


<b>Purchase Change Request</b>			 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			<b>Order #</b> MU20ATHINS		
FY 26	Buyer LL	Date 06/16/2024	Account Various	P.O. Date 7/31/2019	Contract MU20ATHINS			
<b>Document</b> <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase <input type="checkbox"/> Agreement				<b>Document Action</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Cancellation  <input checked="" type="checkbox"/> Increase/Decrease  <input type="checkbox"/> Unused Balance  <input type="checkbox"/> Freight  <input checked="" type="checkbox"/> Renewal  <input type="checkbox"/> Extension Error           </div> <div> <input type="checkbox"/> Error in Total Amount  <input type="checkbox"/> Change of Account  <input type="checkbox"/> Change of Vendor Name/Address  <input checked="" type="checkbox"/> Other           </div> </div>				
Vendor Name, Address, Phone #, etc.			Vendor Code 56-1623293		BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100			
McGriff Insurance Services Inc 3605 Glenwood Avenue, Suite 201 Raleigh, NC 27612								
Ph# 864-380-9583			Fax Gail.Gray@McGriff.com		FEIN# 56-1623293			
Item#	Quantity	Description of Change			Unit Price	Extended Price		
		<p style="text-align: center;"><b>Change Order # 6</b></p> <p>To extend contract MU20ATHINS all in accordance with the terms, conditions, and specifications contained in the original contract, all authorized change orders, and the information provided on Page 3.</p> <p style="text-align: center;">Intercollegiate Athletic Accident Insurance</p> <p>1. To issue an extension to prepare, publicize and award a solicitation for broker services and to align the contract with the fiscal year.            2. To increase the contract pricing.</p> <p>Effective Date(s): August 1, 2025 to July 31, 2026            Renewals Remaining: 0 (Emergency Extension)</p> <p>Vendor Contact: Gail Gray: Gail.Gray@McGriff.com</p>						
Reason for Change: 1. To issue an extension to prepare, publicize and award a solicitation for broker services and to align the contract with the fiscal year. 2. To increase the contract pricing.					Previous Total	\$ Open-End		
					Increase	\$		
					Decrease	\$		
					New Total	\$ Open-End		

Approved: Michelle McKeeler June 19, 2025  
 Authorized Signature Date

N/A  
 Attorney General **if** required Date



Office of Purchasing

## MEMORANDUM

**TO:** Leeann Lemon, Contract Specialist  
Office of Purchasing

**FROM:** Michelle Wheeler, CPO, Director  
Office of Purchasing

**DATE:** June 19, 2025

**SUBJECT:** Approval of Emergency Extension  
MU20ATHINS

As the Chief Procurement, emergency approval to extend this contract for (10) ten months is granted per the Office of Purchasing Handbook. You have my approval to proceed with processing the change order due to the following circumstances:

- 1) After working through and drafting a bid for insurance services, which included expansion of the insurance needed, the solicitation team determined that a solicitation for broker services was the most appropriate course of action. This is due to the expanding the scope of the solicitation and the complexity of the insurance coverage needed.
- 2) The additional ten (10) months will allow time to prepare, publicize and award a solicitation for broker services,
- 3) Further, the ten (10) month extension also allows the University to align the contract and insurance coverage period with the institution's fiscal year.
- 4) The organizational priority and implementation of Marshall Marketplace, the new e-procurement system.

As the Chief Procurement, emergency approval for the purchase is granted and approved per the Office of Purchasing Handbook.

**ICS & CAT ACCIDENT INSURANCE CONFIRMATION**

*Please initial the coverage(s) selected and Sign and Date below.*

<b>ICS ATHLETIC ACCIDENT PLAN Partially Self-Insured (SIR PLAN)</b>	
<b>TPA:</b>	BMI
<b>CARRIER:</b>	THE HARTFORD
<b>Aggregate Deductible:</b>	<b>\$875,000</b>
<b>Stop Loss Premium:</b>	<b>\$59,814</b>
<b>Admin Fee:</b>	<b>\$50,000</b>
<b>TOTAL FIXED COSTS:</b>	<b>\$109,814</b>
<b>Fund 1 of 2 AGG. DED:</b>	<b>\$437,500</b>
<b>Fund 2 of 2 AGG. DED:</b>	<b>\$437,500</b>
<b>TOTAL DUE 8/1/25:</b>	<b>\$547,314</b>
<b>MAX ANNUAL EXPOSURE:</b>	<b>\$984,814</b>
<b>INITIAL TO BIND:</b>	

Due 8/1/25

Due 8/1/25

Due 2/1/26 or As Needed

<b>CATASTROPHIC PLAN</b>	<b>RENEWAL</b>
	<b>8/1/25 - 6/30/26</b>
<b>CARRIER</b>	USFire/BMI
<b>CAT PREMIUM</b>	<b>\$1,600.00</b>
<b>INITIAL TO BIND:</b>	


**Acceptance:**

This Proposal of Insurance is to be used only as an overview of each policy referenced and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

Insurance policies contain terms, conditions, limitations, and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage is as requested. This Proposal does not include every term, condition, limitation, and exclusion provided within the referenced policies.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

This shall serve as official notice that it is our intention to accept this proposal for basic athletic accident insurance in accordance with the provisions stated above. I further certify that I have verified the activities listed in the sports census and accept that changes to that list may result in additional premium due.

  
Signature

June 19, 2024  
Date

**Email Signed Form to Gail.Gray@McGriff.com**

The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

ICS ATHLETIC ACCIDENT BENEFIT SUMMARY

Schedule of Benefits  
Intercollegiate Sports Accident Insurance

Covered Persons & Activities	
Coverage for all student-athletes, student-coaches, and student-managers of the Policyholder, while participating in organized and supervised play and practice for an Intercollegiate team of which he/she is a registered member, including supervised travel to and from such play and practice. Coverage includes Guest/Recruits and Prospective Student-Athletes. Coverage includes participants of the Cheerleading and Dance/Drill Teams as well as the Mascot as listed on the RFP Census.	
Plan Maximum (Accident Medical Expense – AME)	\$90,000 per injury Maximum
Deductible	\$0 Deductible per Injury
Coinsurance	100% after the deductible, Full Excess
Benefit Period	104 weeks from the date of the covered accident
<b>First Medical Treatment (includes treatment provided by Student Health Services or an Athletic Trainer)</b>	<b>Within 180 days of the injury to trigger the claim to be eligible under this policy</b>
Accidental Death and Dismemberment (AD&D)	\$25,000
AD&D Aggregate Limit of Indemnity	\$5,000,000
Accidental Dental Benefit	Same as Medical Maximum
Expanded Medical Coverage, Recurring Injuries	Yes, Included
HMO/PPO Denial Coverage	Yes, Included
Pre-existing Condition Coverage	Yes, Included
Cardiovascular accident, heat exhaustion, stroke or other traumatic events caused by exertion (H&C Benefit)	Yes, Included
Outpatient Physical Therapy	Yes, Included
Durable Medical Equipment	Yes, Included
Prescription Drug Benefit	Yes, Included
Off Season Conditioning	Yes, if school sponsored and supervised
Air/Ground Ambulance Benefit	Yes, Included. Air ambulance must be medically necessary
Guest/Recruit Benefit	Yes, included for Division I Universities
Approved Experimental Treatments	Yes, when approved by the University and BMI

**NOTE:** The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.



ICS ATHLETIC ACCIDENT PREMIUM & CLAIMS ANALYSIS

PREMIUM & CLAIMS ANALYSIS						
PLAN YEAR	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	CURRENT 8.1.24 - 7.31.25	RENEWAL 8/1/25 - 6/30/26
CARRIER/TPA	AIG/BMI	AIG/BMI	AIG/BMI	AIG/BMI	HARTFORD/BMI	HARTFORD/BMI
Aggregate Deductible	\$ 565,000	\$ 725,000	\$ 825,000	\$ 900,000	\$ 915,000	\$ 875,000
Stop Loss Premium	\$ 62,610	\$ 69,471	\$ 73,000	\$ 73,000	\$ 73,000	\$ 59,814
Admin Fee	\$ 46,000	\$ 46,000	\$ 46,000	\$ 48,000	\$ 50,000	\$ 50,000
WORST-CASE MAX	\$ 673,610	\$ 840,471	\$ 944,000	\$ 1,021,000	\$ 1,038,000	\$ 984,814
Claims Paid As Of 5.1.25	\$567,871.09	\$569,765.16	\$827,669.26	\$685,635.06	\$205,690.27	TBD
Loss Ratio	100.51%	78.59%	100.32%	76.18%	22.48%	TBD

CLAIMS PAID					
PLAN YEAR	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025
CLAIMS (as of)					
05.01.21	\$364,354.82				
05.01.22	\$564,151.71	\$251,257.75			
05.01.23	\$563,546.14	\$510,494.41	\$399,041.75		
05.01.24	\$563,546.14	\$561,187.26	\$819,314.60	\$264,093.72	
05.01.25	\$567,871.09	\$569,765.16	\$827,669.26	\$685,635.06	\$205,690.27

INSURED STOP LOSS CLAIMS PAID					
PLAN YEAR	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025
5/1/2022	\$251,672.67	\$0.00			
5/1/2023	\$296,195.49	\$0.00	\$0.00		
5/1/2024	\$319,341.66	\$0.00	\$0.00	\$0.00	\$0.00
5/1/2025	\$320,042.16	\$0.00	\$89,166.87	\$0.00	\$0.00

CLAIMS FUND HISTORY					
PLAN YEAR	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025
AGGREGATE DEDUCTIBLE/AP	\$565,000	\$725,000	\$825,000	\$900,000	\$915,000
Funding - 9/25/19					
Funding - 4/29/20					
Funding - 6/10/20					
Funding - 6/18/20					
Funding - 11/5/20	\$ 282,500				
Funding - 12/23/20	\$ 20,000				
Funding - 4/22/21	\$ 150,000				
Funding - 7/14/21	\$ 132,500				
Funding - 10/29/21		\$362,500			
Funding - 3/8/22		\$100,000			
Funding - 7/11/22		\$262,500			
Funding - 10/28/22			\$412,500		
Funding - 10/6/23			\$412,500		
Funding - 10/6/23				\$450,000	
Funding - 7/1/2024					\$290,000
Funding - 11/4/2024					\$457,500
Total Amount Funded:	\$ 585,000	\$ 725,000	\$ 825,000	\$ 450,000	\$ 747,500
Claims Fund Balance as of 05.13.2025: \$424,018.48					

Diff. b/t Funding and AP	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025
	\$ (20,000)	\$ 20,000	\$ -	\$ -	\$ (450,000)	\$ (167,500)

**CATASTROPHIC INSURANCE ANALYSIS****RENEWAL: 8/1****CATASTROPHIC COVERED SPORTS**

SPORT	WOMEN	MEN
Cheerleaders	X	X
Dance / Drill Team	X	X
Pom	X	X
Mascots	X	X
Band Members	X	X
Student Managers	X	X
Student Coaches	X	X
Student Trainers	X	X

**ELIGIBILITY**

**Class 1:** All enrolled members of the cheerleading and dance teams/groups, as well as student managers, student trainers and coaches of the Policyholder.

**Class 2:** All visiting prospective student athletes participating in an organized visitation arranged by the Policyholder.

**COVERAGE**

Coverage is in effect during school-sponsored events and activities, that are not covered by the NCAA Catastrophic plan as NCAA sanctioned events.

**CATASTROPHIC PREMIUM & CLAIMS HISTORY**

					CURRENT	RENEWAL
PLAN YEAR	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	8.1.24 - 7.31.25	8/1/25 - 6/30/26
CARRIER	USFire/BMI	USFire/BMI	USFire/BMI	USFire/BMI	USFire/BMI	USFire/BMI
CAT PREMIUM	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
ICS PAID CLAIMS As Of 05.01.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TBD
Claims To Premium Loss Ratio	0.00%	0.00%	0.00%	0.00%	0.00%	TBD

*The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.*

Office of Purchasing

Emergency Extension

June 17, 2025

**VIA ELECTRONIC MAIL ONLY: dnunnery@mcgriff.com and Gail.Gray@McGriff.com**

Mr. Dan Nunnery  
Ms. Gail Gray  
McGriff Insurance Services Inc.  
3605 Glenwood Avenue, Suite 201  
Raleigh, NC 27612

**Re: Emergency Extension for MU20ATHINS**

Dear Dan and Gail,

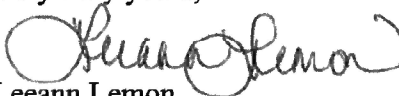
The above referenced contract expires on July 31, 2025. There is a provision for an extension/renewal upon written mutual agreement of the parties. Please note this is a ten (10) month extension to allow time for publicizing and awarding a solicitation for broker services.

Please annotate at the bottom of this letter, with your signature and date, if you agree to an emergency extension/renewal of the contract **MU20ATHINS**, effective August 1, 2025, through June 30, 2025, under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter via email at your earliest convenience.

If you have any questions, please feel free to contact me at [lemonl@marshall.edu](mailto:lemonl@marshall.edu).

Very truly yours,

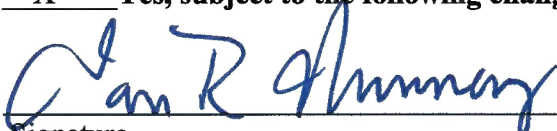
  
Leeann Lemon  
Contract Specialist

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I agree to the current McGriff Insurance Services Inc./ MU20ATHINS, for an additional ten (10) month period under the same terms and conditions as the original contract.

\_\_\_\_\_ Yes \_\_\_\_\_ No

X Yes, subject to the following changes indicated below or in the attached letter. (ATTACHED)

  
Signature

6/18/2025  
Date

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

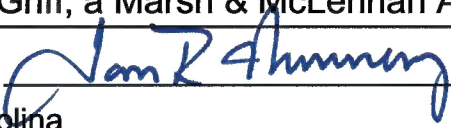
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers'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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: McGriff, a Marsh & McLennan Agency LLC Company

Authorized Signature: 

Date: 6/18/2025

State of South Carolina

County of Greenville, to-wit:

Taken, subscribed, and sworn to before me this 18<sup>th</sup> day of June, 2025.

My Commission expires July 5, 2026.

AFFIX SEAL HERE

NOTARY PUBLIC 



# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: McGriff Address: 5130 Parkway Plaza Blvd.  
Charlotte, NC 28217-1964

Name of Authorized Agent: Dan Nunnery Address: 47 Airpark Court, Greenville, SC 29607

Contract Number: MU20ATHINS Contract Description: Intercollegiate Athletic Accident Insurance

Governmental agency awarding contract: Marshall University

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

☐ Check here if none, otherwise list entity/individual names below.

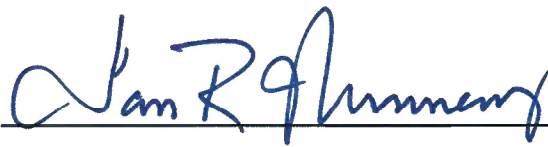
CLAIMS ADMINISTRATOR: Bob McCloskey Insurance/BMI Benefits  
INSURANCE CARRIER: The Hartford

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☐ Check here if none, otherwise list entity/individual names below. N/A

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☒ Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: 6/18/2025

**Notary Verification**

State of South Carolina, County of Greenville:

I, Kimberly Perry, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18<sup>th</sup> day of June, 2025.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Vendor/Customer

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000132479	MCGRIFF INSURANCE SERVICES LLC		Active	Inactive	

From 1 to 1 of 1    First Prev Next Last    [Attachments](#)

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▼ General Info

Vendor/Customer : VC0000132479

Legal Name : MCGRIFF INSURANCE SER

Alias/DBA :

Vendor Active Status : Active

Vendor Approval Status : Complete

Customer Active Status : Inactive

Customer Approval Status : Incomplete

Location Name :

First Name :

Middle Name :

Last Name :

Company Name : MCGRIFF INSURANCE SER

Previous Name :

Previous Street :

Previous City :

Previous State/Province :

Previous Country :

Restrict Use by Department : ☐

Miscellaneous Account : ☐

Internal Account : ☐

Third Party Only : ☐

Third Party Vendor : ☐

Third Party Customer : ☐

Inventory Customer : ☐

Healthcare Provider : ☐

Never Archive : ☐

Restrict VSS Access : No

Discontinue - No New Business : ☐

Prevent MA Reference : ☐

PunchOut Enabled : ☐

Re-PunchOut Enabled : ☐

Electronic Order Enabled : ☐

W-9 Received : ☐

W-9 Received Date :

W-8 Received : ☐

W-8 Received Date :

Accepts Credit Cards : ☐

Active From : 08/18/2023

Active To :

Last Usage Date : 04/20/2025

Department :

Unit :

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt : ☐

Registration Application Date :

Registration Effective Date :

Registration Expiration Date :

Pre-Registration Code :

Tax Clearance : ☐

Unemployment Insurance : ☐

Worker's Compensation : ☐

Secretary of State Registration : ☐

Federal Debarred : ☐

▶ Executive Compensation

▶ Additional Information

▶ Travel

▶ Change Management

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