$2.990                |
| 75-79                                     | \$1.117                  | \$3.208                 | \$5.020                |
| 80-84                                     | \$1.439                  | \$4.030                 | \$8.330                |
| 85-89                                     | \$1.439                  | \$5.207                 | \$8.330                |
| 90-99                                     | \$1.439                  | \$6.248                 | \$8.330                |
| 95+                                       | \$1.439                  | \$9.339                 | \$8.330                |
| AD&D (per \$1,000)                        | \$0.025                  |                         |                        |
| Child(ren) (PEPM)                         | \$0.670                  |                         |                        |

CP

**GOVERNMENT OF THE VIRGIN ISLANDS  
OF THE UNITED STATES  
OFFICE OF THE LIEUTENANT GOVERNOR  
Division of Banking, Insurance, and Financial Regulation**

**Certificate of Authority**

This is to certify that in accordance with the Virgin Islands Code, which provides for the regulation of the business of Insurance in the Virgin Islands,

**Standard Insurance Company**

1100 Southwest Sixth Avenue Portland OR 97204

having filed all the documents required by law and having otherwise complied with the applicable insurance laws of the U.S. Virgin Islands is hereby authorized to transact the type(s) of insurance listed below:

Life  
Disability  
Accident  
Annuities

NOW, THEREFORE, I **Tregenza A. Roach Esq.** Lieutenant Governor and Commissioner of Insurance, pursuant to the authority vested in me in Section 209 of the Title 22 Virgin Islands Code, hereby issue this Certificate Of Authority which authorizes said Company to transact the type(s) of insurance set forth above.

This certificate is valid from January 01, 2023 to December 31, 2023. Renewal of this Certificate is required annually upon expiration on the 31st day of December, and it may be suspended or revoked as provided in Section 212 of Title 22 Virgin Islands Code.

Given under the Seal of the Government of the Virgin Islands of the United States, at Charlotte Amalie, St. Thomas.



**TREGENZA A. ROACH ESQ.**  
Lieutenant Governor / Insurance Commissioner





**CERTIFICATE OF INCUMBENCY**

I, Elizabeth A. Fouts, hereby certify that:

1. I am the Corporate Secretary of **Standard Insurance Company** (the “Company”);
2. the Company is a corporation organized under the laws of the state of Oregon;
3. the individual listed below is a duly authorized representative of the Company in the capacity set forth opposite her name;
4. her signature is true and correct as of the date hereof;
5. she has proper corporate power and authority to sign documents on behalf of the Company.

**NAME**

CrisDee Plambeck

**TITLE**

AVP, Product & Business  
Development

**SIGNATURE**

A handwritten signature in black ink that reads 'CrisDee Plambeck'.

IN WITNESS WHEREOF, I have signed this Certificate on this 9th day of June 2022.

A handwritten signature in black ink that reads 'Elizabeth A. Fouts'.

Elizabeth A. Fouts  
Corporate Secretary

1100 SW Sixth Avenue  
Portland, OR 97204  
Tel. 888.937.4783



**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES  
GESC/HEALTH INSURANCE  
BOARD OF TRUSTEES  
P.O. Box 11177  
St. Thomas, Virgin Islands 00801**

August 29, 2023

Honorable Albert Bryan Jr.  
Governor of the Virgin Islands  
Government House  
Nos. 21-22 Kongens Gade  
St. Thomas, VI 00802

**RE: Justification Letter - GESC/Health Insurance Board of Trustees - The Standard Insurance Company Life Insurance effective October 1, 2023**

Dear Governor Bryan:

The Government Employees Service Commission (GESC) Health Insurance Board of Trustees ("Board") acting as the sole body overseeing the operation of the Government employees' health and other benefit plans, has recently secured proposals after completing a Request for Proposals (RFP) for competitive bids as required by statute for insurance services last year which included Medical and Prescription Drug coverage for active employees and retirees, Employee Assistance Program, Dental, Vision, Life and Accidental Death & Dismemberment (AD&D) plans.

We received three proposals this year for Life and Accidental Death & Dismemberment (AD&D) plans. Proposals were received from The Hartford Insurance Company, Metropolitan Life Insurance Company, and The Standard Insurance Company (Incumbent).

The Central Government provides basic life and accidental death & dismemberment coverage to all active employees and retirees. The active employees' benefit is \$10,000 of life insurance coverage and retirees is \$5,000. If an individual passes away because of an accident the benefit is doubled (2x). Also, active employees and retirees can purchase additional life insurance through an additional payroll deduction which is no cost to the Central Government.

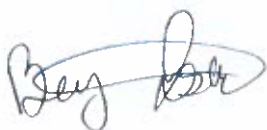
All three proposals matched our existing benefits, and all provided significant savings in premiums. The Board requested best and final offers from Metropolitan Life and The Standard.

| Savings Generated | Initial Response |              | Final Response |              |
|-------------------|------------------|--------------|----------------|--------------|
|                   | Metropolitan     | The Standard | Metropolitan   | The Standard |
| Active Employees  | -35.4%           | -27.6%       | -40.0%         | -44.2%       |
| Retirees          | -40.0%           | -31.0%       | -40.0%         | -49.7%       |

The Standard Insurance Company prevailed as the most competitive responder. The Government will save approximately (\$75,000) for the active employees and will save approximately (\$328,000) for a total savings of (\$403,000). In addition to the savings, The Standard is guaranteeing the rates for three years through September 30, 2026, and providing a 10% rate cap for year four and year five of the contract. Premium rates for the additional life insurance will remain the same as they are currently and will receive the same rate guarantees as mentioned above.

The Board believes it was able to obtain the overall lowest cost for employees and retirees, while maintaining a viable benefit offering.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beverly A. Joseph".

Beverly A. Joseph  
Chairperson, GESC/Health Insurance Board of Trustees

pc: GESC Health Insurance Board Members  
Cindy Richardson, Director of Personnel  
Valerie Clarke-Daley, Chief, Group Health Insurance  
Ian S.A. Clement, Assistant Attorney General, Solicitor General Division  
Gehring Group Consultant

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**Government of The Virgin Islands of the United States  
Central Government & GERS Group Health Projected Budget  
Fiscal Year: October 1, 2023 - September 30, 2024**



| Plan   | Coverage Type      | Enrollment | 2022-2023 Estimated FY |                | 2022-2023 Estimated FY |                | 2023-2024 Projected FY |                | 2023-2024 Projected FY |  |
|--|--------------------|------------|------------------------|----------------|------------------------|----------------|------------------------|----------------|------------------------|--|
|  |                    |            | Total Premium          | Employer Share | Employee Share         | Total Premium  | Employer Share         | Employee Share |                        |  |
| Medical  | Employee           | 3,307      | \$ 38,214,898          | \$ 27,896,876  | \$ 10,318,023          | \$ 38,214,898  | \$ 27,896,876          | \$ 10,318,023  |                        |  |
|  | Family             | 3,755      | \$ 75,873,830          | \$ 55,387,896  | \$ 20,485,934          | \$ 75,873,830  | \$ 55,387,896          | \$ 20,485,934  |                        |  |
| Dental   | Employee           | 3,307      | \$ 786,537             | \$ 589,903     | \$ 196,634             | \$ 786,537     | \$ 589,903             | \$ 196,634     |                        |  |
|  | Family             | 3,722      | \$ 2,258,212           | \$ 1,693,659   | \$ 564,553             | \$ 2,258,212   | \$ 1,693,659           | \$ 564,553     |                        |  |
| Life   | Basic              | 7,848      | \$ 170,459             | \$ 170,459     | \$ -                   | \$ 95,118      | \$ 95,118              | \$ -           |                        |  |
|  | Voluntary          | 5,827      | \$ 2,123,357           | \$ -           | \$ 2,123,357           | \$ 2,123,357   | \$ -                   | \$ 2,123,357   |                        |  |
|  | Spouse             | 1,198      | \$ 115,473             | \$ -           | \$ 115,473             | \$ 115,473     | \$ -                   | \$ 115,473     |                        |  |
|  | Child(ren)         | 2,610      | \$ 20,984              | \$ -           | \$ 20,984              | \$ 20,984      | \$ -                   | \$ 20,984      |                        |  |
| Vision   | Employee           | 5,154      | \$ 244,918             | \$ -           | \$ 244,918             | \$ 244,918     | \$ -                   | \$ 244,918     |                        |  |
|  | Family             | 3,721      | \$ 466,167             | \$ -           | \$ 466,167             | \$ 466,167     | \$ -                   | \$ 466,167     |                        |  |
| <b>TOTAL - Active Employees</b>                |                    |            | \$ 120,274,835         | \$ 85,738,792  | \$ 34,536,043          | \$ 120,199,495 | \$ 85,663,451          | \$ 34,536,043  |                        |  |
|  |                    |            |                        |                |                        | \$ (75,341)    | \$ (75,341)            | \$ -           |                        |  |
|  |                    |            |                        |                |                        | -0.1%          | -0.1%                  | 0.0%           |                        |  |
| <b>Retirees</b>                                |                    |            |                        |                |                        |                |                        |                |                        |  |
| Under 65 Medical                               | Retiree            | 773        | \$ 11,581,272          | \$ 8,454,328   | \$ 3,126,943           | \$ 11,581,272  | \$ 8,454,328           | \$ 3,126,943   |                        |  |
|  | Retiree Dependents | 374        | \$ 5,603,358           | \$ 4,090,451   | \$ 1,512,907           | \$ 5,603,358   | \$ 4,090,451           | \$ 1,512,907   |                        |  |
| Over 65 Medical                                | Family             | 577        | \$ 15,450,768          | \$ 11,279,060  | \$ 4,171,707           | \$ 15,450,768  | \$ 11,279,060          | \$ 4,171,707   |                        |  |
|  | Medicare Advantage | 6,513      | \$ 19,557,757          | \$ 12,908,120  | \$ 6,649,638           | \$ 19,557,757  | \$ 12,908,120          | \$ 6,649,638   |                        |  |
| Dental   | Retiree            | 4,874      | \$ 1,159,198           | \$ 869,399     | \$ 289,800             | \$ 1,159,198   | \$ 869,399             | \$ 289,800     |                        |  |
|  | Family             | 1,900      | \$ 1,152,595           | \$ 864,446     | \$ 288,149             | \$ 1,152,595   | \$ 864,446             | \$ 288,149     |                        |  |
| Life   | Basic              | 8,242      | \$ 659,195             | \$ 659,195     | \$ -                   | \$ 331,328     | \$ 331,328             | \$ -           |                        |  |
|  | Voluntary          | 6,466      | \$ 7,017,974           | \$ -           | \$ 7,017,974           | \$ 7,017,974   | \$ -                   | \$ 7,017,974   |                        |  |
|  | Spouse             | 1,428      | \$ 563,825             | \$ -           | \$ 563,825             | \$ 563,825     | \$ -                   | \$ 563,825     |                        |  |
|  | Child(ren)         | 485        | \$ 3,899               | \$ -           | \$ 3,899               | \$ 3,899       | \$ -                   | \$ 3,899       |                        |  |
| Vision   | Retiree            | 1,061      | \$ 50,419              | \$ -           | \$ 50,419              | \$ 50,419      | \$ -                   | \$ 50,419      |                        |  |
|  | Family             | 346        | \$ 43,347              | \$ -           | \$ 43,347              | \$ 43,347      | \$ -                   | \$ 43,347      |                        |  |
| <b>TOTAL - Retirees</b>                        |                    |            | \$ 62,843,606          | \$ 39,124,999  | \$ 23,718,607          | \$ 62,515,739  | \$ 38,797,133          | \$ 23,718,607  |                        |  |
|  |                    |            |                        |                |                        | \$ (327,867)   | \$ (327,867)           | \$ -           |                        |  |
|  |                    |            |                        |                |                        | -0.5%          | -0.8%                  | 0.0%           |                        |  |
| <b>TOTAL - Active Employees &amp; Retirees</b> |                    |            | \$ 183,118,442         | \$ 124,863,791 | \$ 58,254,650          | \$ 182,715,234 | \$ 124,460,584         | \$ 58,254,650  |                        |  |
|  |                    |            |                        |                |                        | \$ (403,208)   | \$ (403,208)           | \$ -           |                        |  |
|  |                    |            |                        |                |                        | -0.2%          | -0.3%                  | 0.0%           |                        |  |

**Notes:**

- A. Projected Budget assumes Actual Premium Rates Negotiated in GESC RFP No. 2023-01.
- B. Over 65 Medical is 9-months of the fiscal year (effective January 1, 2024).
- 1. Estimated FY Total Premium may vary based upon actual enrollment for the remainder of current Fiscal Year & proposed Fiscal Year.
- 2. Costs account for Senate funded subsidies of member contributions for FY2019-2020; FY2020-2021; FY2021-2022; & FY2022-2023.



AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
STANDARD INSURANCE COMPANY

ARTICLE 1

The name of the Corporation is Standard Insurance Company.

ARTICLE 2

- (1) The purpose of the Corporation is to engage in the business of insurance, including the making, writing and selling of any and all types and kinds of insurance and reinsurance (including annuities) covering human life or human health or otherwise having life contingencies to the extent permitted and authorized under the insurance laws of Oregon.
- (2) To accomplish its purpose, the Corporation shall have all of the rights, powers and privileges granted to and possessed by: (a) insurance companies authorized to make, write and sell insurance and reinsurance (including annuities), covering human life or human health, or otherwise having life contingencies to the extent permitted under the laws of Oregon; (b) corporations generally under the laws of Oregon to the extent that they do not conflict with any limitations, restrictions or prohibitions of the insurance laws of Oregon; and (c) insurance companies authorized to make, write and sell insurance and reinsurance (including annuities) covering human life, human health or otherwise having life contingencies and corporations generally under the laws of other States and Territories of the United States and of foreign countries in which it engages in the business of insurance or otherwise is doing business to the extent that such laws

are applicable and do not conflict with the insurance and corporate laws of Oregon, or the corporate laws of said other States, Territories or counties do not conflict with the insurance laws therein.

#### ARTICLE 3

The Corporation is authorized to issue 1,000 shares of Common Stock.

#### ARTICLE 4

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for conduct as a director, provided that this Article shall not eliminate the liability of a director for any act or omission for which such elimination of liability is not permitted under the Oregon Business Corporation Act. No amendment to the Oregon Business Corporation Act that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of a director for any act or omission which occurs prior to the effective date of the amendment.

#### ARTICLE 5

The Corporation may indemnify to the fullest extent permitted by law any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation) by reason of the fact that the person is or was a director, officer or employee of the corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a director, officer or employee, or as a fiduciary of an employee benefit plan, of another corporation, partnership,

joint venture, trust or other enterprise. This Article shall not be deemed exclusive of any other provisions for indemnification of directors, officers and fiduciaries that may be included in any statute, bylaw, agreement, resolution of shareholders or directors or otherwise, both as to action in any official capacity and action in another capacity while holding office.

Executed: April 14, 1999

  
\_\_\_\_\_  
J. Gregory Ness  
Vice President and Corporate Secretary

Option 6 - \$100,000  
Option 7 - \$150,000

5. Supplemental Dependent Life Insurance.  
Class 2, 3, 5 - At the eligible employee's timely election and authorization to deduct the proper contribution to provide supplemental dependent term life insurance in the amounts of:

\$10,000 for each eligible spouse, \$5,000 for each eligible child through age 25.

B. Retired Employees of the Government

1. Basic Life Insurance.

Class 6 - All Government retirees of the ER

Flat \$5,000 shall be provided as a death benefit for all eligible retired employees

2. Supplemental Life Insurance.

Class 6 - At the eligible retiree's timely election and authorization to deduct the proper contribution from the retiree's pension check to provide term life insurance:

Flat Options\* of:  
Option 1 - \$10,000  
Option 2 - \$15,000  
Option 3 - \$20,000  
Option 4 - \$25,000  
Option 5 - \$30,000  
Option 6 - \$50,000  
Option 7 - \$75,000  
Option 8 - \$100,000  
Option 9 - \$150,000

\*\$5,000 option is only available to retired Members who were insured for this amount under the Prior Plan on the day before October 1, 2018.

Provided, however, that the eligible retiree cannot elect more than the amount in effect prior to retirement.

3. Supplemental Dependent Life Insurance.  
Class 6 - Dependent Life Insurance.