

ORIGINAL

AL OF EMPLOYEE BENEFITS



**RFP 5953 Z1
Life Insurance Plan**

**December 12, 2018
2:00 p.m. CT**

ORIGINAL

**State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508**

Presented to:

State of Nebraska



**THE
HARTFORD**

Business Insurance

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December 12, 2018

Re: Request for Proposal for State of Nebraska

Dear Teresa Fleming:

Thank you for considering The Hartford¹ as the Life and AD&D carrier of choice for State of Nebraska. If we win the opportunity to continue to service your life coverage and you select another disability carrier – your transition to The Hartford platform will be 8/1/20. If you choose to accept The Hartford disability proposal along with the life coverage, your transition to The Hartford will be 7/1/19. As the second largest group life and disability insurer in the market, we are committed to doing the right things, the right way for our customers.

It is our mission to provide an unparalleled standard of Group Benefits experience for you, at every touch point to help you attract and retain valuable employees. We welcome the opportunity to continue to provide the best solution to meet your Life and AD&D benefit needs.

We offer flexible and customized benefit plans to suit your business objectives and the compassionate care your employees should expect from their benefits provider. Our knowledgeable claim professionals can assist employees through every step of the claim process when they experience a disabling event or loss of a loved one.

The State and your employees will be provided with:

- Empathetic Life Claim Analysts and proven quick turnaround of Life claims payments at a time when it is most needed.
- An industry-unique Life value-added package at no additional cost that offers professional assistance in negotiating funeral-related costs, will preparation services, estate planning, emergency travel assistance, and grief counseling after the loss of a loved one.

We acknowledge receipt of Addendum 1, dated November 19, 2018, Addendum 2, dated November 20, 2018, Addendum 3, dated November 20, 2018 and Addendum 4, dated November 28, 2018.

We realize you have a choice in carriers when providing these important benefits to your customers, and we thank you for considering The Hartford. We look forward to hearing the results of your review.

Sincerely,

Tracy Smith

Tracy Smith
Client Relationship Manager



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¹ The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Home office is Hartford, CT.

This letter includes one or more products, which are issued on the following forms: Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accidental Death and Dismemberment Form Series includes GBD-1000 and GBD-1300, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life Form Series includes GBD-1000, GBD-1100 or state equivalent. Hospital Indemnity Form Series includes GBD-2800, GBD-2900, or state equivalent. Blanket Accident Form Series includes BTA-1000, BTA-1300, BSR-1000, BSR-1200 or state equivalent.

All insurance benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.
7094 NS 05/18

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

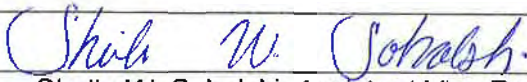
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Hartford Life and Accident Insurance Company
COMPLETE ADDRESS:	One Hartford Plaza, Hartford, CT 06155
TELEPHONE NUMBER:	402-950-9502
FAX NUMBER:	855-604-4392
DATE:	December 11, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Sheila W. Sokolski, Assistant Vice President

CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. **BIDDER IDENTIFICATION AND INFORMATION**

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Hartford Life and Accident Insurance Company is headquartered at One Hartford Plaza, Hartford, CT 06155 and was incorporated on February 14, 1967. We are organized under the laws of the state of Connecticut and are a 100% privately-owned corporation by Hartford Holdings, Inc., which is wholly-owned by The Hartford Financial Services Group, Inc. We conduct business and provide insurance products, and related insurance and non-insurance services, in all 50 states. Neither the name nor form of our organization has changed since first organized.

b. **FINANCIAL STATEMENTS**

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Financial Statements

The Hartford's¹ Financial Results and Annual Report are available at <http://ir.thehartford.com/phoenix.zhtml?c=108754&p=proxy>.

Disclosures in these reports speak only as of the dates filed, and The Hartford undertakes no duty to update these disclosures.

Litigation

Specific information related to such lawsuits or complaints is generally treated as confidential, including the specific disposition of such matters. Material information relating to such lawsuits or complaints is disclosed in The Hartford's most recent SEC Form 10Q or 8-k filings, copies of which can be obtained at: <http://ir.thehartford.com/phoenix.zhtml?c=108754&p=quarterlyearnings>

Credit Checks

We agree that State of Nebraska may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

¹The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Home office is Hartford, CT.

All insurance benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

c. **CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

To the best of our knowledge and belief, there is nothing that will impact the delivery of services. As a public company, The Hartford cannot comment on anticipated transactions such as mergers or acquisitions.

d. **OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Account Service

Tracy Smith, your current Client Relationship Manager, will continue to service your account locally out of Omaha, NE.

Claim Center

The primary Life claim center is located in Windsor, CT. This team is supported by additional Life Claim Analysts associated with our Claim Centers in Sacramento, CA, Minneapolis, MN and Florida North.

e. **RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

The Hartford is privileged to be State of Nebraska's incumbent Life carrier since July 2013. Our current contract number is 55660 OA. We value the long-standing relationship we have had with you, and are excited about the opportunity to provide additional solutions that will enhance your long-term strategy. We are confident that we can continue to help you achieve both short- and long-term goals.

f. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee of the State within the past two (2) years, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No employee relations to State of Nebraska exist.

g. **CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

As a large company, we have incurred obligations for many contracts and it is difficult to determine if we have ever been determined to have had a contract terminated for default. However, to the best of our ability, we are not aware of any contract being terminated for default as determined by a court of competent jurisdiction.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

As a courtesy to employers willing to act as references for us, we request State of Nebraska provide the Client Relationship Manager with the names of the individual(s) who will call for references and the approximate date and time they will be calling. The Hartford currently provides services for the following customers:

Active Client 1: State of Arizona	
Client Relationship Manager	Courtney Capek
Phone Number	480-824-5017
Email	courtney.capek@thehartford.com
Group Contact	Matthew DeLeon
Title	Plan Administrator
Phone Number	602-542-4320
Email	matthew.deleon@azdoa.gov

State of Arizona has been a client of The Hartford since October 1, 2009. We provide Life, AD&D, STD, and LTD services and coverage for their 63,993 employees. The Hartford does not typically use any subcontractors.

Active Client 2: Dekalb County Board of Commissioners	
Client Relationship Manager	Ellie Roberts
Phone Number	678-566-4369
Email	ellie.roberts@thehartford.com
Group Contact	Larry Jacobs
Title	Assistant Director Risk Management
Phone Number	404-321-2050
Email	ljacobs@dekalbcountyga.gov

Dekalb County Board of Commissioners has been a client of The Hartford since November 1, 2009. We provide Life services and coverage for their 10,700 employees. The Hartford does not typically use any subcontractors.

Active Client 3: Engility Corp.	
Client Relationship Manager	Judith Eckhardt
Phone Number	973-607-5055
Email	judith.eckhardt@thehartford.com
Group Contact	John Oktavec
Title	Human Resources, Leave Administration
Phone Number	703-984-4876
Email	john.oktavec@engility.com

Engility Corp. has been a client of The Hartford since January 1, 2013. We provide Life, STD, and LTD services and coverage for their 6,500 employees. The Hartford does not typically use any subcontractors.

- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

More than 1,600 public employers work with us to design and manage employee benefit programs that protect the lives and livelihoods of their employees. The Hartford has the experience and flexibility needed in the public sector market. This is evident in several areas such as matching existing plan designs, accommodating collective bargaining agreements, understanding public employee and state teacher retirement system (PERS, STRS) plans.

The Hartford currently has the following active Life cases:

Active Life Cases		
SIC Code	Active Cases as of 9/30/18	Eligible Lives
All SIC Codes	23,572	9,481,642
SIC Group 91xx	870	548,260

The Hartford does not typically use any subcontractors.

- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

Noted. The Hartford does not typically use any subcontractors.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

We greatly value the current relationship we have with State of Nebraska. We believe our relationship and knowledge of your culture and benefits objectives enable us to have a unique insight into how to provide differentiators designed to meet your needs. State of Nebraska will continue to have the focus attention of our tenured professionals. We will notify you of any changes to the below listed personnel for your approval.

Client Relationship Manager

Tracy Smith
Omaha, NE
Phone: 402-950-9502
Email: Tracy.Smith2@thehartford.com

Resume

Tracy Smith will continue her role as State of Nebraska's Client Relationship Manager. She is accountable for the execution of all customer deliverables and overall account success. She is also the single point of accountability to achieve and ultimately exceed all service goals and expectations.

Prior to joining The Hartford in 2018, Tracy joined Aetna in August of 2015 as a GI Account Manager in our Omaha, NE office. Her primary responsibilities include overall account management, building client relationships, providing consistent and responsive service, communicating with clients to ensure quality administration and service, and managing the day to day activities.

She has a solid product background in the group insurance industry. Prior to joining Aetna, Tracy was serving dual positions of Sales Support Manager and Account Manager. With over 27+ years of experience (with Guardian Life) in the group insurance industry, Tracy is a Life and Disability subject expert matter. Her experience includes Group Administrator, Sales Support Management and Account Management.

In addition, Tracy is supported by the Client Consultant in all aspects of account service. Client Consultants assist in responding to customer inquiries, issues and requests. They also provide administrative support for various account management functions. In conjunction with the Client Relationship Manager, the Client Consultant partners with customers on plan administration and processes.

References

Dana Keleher
7400 College Blvd, Suite 500
Overland Park, KS 66210
Phone: 913-693-2938

Carol Italia
2124 N. 126th Street
Omaha, NE 68164
Phone: 402-708-1537

Doug Gillespie
1228 N. 164th Street
Omaha, NE 68118
Phone: 402-995-9926

Public and Education Sector Market Lead

Michelle Anthony
Hartford, CT
Phone: 860-547-4039
Email: michellel.anthony@thehartford.com

Resume

As The Hartford's Group Benefits dedicated Public and Education Sector Market Lead, Michelle Anthony provides consultative support not only during the presale process, but throughout your tenure with The Hartford.

Michelle works closely with our Regional Sales Offices to share knowledge around market trends and act as a liaison between the Sales Office and our home office resources which might include Claims, IT, Legal or Underwriting.

Michelle will ensure that the right resources get involved quickly so your benefits administrators are not waiting for answers to the questions that matter the most to them. That starts today and will continue beyond your enrollment.

A graduate of Mount Holyoke College, Michelle began her career with The Hartford in 2008. Michelle has worked with Public and Education sector clients throughout her tenure at The Hartford. As an Analyst on the Large Group Presale team she worked across all functional business areas to provide responses to complex Requests for Proposals. Michelle transitioned to her role as Dedicated Market Lead for this important segment in 2015.

References

We are happy to provide references upon being selected as a finalist.

National Account Underwriter

Sandy Kennedy
Hartford, CT
Phone: 860-547-6609
Email: Sandra.Kennedy@thehartford.com

Resume

Sandy joined The Hartford in 2018 after spending 17 years in Group Benefits at Aetna. She has 27 years of industry experience. Sandy is responsible for National Account underwriting. Sandy provides on-going financial analysis, identifies trends in the experience, suggests plan design changes and provides consultative insight regarding financial business needs.

References

We are happy to provide references upon being selected as a finalist.

National Account Underwriter

Patrick Meucci
Hartford, CT
Phone: 860-547-6659
Email: Patrick.Meucci@thehartford.com

Resume

Patrick joined The Hartford in January 2018. He transitioned to The Hartford as an underwriting analyst from Aetna and was promoted to National Accounts Underwriter shortly. He has 1.5 years of experience in Group Benefits. He graduated from University of Connecticut with a degree in Economics and a focus in Business. Patrick provides on-going financial analysis, identifies trends in the experience, suggests plan design changes and provides consultative insight regarding financial business needs.

References

We are happy to provide references upon being selected as a finalist.

Senior National Account Executive

Gary Keating
Greenwood Village, CO
Phone: 303-379-3347
Fax: 860-392-5239
Email: gary.keating@thehartford.com

Resume

Gary Keating joined The Hartford in 1999 and has worked in the Group Life and Disability industry since 1996. In his role as Senior National Accounts Executive, he is responsible for sales and relationship management of customers with 5,000 or more employees. He is also on the National Accounts leadership team and provides training and consultative support to others across the National Accounts team at The Hartford. Gary received his BA in Communication from the University of Colorado and his MBA from the University of Denver.

Gary will partner with you to ensure that a benefit plan is designed to meet the clients' needs and to explain all of the services that The Hartford has to offer.

References

We are happy to provide references upon being selected as a finalist.

Customer Claim Consultant

The Customer Claim Consultant will be your single point of contact for all claim service needs. Additionally, this person will work closely with the Assistant Director of Claim Service to ensure a smooth transition to The Hartford and provide ongoing claim service support. The Customer Claim Consultant will be assigned upon our selection as a finalist. We are happy to provide a resume and references at that time.

Assistant Director of Claim Service

Jeff Burkman
Bloomington, MN
Phone: 952-656-6331
Email: jeffery.burkman@thehartford.com

Resume

Jeff has been with The Hartford for over 14 years and graduated from St. Cloud State University with a Bachelor of Science. Jeff is responsible for partnering with your Sales Account Executive during the finalist meeting. He will also monitor the case activation to ensure benefit management service effectiveness.

References

We are happy to provide references upon being selected as a finalist.

Claim Office

State of Nebraska's designated Life claims team will include:

- Customer Service Associates
- Customer Service Representatives
- Life and AD&D Claim Analysts
- Claims Excellence Teams
- Claim Customer Consultants

All members will be assigned upon being selected as a finalist.

j. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

We do not intend to use any subcontractors; however, if we decide to do so in the future, we will make every effort to notify State of Nebraska beforehand.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.
4. **When the insurance coverage is in effect, the terms and conditions of our insurance contract, a document that is filed with the state department of insurance, must prevail and control our relationship with the Policyholder and its insureds. Under applicable insurance law, the insurance contract must constitute the entire contract of insurance.**

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JWS	Reference is made to the concept that the applicable policies control the relationship between The Hartford and the insured.

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.
7. **The applicable policies.**

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal. **Notwithstanding any of the foregoing, when the insurance coverage is in effect, the terms and conditions of our insurance contract, a document that is filed with the state department of insurance, must prevail and control our relationship with the Policyholder and its insureds. Under applicable insurance law, the insurance contract must constitute the entire contract of insurance.**

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JWS			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JWS			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JWS			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State

shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		SWS	Edited to reflect the Contractor will provide insurance services and will not be liable for personal injury, death, or property loss or damage arising from the provision of insurance services. Contractor will not be liable for any individual acting in a volunteer capacity as that individual may or may not be under the direct supervision and control of the State.

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and reasonable attorney fees and expenses ("the claims"), sustained or asserted against the State for ~~personal injury, death, or property loss or damage~~, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JWS			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JWS	The Hartford is a publicly held company comprised of many internally affiliated underwriting companies any of which may provide support in fulfilling the obligations incurred under this contract.

Either Party may assign the contract upon mutual written agreement of the other Party **except that the Contractor may assign this Agreement and its rights and obligations hereunder without the written consent of the State to an affiliate or to a successor in interest.** Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract **if necessary** ~~to allow for the transaction.~~ If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JWS	The cost of insurance differs from group to group depending on the group's experience. Contractor is happy to discuss rates for available coverage with any State political subdivision.

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. **The cost of insurance is dependent on each individual group's experience. Therefore, the quote provided to the State of Nebraska may not be valid for another group with differing experience and population. Any group**

wishing to purchase coverage from The Hartford will need to provide population information that will allow us to provide the group with appropriate rates. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

P. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		SWS	Domestic insurance companies are not eligible for relief under the United States Bankruptcy Code. Consequently, The Hartford cannot file for protection as a debtor under the U.S. Bankruptcy Code.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor

shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
- a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. ~~an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;~~
 - f. ~~a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;~~
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JWS			The Hartford will own all records and customer information derived from insurance transactions and as required by applicable law. Upon termination of the insurance contract and to the extent permitted by applicable law, The Hartford will transfer to the new insurance carrier necessary records and information not proprietary to The Hartford. We will work with you to establish a timeframe for the orderly transfer of files to the new carrier.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SJS			We do not anticipate subcontracting any core insurance functions required to provide the insurance product(s) or services requested in this RFP. However, we reserve the right to use certain existing vendors who help provide non-core functions that are necessary to provide the insurance product or service such as those vendors providing certain specialized services that allow The Hartford to process claims, underwrite insurance risk, or provide insurance services.

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWSS			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		SWSS	Because Contractor provides reports, insurance documents, agreements and other materials to many different customers who benefit from its insurance services, Contractor is unable to grant any one customer ownership of its documentation or services. However, the Contractor will grant to the State license to use Contractor's intellectual property contained in any deliverables provided to the State while Contractor is providing insurance Services to the State. All deliverables discovered, created or developed by Contractor under this Agreement shall be and will remain the sole and exclusive property of the Contractor with licensed rights of use granted to the State in accordance with this Agreement.

~~The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.~~

~~The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.~~

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWSS			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$1,000,000 per occurrence / \$2,000,000 aggregate
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$3,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$10,000,000 Per Claim / \$20,000,000 Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$2,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$2,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Administrative Services
Employee Wellness and Benefits
Attn: Contract Manager
1526 K Street, Suite 110
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JWS			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JWS			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project. The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest. The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JWS	Not applicable to the provision of insurance services; no work will be performed on State premises.

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility

and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

K. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JWS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be sent to Department of Administrative Services, Employee Wellness and Benefits, 1526 K Street, Suite 110, Lincoln, NE 68508.

The invoice must contain the State's Account number and or ID number and the Coverage Period being billed. The invoice must list each plan and rates for the plans. Premiums are deducted via payroll on a Bi-Weekly and/or Monthly basis. After the close of business each month the total premiums deducted are paid to the Contractor via ACH payment. Premiums are not paid in advance. Example, August premiums would not be paid to the Contractor until after close of business on August 31st. In the example above, the 45 days starts on September 1st. As premiums are sent via ACH an Excel or PDF Report will be generated and provided to the Contractor by the State as backup documentation for the premiums paid. The report is produced manually and date of completion may vary from month to month.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JWS	Audits may be conducted upon the parties' execution of a mutually agreeable audit confidentiality agreement subject to The Hartford's security and confidentiality policies, and once The Hartford has received signed authorizations from claimants and beneficiaries if confidential claim information is in scope for the audit.

~~Final inspection and approval of all work required under the contract shall be performed by the designated State officials.~~

~~The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.~~

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SWS			Audits may be conducted upon the parties' execution of a mutually agreeable audit confidentiality agreement subject to The Hartford's security and confidentiality policies, and once The Hartford has received signed authorizations from claimants and beneficiaries if confidential claim information is in scope for the audit.

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the

Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

REVISED Attachment A
Contractor Requirements Matrix
Request for Proposal Number 5953 Z1

Bidder Name: Hartford Life and Accident Insurance Company

Bidders should provide a response to each of the following Contractor requirements below.

CONTRACT ADMINISTRATION	
1.	<p>Contractor must include a Waiver of Premium provision for employees becoming disabled on or after the program effective date of July 1, 2019.</p> <p>Response: Confirmed. As the incumbent Life carrier, we will continue to provide the current Premium Waiver provision to State of Nebraska employees. This benefit allows for continued Life insurance coverage without premium payment while an employee is disabled as defined in the contract. Our Premium Waiver options are all fully-insured.</p> <p>For Premium Waiver purposes, the term "disabled" standardly means that:</p> <ul style="list-style-type: none"> • The insured has a condition that prevents him/her from doing any work for which he/she could become qualified for through education, training or experience. • The insured person has been diagnosed with a life expectancy of 24 months or less. (This item is included only in contracts that contain an Accelerated Death Benefit. The number of months of life expectancy matches the terminally-ill definition of the Accelerated Death Benefit). <p>The claimant's disability standardly must have been continuous for six months and lifetime coverage.</p> <p>Notification for Premium Waiver claims must be given to The Hartford¹ within 12 months of the date last worked via a claim application for our standalone Life customers. If necessary, we may request additional information from the claimant and/or the attending physician. The claim is reviewed to determine if the claimant qualifies for Premium Waiver under the terms of the policy. Once all the required information is received, our standard turnaround time is five business days to approve or deny the claim.</p>
2.	<p>Provide the Schedule of Life Insurance Benefits including all options (.5x, 1x, 1.5x, 2x, 3x, 4x and 5x annual salary) and the Basic and Supplemental Aggregate Maximum and Minimum coverage. State if you allow exceptions in excess of the maximum amount of 5x. Example: An employee may elect 5x their salary which exceeds the maximum coverage.</p> <p>Response: Our intent is to continue current inforce plan designs and coverage, but agree we can cover all benefits scheduled listed above, but applicants may not exceed benefit combined maximum of \$2,000,000. A Guaranteed Issue amount of \$750,000 will apply.</p>

¹The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Home office is Hartford, CT.

All insurance benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

3.	<p>Provide coverage on a discontinuance and replacement basis (no loss, no gain) for eligible employees participating in the current plans on the effective date of the new coverage.</p> <p>Response: No Loss No Gain is not applicable as we are the incumbent Life carrier for State of Nebraska.</p>
4.	<p>Adhere to the inclusion of provisions to protect the State from multiple deaths in a single occurrence.</p> <p>Response: Confirmed. Our Group Life and AD&D products do not contain any limitation for catastrophic losses.</p>
5.	<p>Refrain from issuing any external communications material that mentions the State's benefit plans without written approval from the State. This includes newsletters and publications to agents, brokers and consultants.</p> <p>Response: Confirmed. We will continue to seek State of Nebraska's written approval prior to issuing any external communication materials that mention State of Nebraska's benefit plans.</p>
6.	<p>Provide ongoing assistance in administration, claim adjudication, and general problem solving. Periodic account servicing meetings will be held with the account manager and claims support group.</p> <p>Response: Confirmed. We will continue to provide ongoing assistance in administration, claim adjudication, and general problem solving under the direction of Tracy Smith, your current Client Relationship Manager, leading a team of professionals. Tracy and claims personnel are available to meet on an agreed-upon basis.</p>
7.	<p>Accept the current enrollment and beneficiary designations for the State's employees.</p> <p>Response: Confirmed. We will accept the current enrollment files and beneficiary designations as we are the incumbent Life carrier for State of Nebraska.</p>
8.	<p>Describe proof of loss required before a life or AD&D claim is filed.</p> <p>Response: In order to process a death claim that may not be captured on either the beneficiary designation form or your proof of payroll deduction, we require:</p> <ul style="list-style-type: none"> • A completed Life/AD&D claim form, which provides such information as employee date of hire, date last worked, salary, occupation, division, etc. • The employer's signature is required on the form to verify that the information provided is correct. <p>For specific lines of coverage, we need the following information in addition to the completed Life/AD&D claim form:</p> <ul style="list-style-type: none"> • For non-contributory coverage, a beneficiary form is required. If the employer does not have a beneficiary form on file, this should be noted on the claim form. • For contributory coverage, enrollment forms (or screen prints of benefit confirmation pages if enrollment was completed electronically) are required along with enrollment history in order to document timely enrollment.
9.	<p>Maintain an internal audit program and provide the State with a copy of the most recent internal audit report upon request.</p> <p>Response: Quality Assurance Program We manage quality assurance through our Claims Excellence program. This program is staffed by full-time Claims Quality and Solutions Consultants who review a percentage of both active and closed claims and identify the strengths and opportunities in our execution of best practices. We then focus our training and process improvement initiatives in the areas identified.</p>

	<p>Each claim reviewed is evaluated for:</p> <ul style="list-style-type: none"> • Accuracy — includes financial, payment, coding and claim decision • Resolution and timeliness — ensures consistency with our claim practices and efficiency in claim handling • Customer service — ensures the highest service level for our customers • Appropriate and timely claim investigation <p>Selection Criteria The files reviewed are randomly selected from a list of claims that meet predetermined criteria, including:</p> <ul style="list-style-type: none"> • Recent initial claim decisions • Ongoing claims • Recently terminated claims <p>Percentage of Claims Reviewed The percentage of claims reviewed differs by line of business and the number of open/closed claims. At no time will the number of claims reviewed fall under the percentage required for a statistically valid audit sample as determined by our Claims Actuarial unit:</p> <ul style="list-style-type: none"> • The general rule allows for 1% of the population to be reviewed • For high-frequency/low-complexity lines, we review less than 1% • For low-frequency/high-complexity lines, we review more than 1% <p>For 2017, we audited approximately 1,189 Life claims.</p> <p>Reported Results We can provide annual quality assurance results at the claim office level. We generally do not provide client-specific quality assurance results.</p>
10.	<p>Review all plans, draft plan abstracts, and confirm plan provisions with the State.</p> <p>Response: Confirmed. Our intent is to continue current inforce plan designs.</p>
11.	<p>Draft, revise, and finalize the policy and benefit summaries (Summary Plan Descriptions (SPB)/booklets) for review by the State before February 12 of each calendar year.</p> <p>Response: As the incumbent Life carrier, we currently have contracts in place with State of Nebraska. If changes are needed, we generally provide Policy documents within 30 days of receipt of all necessary information. If you require filing for specific contract language with your state Department of Insurance, this timeline may shift.</p> <p>Please note: The Hartford provides booklet-certificates for fully-insured coverages and Plan Summary Documents for self-insured coverages.</p>
12.	<p>Provide SPDs in an electronic format for access via internet or intranet.</p> <p>Response: In lieu of printed booklet certificates, we will continue to provide online access to all policy documents through our employer website. State of Nebraska can provide eligible employees with electronic booklet certificates via your intranet/internet site(s).</p> <p>Please note: The Hartford provides booklet-certificates for fully-insured coverages and Plan Summary Documents for self-insured coverages.</p>
13.	<p>Provide one claim office with a dedicated unit and an assigned account executive to assist the State in the ongoing administration of the program.</p> <p>Response: Claim Office The primary Life claim center is located in Windsor, CT. This team is supported by additional Life Claim Analysts associated with our Claim Centers in Sacramento, CA, Minneapolis, MN and Florida North.</p>

	<p>The Hartford's Life and AD&D claim management team has a staff of fully-trained and experienced Life and AD&D Claim Analysts. Specific Claim Analysts will be designated as your primary contacts. These Claim Analysts will be supported by the Life and AD&D claim management team. Your Claim Analysts will also be supported by our entire Life and AD&D organization and may assist on other accounts as time allows.</p> <p>Account Executive Your current Client Relationship Manager, Tracy Smith, will continue to be the single point of accountability to achieve and ultimately exceed all service goals and expectations. She will work with you to meet deliverables and overall account success.</p>
	Design, submit for approval, and print enrollment forms with the State's logo for use by plan participants to enroll, designate beneficiaries, and change their coverages, in accordance with plan provisions.
14.	<p>Response: We will continue to use the current enrollment forms as the incumbent Life carrier for State of Nebraska.</p>
	When customized printing is requested by the State, present a complete draft and subsequent proof to the State for sign-off. The Contractor must ensure that logo placement and color requirements are met. Contractor will be responsible for costs of printing booklets, certificates, or SPDs as required.
15.	<p>Response: We will continue to present a complete draft and subsequent proof of customized printing items to State of Nebraska for sign-off. We can accommodate client company logos on certain marketing and enrollment materials. Additional charges may apply.</p>
	Provide routine underwriting and actuarial services.
16.	<p>Response: Confirmed. We will continue to maintain the current level of underwriting and actuarial services.</p>
	Deliver an Administration Manual containing all user guidelines on such matters as eligibility, reports, plan summaries and procedures 60 days prior to plan year.
17.	<p>Response: The administration manual is available through our self-service employer portal within 30 days of receipt of all necessary information. The manual contains information such as:</p> <ul style="list-style-type: none"> • The administration of your plan • Enrollment • Billing and premiums • Termination • Tax services • Submission of claims • Forms that can be printed or sent to employees
	Provide employer portal to monitor the status of claims, EOI, etc
18.	<p>Response: Confirmed. We will continue to provide an employer portal to monitor the status of claims, EOI, and more.</p> <p>If State of Nebraska places both Life and Disability products with The Hartford, we are able to provide a secure, password-protected website that delivers industry-leading plan and claim administration with state-of-the-art technology.</p> <p>Currently, our self-service employer portal provides these services:</p> <ul style="list-style-type: none"> • Electronic Billing: <ul style="list-style-type: none"> - Access invoices online without receiving paper bills - Print invoices - Access previous billing statements - Pay premiums online via ACH transfer with your company's financial institution (optional)

	<ul style="list-style-type: none"> - Set up automatic recurring payments (available to list billed groups) - Subscribe to billing email alerts • Reports: <ul style="list-style-type: none"> - Custom on demand reporting using integrated claim data - Run status and activity reports by coverage, policy numbers/loss units and date ranges - Get results in Excel or PDF formats • Medical Underwriting: <ul style="list-style-type: none"> - Find real-time information on an employee's underwriting status by name or Social Security Number - Obtain medical underwriting status reports • Claims: <ul style="list-style-type: none"> - Start a life claim online - View educational claim videos on how to file an STD or LTD claim • Claims Inquiry: <ul style="list-style-type: none"> - Check employee claim status and history - View Claim Handler contact information - View claim history of payments and payment recipients - View claim activity notes online • Online Booklets: <ul style="list-style-type: none"> - View Booklets-Certificates, Endorsements and Policy/Plan Document of Incorporation • Administration Kits: <ul style="list-style-type: none"> - Access commonly-used group benefits administration forms <ul style="list-style-type: none"> ▪ Most forms are interactive, can be filled out online and printed for signature ▪ Only forms that apply to your specific plan will be available ▪ Some forms are available in Spanish • Reference Materials: <ul style="list-style-type: none"> - Access The Hartford's product and general brochures - View links to other websites of interest • Contact Us: <ul style="list-style-type: none"> - Use the online question-and-answer function to get in touch with your Hartford contacts via e-mail (phone numbers are also provided) <p><i>Note: Clients have the ability to mask or suppress SSNs on our self-service employer portal for new or in-force business. Masked SSNs will only show the last four digits.</i></p>
19.	<p>Communications (phone calls, emails) should be responded to within 24 hours. Describe your customer service process, including the hours of operation and methods of contact.</p> <p>Response: Confirmed. Quality standards require that our claims staff return calls and email messages received before 2:00 p.m. on the same business day. Calls and messages received after 2:00 p.m. must be returned by noon on the next business day.</p> <p>Using a toll-free number, beneficiaries and clients' representatives can contact our Customer Service Representatives for routine Life and AD&D inquiries. Our Life Call Center's hours of operation are Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time (5:00 a.m. to 5:00 p.m. Pacific Time).</p> <p>As a National Account partner, your Client Relationship Manager, Tracy Smith, will also assist State of Nebraska and your benefits staff with your customer service needs.</p>
20.	<p>Maintain claim files to support payment, denials and appeals. Documentation must be legally acceptable and readily accessible.</p> <p>Response: Confirmed. We will continue to maintain claim files and all insurance records consistent with applicable state and federal requirements, including ERISA.</p>

Indicate settlement processes and options available to beneficiaries. Specify the interest credit on claims from the date of death or proof of death until payment to beneficiary.

Response:

Settlement Options

Beneficiaries are given the option to receive their claim settlement in the following:

- Lump sum check
- Safe Haven® Program (an interest earning draft account and personal representative for support)
- Electronic Fund Transfer (EFT), if requested by beneficiary

Please note, for beneficiaries receiving payment via Safe Haven. Beneficiaries are provided with options so that they can be flexible based on their individual needs and preferences.

- Write a draft or drafts (like a check) up to and including the full balance including interest
- Perform ACH transactions – moving funds from their Safe Haven account electronically
- Make payments by phone or online

With our Express Pay feature, a beneficiary may receive a claim payment in as few as 48 hours (applies to U.S., natural deaths with a funeral director's certificate of death). With the proper paperwork, we will accept funeral home assignments to pay the funeral home directly for expenses.

Lump Sum Payment

If an approved beneficiary elects the lump sum payment option, we will issue a check for the full benefit amount to the beneficiary. With either payment method, we pay interest on Life insurance death proceeds (if applicable) at rates based on the applicable state law.

Safe Haven Program

The program is a claim settlement option that:

- Is available when Group Life insurance benefits of \$10,000 or more are payable to a single beneficiary
- Provides the beneficiary with a book of drafts (similar to checks) so he/she can draw upon the benefit proceeds as needed each month
 - Drafts can be written up to the full balance in the account
 - If the balance should fall below \$750, a check for the balance plus interest will automatically be sent to the beneficiary
- Is intended to provide beneficiaries with a convenient means for paying immediate needs, such as funeral expenses, via draft or electronically, and allows time for deciding how to use insurance proceeds

With the Safe Haven Program, the insurance or annuity proceeds ("Safe Haven asset") are held in The Hartford's general account. The Hartford will earn investment income on Safe Haven assets. The difference between the investment income earned on the Safe Haven assets and the interest rate credited to insureds participating in the Safe Haven Program provides The Hartford with a profit and covers the expenses we incur.

With the Safe Haven Program:

- Proceeds earn interest at a rate set by The Hartford. A 1099INT will be issued annually for interest earnings equal to or greater than \$10
- The beneficiary receives a quarterly statement (or monthly if there is financial activity during the month) and can call a toll-free phone number with inquiries and questions

The Safe Haven program is not intended to be a long-term investment vehicle. Safe Haven is not a bank account and assets are not insured by the Federal Deposit Insurance Corporation.

Interest Rates

Interest calculation is based on state statutes. To determine if interest is payable, our claims department considers the beneficiary's state of residence, state where insured resided, and case situs state. If interest is required, the period involved can vary by state (i.e. from date of death; from date of receipt of proof of death; from date of receipt of proof of loss, etc.). The interest rate can also vary. If it is determined that interest payment is required based on more than one state, we will pay the greater interest amount.

21.

	Make determinations with respect to submitted claims, including claim investigation and analysis prior to payment.
22.	Response: Confirmed. For questionable claims, our Life Claim Analysts have full access to our Claim Specialists, Special Investigation Unit team and in-house attorneys. Our Claim Specialists have varied backgrounds with years of Group Life claim experience.
23.	100% of life claims will be processed within 15 business days of the receipt of required documentation. Response: Our standard claim turnaround times, based on the overall results of the Life Claim Department, are as follows: <ul style="list-style-type: none"> • 95% of all approved claims are processed within 5 business days from receipt of all necessary information • 95% of all claim decisions are processed within 10 business days from receipt of all necessary information, to include medical and/or legal reviews For 2017, we processed 96.74% of all claim decisions within these respective timeframes. This result is based on the overall performance of our Life/AD&D Claim Centers rather than the individual office location.
24.	Contractor must have a process for finding missing beneficiaries. Response: Confirmed. We will take any necessary and appropriate action to locate a missing beneficiary, including: <ul style="list-style-type: none"> • Using multiple search engines • Contacting the employer, funeral home and family members • Using the services of a vendor, if necessary
25.	Provide the exact same current plan to the NDOL employees due to NDOL employees being grandfathered into the Plan. Response: Confirmed. Our intent is to maintain the current plan to the NDOL employees as the incumbent Life carrier for State of Nebraska.
IMPLEMENTATION	
26.	Provide a detailed timeline and implementation plan including deadlines set forth in this RFP including State resources and personnel required. Response: An implementation timeline is not applicable as we are the incumbent Life carrier for State of Nebraska.
27.	Load, audit and insure clean eligibility data a minimum of 30 days prior to program effective date of July 1, 2019. Response: We do not currently receive eligibility data. This is not applicable to Life insurance.
28.	Identify any programs, systems, or administrative opportunities that your organization can provide during the implementation process that would be beneficial to the State. Response: An implementation is not applicable as we are the incumbent Life carrier for State of Nebraska.

	Attach a description of your conversion process and include a copy of your conversion request form, if applicable.
29.	Response: Confirmed. We have attached a description of our conversion process and a copy of our conversion request form in Section 7 of our proposal response.
REPORTING	
	Monthly and quarterly claims paid/denied reports must be available no later than the end of the month following the close of the period in question.
30.	Response: We currently provide a monthly report for paid Life claims on a quarterly basis or ad-hoc as requested.
	A year-end financial accounting for the program within 60 days of the contract anniversary date.
31.	Response: We provide annual accounting information and the <i>Annual Statement of Premium & Producer Compensation</i> form within 90 days of the end of your policy year.
	Annual generation of eligibility listing in hard copy or online reporting. Describe your online reporting function(s).
32.	Response: An annual generation of eligibility listing is not applicable. State of Nebraska currently self-administers eligibility records.
PERFORMANCE GUARANTEES	
	Do you have a formal performance guarantee program? If so, please provide a copy.
33.	Response: Yes. The Hartford encourages the negotiation of a mutually agreeable performance guarantee with State of Nebraska and will collaborate to develop the standards for which service guarantees will be provided. We are willing to extend performance guarantees to categories that are measurable, generate sufficient volume to produce statistically valid results, and are under The Hartford's control. Some of our most common guarantees include, but are not limited to: <ul style="list-style-type: none"> • Claim turnaround time • Claim financial accuracy • Timely report delivery • Program implementation We have included sample performance guarantees in Section 7 of our proposal response. The performance guarantees we have provided are considered proprietary information.
BILLING	
	Attach a description of premium billing procedures. Include information on the timing of billing, billing-payment reconciliations, and ability to provide for client self-billing.
34.	Response: Confirmed. We have attached a description of premium billing procedures in Section 7 of our proposal response.

Form A
Bidder Contact Sheet
Request for Proposal Number 5953 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Hartford Life and Accident Insurance Company
Bidder Address:	One Hartford Plaza Hartford, CT 06155
Contact Person & Title:	Tracy Smith, Client Relationship Manager
E-mail Address:	tracy.smith2@thehartford.com
Telephone Number (Office):	402-950-9502
Telephone Number (Cellular):	402-679-8757
Fax Number:	855-604-4392

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Hartford Life and Accident Insurance Company
Bidder Address:	One Hartford Plaza Hartford, CT 06155
Contact Person & Title:	Tracy Smith, Client Relationship Manager
E-mail Address:	tracy.smith2@thehartford.com
Telephone Number (Office):	402-950-9502
Telephone Number (Cellular):	402-679-8757
Fax Number:	855-604-4392



Business Insurance

Employee Benefits

Auto

[Home](#)

5953 Z1/ Survivor Outreach Services

We are pleased to offer State of Nebraska our Survivor Outreach Services, included in our offer at no cost and applicable to active employees.

Survivor Outreach Services

This service provides full concierge services to both State of Nebraska and their employees/beneficiaries. Services provided include:

Services for State of Nebraska

- Fields questions about claim processes
- Tailors all communication
- Validates eligibility and coverage amounts
- Completes the employer portion of the claim form
- Delivers death certificate to human resources, benefits, retirement, payroll, etc.
- Gathers and organizes financial information, including 401(k), defined contribution plans, stock programs, final pay and any additional programs
- Confirms the insured's Executor of Estate

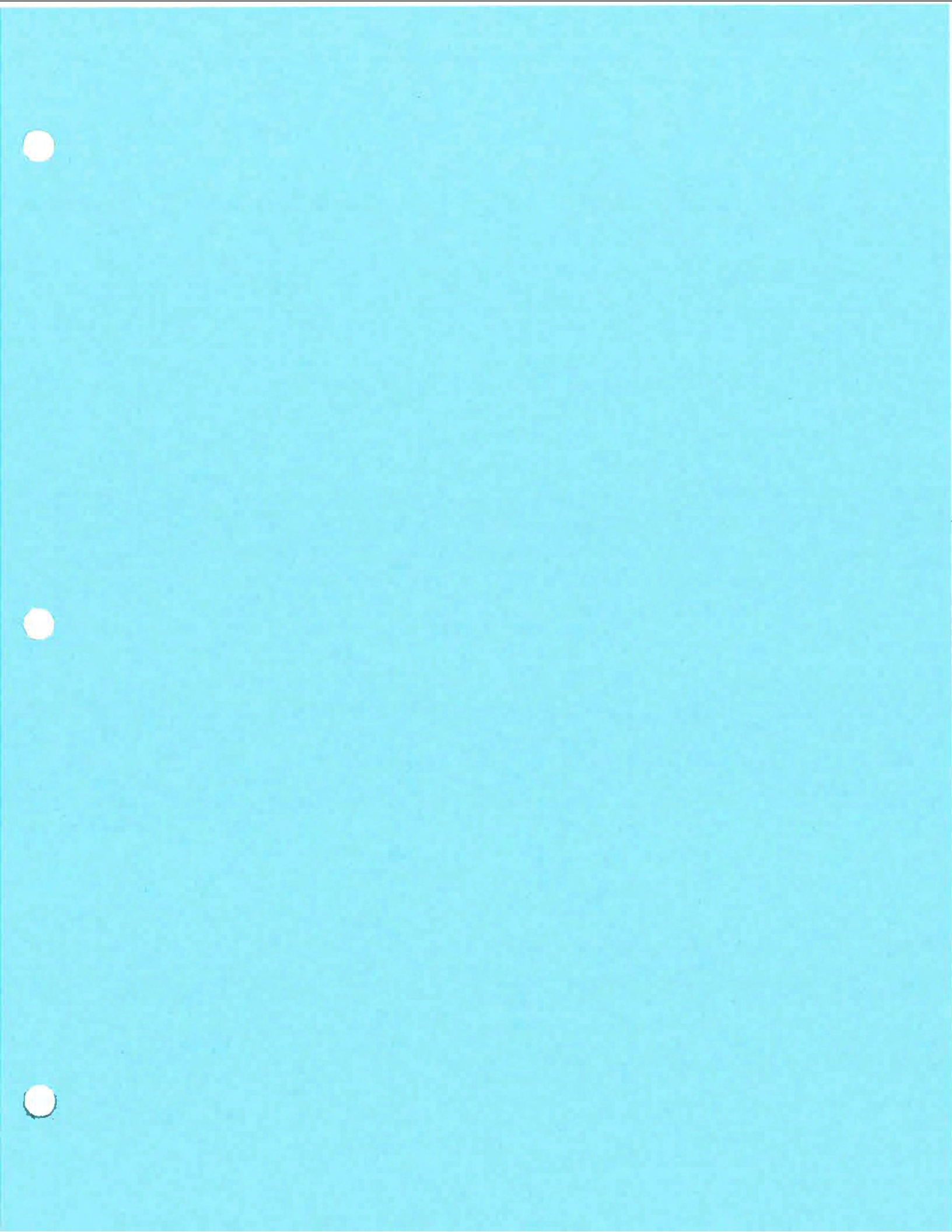
Services for Beneficiaries

- Contacts beneficiaries to explain all of the support services
- Discusses funeral options and informs them of Hartford value added services such as Everest Funeral Concierge
- Creates customized beneficiary package outlining benefits and services from State of Nebraska and the Hartford¹, including details on claims, required forms, 401(k), stock plans, final paychecks and assistance with Credit Reporting Agency
- Obtains death certificate and other required documents
- Guides beneficiary through portability and conversion options

This is just a sample of what the concierge service provides. We would be happy to discuss with you in greater detail.

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All insurance benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.



5953 Z1/ Attachment A/ Implementation

Attach a description of your conversion process and include a copy of your conversion request form, if applicable.

We offer the following two conversion and portability processing options:

- **If the employer or TPA provides an electronic file feed, our conversion and portability administrator completes the Notice of Continuation of Coverage form or sends it to the employee with instructions to return the completed form if interested in continuing coverage. Based on the returned forms, our conversion/portability administrator issues a conversion quote, a portability form using the information provided on the electronic file. The electronic file serves as eligibility verification; additional eligibility verification is not requested unless the coverage being converted is greater than \$500,000.**
- **State of Nebraska's current process is to complete the eligibility portion of the Notice of Continuation of Coverage form and provides the employee with instructions to send the completed form to our conversion/portability administrator if interested in continuing coverage. Based on the returned forms, our conversion/portability administrator:**
 - **Contacts the employer or TPA for the information required to issue a conversion or portability quote**
 - **Performs eligibility verification for each terminated employee that requests coverage continuation.**

A secure FTP site is set up for the posting of the electronic files. The administrator of the file feed is given the FTP site and password. Due to security issues, we cannot accept emailed files. The electronic file feeds must include the following information in one record per employee:

- **Employee name, address, and date of birth**
- **Date of hire**
- **Base annual earnings (if coverage is multiple of salary)**
- **Coverage amount in force at the time of termination (for basic and supplemental life)**
- **Standalone AD&D Principal Sum amount (only needed if this benefit is convertible)**
- **Coverage termination date**
- **Date last actively worked as a full-time employee and reason for termination**
- **LTD coverage amount or a Y/N indicator (needed only if this benefit is convertible)**
- **Legal case name of the policyholder and account number**
- **Reason for termination**
- **Telephone number of applicant (optional)**

The information provided on the spreadsheet will appear exactly as shown on the form. The frequency of the electronic file feed is open for discussion. We can accommodate feeds on a weekly, semi-monthly or monthly basis. No fee is associated with this service.

We have included a copy of our conversion request form in Section 7 of our proposal response.



Notice of Conversion Rights

Important Notice regarding your coverage: If you are an active employee, terminated employee, retiree or dependent who may be faced with losing all coverage or even a portion of your coverage under your employer's Group life plan(s), you and/or your dependents may be eligible to continue the lost amount of coverage without submitting evidence of good health. **You are receiving this notice as a result of experiencing one of the following events: your employment status has changed, marital status has changed, you or a dependent has experienced an age reduction or maximum age limit, you have retired or you have reached the end of an employer sponsored continuation provision. You have options to retain this important coverage that are explained below. The specific options available to you are based on the provisions as defined in the Group plan.** Included with this notice is a form you can submit to obtain additional information. You will receive details on the specific coverage options available to you, receive a quote, and the necessary forms to obtain coverage.

Life Conversion

The Life Conversion option provides the opportunity for you to obtain an individual life insurance policy that accumulates cash value and is offered at individual insurance rates. There are no mandatory age reductions and coverage can continue with premium payment until the Scheduled Maturity Date (standardly age 121) at which time the cash surrender value is paid to the insured.

If coverage is ending because The Hartford Group Life policy is terminating or coverage for a class of employees is terminating, some restrictions may apply. If coverage is ending for any other reason, you can generally convert up to the full amount of your terminating coverage. Conversion is also available to your dependents if they had coverage under your group plan. You may have the option to obtain a one year term policy prior to the permanent life policy becoming effective. Please refer to The Hartford Group Life policy for information. **Premiums for a Life Conversion policy are substantially higher than your Employer Group plan rates.**

Long Term Disability (LTD) Conversion

You may be eligible to convert coverage you had in effect under your Employer's Group Long Term Disability (LTD) plan to a Group Disability Conversion policy provided your group coverage was in effect for at least one year. You cannot be disabled from performing the duties of your occupation at the time your LTD coverage terminates under the group plan or disabled at the time of your request and you cannot convert LTD coverage if you are retiring, regardless of your age. **LTD conversion is not available for dependents.** The benefit amount payable under the LTD conversion policy may be up to 60% of your monthly earnings at the time your Group coverage ended or the amount provided under the LTD group plan, whichever is less, up to a monthly maximum of \$5,000. This amount is based on the rules of the LTD group plan subject to offsets for other income benefits. A 6-month elimination period applies. LTD conversion is not available if the group plan is terminating. **A one time administrative enrollment fee will apply and is added to your first quarterly premium. Premiums for a Group Disability Conversion policy are higher than your Employer Group plan rates and increase every 5 years (years in which your age on your birthday ends in 5 or 0).**

Attached is a form that contains additional information about continuing coverage. You can use this to request a quote and the necessary forms to enroll.

Please note that there is a designated timeframe during which you can exercise your coverage continuation options. This request must be received by The Hartford within 91 days from the employee's group coverage termination date. Requests received more than 91 days after the employee's group coverage terminates will be denied. Any issues regarding late notification by your employer must be addressed with your employer.

If you have questions about this information, your eligibility, or the status of any request you have submitted, please call a representative at **1-877-320-0484**.

The Hartford, Portability and Conversion Unit
P.O. Box 248108
Cleveland, OH 44124-8108
Fax 1-440-646-9339

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Frequently Asked Questions

Q: If I request a quote, how does The Hartford determine the amount of coverage to quote?

A: The Hartford will contact your employer to obtain the amount of coverage you had in effect under the group plan. The quote is based on this amount as well as applicable plan provisions.

Q: If I receive a quote for coverage, does this mean I qualify for the coverage amount quoted?

A: The amount quoted is not a guarantee that a policy will be issued in that amount. Upon receipt of your application for coverage, The Hartford will perform an eligibility review to determine if the amount of coverage you have requested can be granted based on the coverage you had in effect under the group plan as well as plan provisions.

Q: What is my policy effective date?

A: The effective date of the Life Conversion policy is the 32nd day following the group coverage termination date. The effective date of an LTD Conversion policy is the day following the group coverage termination date.

Q: If my application for coverage is not approved by the effective date, am I still covered?

A: Yes, if your application is approved, the effective date of your policy will be retroactive to the date indicated above.

Q: I understand that there is no medical underwriting or physical exam required but can I still be denied for coverage?

A: Your request for coverage can be denied if you do not meet the timeliness requirement. You must mail or fax this form to request information within 91 days from the employee's group coverage termination date. **This request must be received by The Hartford within 91 days from the coverage termination date. Requests received more than 91 days after the employee's group coverage terminates will be denied.** Coverage can also be denied if it exceeds the amount you had in effect under your employer's Group plan or if it does not align with your employer's plan provisions. In addition, any request for coverage that is not available under your employer's Group plan will also be denied.

Q: If I start to work for a new employer and obtain coverage under that employer's Group plan, will that Group coverage impact any conversion policy that I may have purchased?

A: If you obtain coverage under a new employer's Group plan, your conversion policy will remain in effect provided you continue to pay the required premiums. However, benefits payable under conversion policies may be affected by the amount of your other coverage.

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Notice of Conversion Rights

Employer: _____ Policy #: _____

The following information is to be completed by Employer or Employer Representative

Employee Name: _____ Employee ID#: _____ Date: _____

Last Day Worked (or date employee is no longer in an eligible class): _____

Date of Group Coverage Termination: _____ Termination Reason: _____

Signature _____ Print Name _____

Email Address _____ Telephone _____

As noted above, Conversion options are available without submission of evidence of good health. The rates for Life Conversion will be substantially higher than your employer Group plan rates. The rates for LTD Conversion will also be higher than your employer Group plan rates. LTD conversion rates increase every 5 years (years in which your age on your birthday ends in 5 or 0) and also require a one-time \$25 enrollment fee which is added to the first quarterly premium.

**Employee: To request a specific quote and application, please complete the information below and mail or fax this entire page to: The Hartford, Portability and Conversion Unit, P.O. Box 248108, Cleveland, OH 44124-8108
Fax 440-646-9339, Phone 877-320-0484**

Yes, I am interested in receiving the information checked below.

12 month Term/Whole Life Conversion Quote/Application (12 month only available for groups situated in NY & WV)

LTD Quote/Application

Please print the following information:

Name: _____ Date of Birth: _____

Social Security # (indicate last 4 digits only): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Email: _____

I am interested in receiving information for the following persons:

Myself My Spouse (not available for LTD conversion) My Child(ren) (not available for LTD conversion)

Please print the name(s), relationship, and date(s) of birth for each dependent who may be eligible for coverage. Include an additional sheet if necessary.

Name: _____ Relationship: _____ Date of Birth: _____

Name: _____ Relationship: _____ Date of Birth: _____

Name: _____ Relationship: _____ Date of Birth: _____

Name: _____ Relationship: _____ Date of Birth: _____

Please note that there is a designated timeframe during which you can exercise your coverage continuation options. This request must be received by The Hartford within 91 days of the date that group coverage terminates under the employee's former group plan. Requests received more than 91 days after group coverage terminates will be denied. Any issues regarding late notification by your employer must be addressed with the employer.

Signature (required) _____ Date _____

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5953 Z1/ Attachment A/ Billing

Attach a description of premium billing procedures. Include information on the timing of billing, billing-payment reconciliations, and ability to provide for client self-billing.

Billing Timing

We bill monthly and payment is due on the fifteenth of each month.

Billing Reconciliation

We keep an up-to-date record of premium payments via a monthly reconciliation of our invoices against payroll deductions. We work directly with your billing staff to eliminate the need for a year-end reconciliation.

Self-Billing

State of Nebraska can continue to self-bill.

Self-Administered Billing highlights:

- **Premium payment**
 - **Payment options include check, money order and a variety of electronic options such as ACH/Wire and online through our employer portal**
- **Premium statements:**
 - **Sent before the monthly premium due date**
 - **Show the premium rates, cost of coverage and rates based on insured benefits or per unit**
- **Total premium due:**
 - **Based on all employees' coverages**
 - **You will specify this amount by providing a total census count, volume, and premium for each line of coverage as detailed on the monthly bill**
- **Monthly premium calculations:**
 - **You will report current census, volume and premium due, and calculate the current month's premium**

Self-Administered e-Billing highlights:

- **A solution if you can't provide an automated payroll file transmission, or have more than 5,000 eligible employees**
- **Estimated invoice is accessed through our self-service employer portal each month and an email alert is sent to your billing contact**
- **Estimate is based on the census and volume details reported by you during the prior bill cycle**
- **Billing contact will update the actual census and volume details each month and submit the invoice through our employer portal**
- **Payment options include check, ACH or wire transfer**