ORIGINAL

State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL
FOR CONTRACTUAL SERVICES
Bid Number 5719 Z1

Presented by:

Nebraska Risk Management Association (NRMA)
100 North 12th Street, Suite 200
Lincoln, NE 68508
(402) 742-9220

— ORIGINAL —

State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: (402) 471-6500

SOLICITATION NUMBER	**RELEASE DATE**
RFP 5719 Z1	November 22, 2017
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
January 5, 2018 2:00 p.m. Central Time	Michelle Thompson / Teresa Fleming

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5719 Z1 for the purpose of selecting a qualified Bidder to provide property/casualty claims administration services to the State of Nebraska. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract. The Contract includes the option to renew for two (2) additional two (2) year period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://das.nebraska.gov/materiel/purchasing.html.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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 attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

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SECTION I

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing property/casualty claims administration services to the State of Nebraska at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Michelle Thompson / Teresa Fleming
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP	November 22, 2017
2.	Last day to submit written questions	December 11, 2017
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 20, 2017
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 5, 2018 2:00 PM Central Time
5.	Review for conformance to RFP requirements	January 5, 2018
6.	Evaluation period	January 9, 2018 – January 26, 2018
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 12, 2018
9.	Contract finalization period	February 12, 2018 – March 16, 2018
10.	Contract award	March 23, 2018
11.	Contractor start date	July 1, 2018

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5719 Z1; Property/Casualty Claims Administration Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at http://das.nebraska.gov/materiel/purchasing.html per the Schedule of Events.

E. PRICES

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed two (2 %) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html. This must be accomplished prior to execution of the contract.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity:
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;

2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

L. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
    a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
    b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
    c. whether the bidder can perform the contract within the specified time frame;
    d. the quality of bidder performance on prior contracts;
    e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

S. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

T. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

U. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

SECTION II

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.

A. GENERAL

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

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.

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.

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:

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Vendor Contract Manager: Executive Director	Risk Manager
Vendor: Nebraska Risk Management Association "NRMA"	Administrative Services – Risk Management
Vendor Street Address: 100 N 12th Street, Suite 200	1526 K Street, Suite 220
Vendor City, State, Zip: Lincoln NE 68508	Lincoln, NE 68508

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:

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:
Clr			

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:
Clr			

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:
		Clr	**We reject only the language in the last paragraph/sentence of this section which provides that State's failure to make payment will not be a breach. As an alternative, we propose the existing language in the current claims service agreement between NRMA and the State, specifically sections 4.02, 4.03, 4.04, 4.05 and 4.06 as found behind Tab A. This language would still allow the State to terminate the agreement and its payment obligation in the event a funding appropriation is no longer available or if required by government action, or to suspend payment in the event NRMA would fail to perform any substantial obligation under the agreement.**

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:
Clr			

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:
Clr			

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:
		Clr	**We reject only Section No. 1 below as currently written, and only to the extent that it is a one-sided indemnification provision, and propose as an alternative the same mutual indemnification language as found in the current claims service agreement between NRMA and the State as found at section 5.01 of that agreement, a copy of which can be found behind Tab B.**

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 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:

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. PERFORMANCE BOND

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

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be $60,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. 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 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.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. 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.

O. FORCE MAJEURE

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

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.

P. CONFIDENTIALITY

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

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.

Q. EARLY TERMINATION

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

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.

R. CONTRACT CLOSEOUT

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

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, 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:
			We reject paragraphs 4 and 8 of this section only, accepting the remaining language. With respect to paragraph #4, we propose that by-name personnel commitments made in our proposal will not be changed without first giving prior written notice to the State. The prior approval of the State language both as to the change and replacement of personnel assigned to this account is not acceptable to NRMA. As for paragraph #8, we reject the language which gives the State the right to require NRMA to remove or reassign from the project any contracted or subcontractor employee, though would agree to specific language whereby the State could request such a reassignment or removal.

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:
Clw			

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:
Clw			

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:

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:

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:
			We accept all insurance coverages required except for the Professional liability/medical malpractice requirement. We don't see the need for such medical malpractice professional liability insurance coverage under this proposed property/auto liability claims service agreement.

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 heraunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years 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 three (3) years 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 contactors' 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	$2,000,000
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
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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	$5,000,000 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)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$3,000,000
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 – Risk Management Division
Attn: Risk Manager
1526 K Street, Suite 220
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:
Clr			

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:
Clr			

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. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

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

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.

L. ADVERTISING

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

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.

M. 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.

N. DISASTER RECOVERY/BACK UP PLAN

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

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.

O. DRUG POLICY

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

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. Contractor may submit invoices on a quarterly basis.

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:
Clw			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to: Department of Administrative Services, Risk Management Division, Attn: Shereece Dendy-Sanders, 1526 K Street, Suite 220, Lincoln, NE 68508. 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. Contractor may submit quarterly payments.

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT

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

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:
Clw			

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:
Clw			

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.

SECTION III

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

A. INTRODUCTION

This is a Request for Proposal (RFP) for the services a third-party property and casualty claims administrator for the State of Nebraska (the State). The State of Nebraska, Department of Administrative Service, Risk Management Division (Risk Management) is responsible for the purchase of necessary insurance coverage and risk management services at the lowest costs and which are consistent with good underwriting practices and the overall Risk Management Program for the State. Risk Management is requesting proposal responses from qualified companies to assist Risk Management with the critical role of ensuring the proper protection of the State's assets and activities on behalf of the State's citizens and taxpayers. The Third Party Administrator (TPA) will adjust property and casualty claims in full compliance with applicable Federal and State laws and rules and regulations governing the administration of self-insurance. The TPA will be required to represent the State in all matters related to such administration and to fully perform all of the functions listed within this RFP.

B. PROJECT ENVIRONMENT

The State has a diverse government organization, comprised of over 80 agencies, performing a wide range of functions and operations, with approximately 29,000 employees, and serving 1.9 million residents of the State. State budget information may be found at: http://budget.nebraska.gov/index.html.

Authority for the State's insurance and risk management programs, covered by this RFP, is found in Neb. Rev. Stat. §81-8,239.01. http://nebraskalegislature.gov/laws/statutes.php?statute=81-8,239.01

C. PROJECT OBJECTIVES

It is a requirement the TPA has knowledge and ability to perform risk control/loss prevention and claims management services, as well as risk management consulting services at a minimum.

D. CURRENT PROGRAM

The State utilizes a combination of risk retention (self-insurance) and risk transfer (insurance, contractual agreements) arrangements to resource financial liabilities arising from third party tort suits and claims.

The State currently has an All-Lines Aggregate Policy covering real and personal property, automobile liability and physical damage, foster parent liability, and employee dishonesty. There are also excess policies for property, employee dishonesty, and automobile liability. There are additional policies covering specific needs, such as:

1. Property Liability;
2. Automobile Liability with Hot Pursuit;
3. Workers' Compensation and Employers Liability for certain active State volunteers;
4. Aircraft Coverage;
5. Airport Owners and Operators Liability;
6. Stand Alone Terrorism - Property;
7. Foster Parent Liability; and
8. Accident Coverage for certain active State volunteers.

The State is self-insured for General Liability and Workers' Compensation. The State has contracts with third-party administrators for insured claims and workers' compensation claims.

Link to workers' compensation contract: Gallagher Bassett Services Inc. 71618 O4

Link to current TPA contract: Nebraska Risk Management Association Inc.

The following information is current as of the 2016-2017 fiscal year, running from July 1, 2016 through June 30, 2017. Also, see Attachment 2, 2016 & 2017 Loss Run Report.

Automobiles: The State insured 7,190 vehicles. Vehicles are classified as passenger cars, vans, buses, trucks, tractors, trailer, or other drivable equipment. 420 are considered pursuit vehicles. Liability coverage is required on all vehicles, however, individual agencies determine whether to insure for physical damage. The All-Lines Aggregate Policy covers automobiles up to $1 million with a $200,000 self-insured retention (SIR). There is also an excess property policy of $400,000,000. Hot pursuit vehicles are covered up to $1 million, with a $300,000 SIR and $300,000 corridor retention. These vehicles are subject to an excess automobile liability policy up to $4 million. Pursuant to State Statutes, Nebraska has strict liability for vehicular pursuits resulting in injuries to innocent third parties.

Real Property: The State insured 2717 facilities with a replacement value of approximately $1.9 billion. The All-Lines Aggregate Policy covers real property up to $1 million with a $200,000 SIR. There is also an excess property policy with a $400,000,000 limit.

Contents/Inland Marine: Each agency has the option to purchase coverage for its contents and inland marine. Inland marine and contents account for $295,430,684. The All-Lines Aggregate Policy covers property up to $1 million with a $200,000 SIR. There is also an excess property policy with a $400,000,000 limit.

Foster Parent Liability: Foster parent liability is contained within the All-Lines Aggregate Policy, There is a $200,000 SIR and the policy limit is set at $400,000.

Employee Dishonesty: Employee dishonestly is also within the All-Lines Aggregate Policy. There is a $25,000 SIR and a $1 million limit. Excess coverage is also available with a limit of $30,000,000.

Current plans are to retain existing insurance liability insurance policies and limits. However, as market offerings are developed, existing coverage may be maintained, amended or eliminated at the discretion of the State.

E. PROJECT REQUIREMENTS

Bidders should provide a response to each of the following contractor requirements in the space provided below.

1.	It is the State's policy to pay only those claims where there is a legal liability to do so, or where it is deemed to the State's advantage to settle claims without an acceptance of liability. All liability claims investigation, handling, and adjustment will be conducted under the supervision of Risk Management. All payment, including settlements, will be made via procedures developed by Risk Management. Most of the claims adjusters work will be related to automobile, property, and foster parent liability claims and settlements. However, the claims adjuster shall have capabilities to provide services related to the following liability incidents: **a.** Comprehensive General Liability **b.** Public Officials Liability **c.** Aviation Liability **d.** Workers' Compensation **e.** Cyber Liability **f.** Commercial Crime/Third-Party Fidelity Liability **g.** Terrorism
	Response: NRMA adjusters have the capability to handle claims in all areas as listed above. Files would be assigned to an adjuster with the level of expertise as required to handle each separate type of claim as listed. NRMA is currently very familiar with the needs with respect to responding to claims requiring an investigation into the legal liability of the State of Nebraska. We currently respond to Tort Claims as submitted by the State Risk Manager to our office with needed recommendation for settlement / denial and have also submitted presentations to the full State Claims Board when claim levels require us to do so.
2.	During the term of the contract resulting from this RFP, the State's strategic direction and/or, adjustments of internal resources dedicated to claims functions may change. The claims adjuster working under this agreement should be prepared to administer a variable number of claims on an on-going basis, as well as to deal with surges of claims activity that might emerge from singular incidents.
	Response: NRMA has handled an influx of claims relating to major storm damage issues hitting many areas of the State. We can provide resources as needed to provide whatever level of claim assistance that would be required by the State of Nebraska.
3.	The State requires a qualified TPA partner capable of: **a.** Aligning with the State client-specific claims administration policies; **b.** Impacting quality of claims management to reduce the State's cost of claims; **c.** Maintaining a continuous improvement philosophy with regard to both the claims management process and regulatory compliance;

	d. Demonstrating flexibility and commitment to consistently improving talent level of their employees; and **e.** Delivering an identifiable, measurable and improved Return on Investment (ROI) to the State of Nebraska.
	Response: a. NRMA has currently in place Specific Handling Instructions for handling of claims as received under the programs for which the State has contracted a TPA to handle. A copy of those instructions follows behind TAB G. b. NRMA's goal is to work with the State Risk Manager and other State Agencies as needed to create better handling and most cost effective and controlled management of the claims that are assigned under the programs as noted which are under the State Insurance Fund and contracted for TPA Services. c. NRMA is well grounded in understanding public entity business processes in the State of NE. We work in evaluation of and making recommendation for conclusion of claims on a regular basis both under the State Tort Claims Act as well as the Political Subdivisions Tort Claims Act. We stay regularly updated on any legislation that may affect how claims are managed and handled and also have provided input to several legislative bills in that regard to regulatory compliance. Employees are actively encouraged and at times required to participate in training, workshops, seminars, computer support groups, and other educational opportunities paid for by NRMA. NRMA also has an active educational assistance program under which it provides staff with financial and educational assistance designed to enhance their skills to improve their productivity in their current position or to prepare them for another position. Under this program assistance has been provided to staff to obtain an undergraduate degree, take CPCU courses and tests, specialized training specific to their field, as well as other things. d. NRMA employees attend and continue to stay updated on the latest technological as well as basic claim handling process improvements and strive to have staff up to date at all times in all aspects of the claim handling process. e. NRMA will work with the various State Agencies that present claims for consideration to meet the necessary requirements of the State risk management program. Claims are full evaluated and vetted before any commitments to settlements or positions with respect to a denial of a claim is made. Claims are fully reviewed as needed with the State's Risk Manager to attain the best possible results for the State of Nebraska at all times.

F. BUSINESS REQUIREMENTS

Bidders should provide a response to each of the following contractor requirements in the space provided below.

1. TPA General Information

a.	Describe the TPA's code of ethics or business conduct policy. (Gift giving, corporate responsibility, etc.)
	Response: NRMA has adopted a Personal Conduct policy where the expectation is that all employees will adhere to the highest standards of personal and professional ethics. Per policy, Conflicts of Interest are also specifically prohibited, and all NRMA board members and staff must annually complete a Conflict of Interest Questionnaire and/or Statement, which documents are reviewed annually by the proper company officers and are also reviewed annually by NRMA's external independent auditor. Copies of that policy language and questionnaires/documents are attached to this RFP response behind Tab C.
b.	Provide the name of the TPA's auditor.
	Response:

	Thomas, Kunc & Black, LLP 300 North 44th Street, Suite 200 Lincoln, Nebraska 68503-3415
c.	Specify any governmental regulations in which the TPA is subject to, indicate compliance, and the personnel responsible for each.
	Response: NRMA is properly licensed by and has received a Certificate of Authority to operate from the Nebraska Department of Insurance as a third-party administrator pursuant to the Nebraska Third-Party Administrator Act (Neb.Rev.Stat. §§44-5801 et seq.) and is in compliance with all provisions of and rules/regulations promulgated under that Act. NRMA is required to file an Annual Report with the Department of Insurance providing all required information in order for that Certificate of Authority to be renewed. All NRMA staff are responsible for complying with these requirements, with ultimate responsibility for the same the responsibility of the NRMA Executive Director.
d.	What do you consider your biggest advantage(s) over your competitors? Please clarify, in detail, how your company's vision embodies this advantage. How will this benefit the State of Nebraska?
	Response: NRMA is a Nebraska based, public benefit non-profit company that provides services only to Nebraska public entities and Nebraska non-profits. NRMA is not owned by any other organization, nor is it an insurance company. The purposes of NRMA as outlined in its Articles of Incorporation including lessening the burden of government through the provision of educational, administrative, training and related support services to government entities/agencies and non-profit organizations in Nebraska, and their employees and providers, regarding risk management and insurance. NRMA has administered the State Insurance Fund program for over 12 years and have extensive experience dealing with the State Tort Claims Act as well as with the various State Agencies involved in the program administered by the State of Nebraska Risk Management office. Our overall experience in the prior hands on administration of the State Insurance Fund account and our knowledge of state agency functions would provide a great benefit in the continuity and reliability of the program administered by the State Risk Manager and her staff.

2. **Invoicing**

a.	Indicate TPA's EDI and/or Internet capabilities for electronic invoicing and fund transfer.
	Response: NRMA Check Registers are sent electronically for approval and funds can be transferred by the State electronically for issue of checks from the Account set up by NRMA to pay the claims from.
b.	Advance funding for the payment of claims will not be permitted. TPA must maintain an account with a bank authorized to conduct business in the State of Nebraska for ease of daily transfers and/or provide other arrangements such as a zero balance account.
	Response: When a weekly check register is approved by State Officials, funding can be sent electronically. Only when it has been determined that the proper funding is in the account to cover the checks issued for the week will those checks then be released to make payments. At that point, the checks would be mailed out.
c.	Describe TPA's ability and/or strategy to provide for the daily and/or weekly payment of claims.

	Response: NRMA creates check registers on a weekly basis for mailing to the contact points that would be required to approve the funding required.

3. Customer Service / Support Services

a.	Describe TPA's customer service and support capabilities (e.g. toll free number, customer service staff, etc.). Would a dedicated customer service team be assigned to the State of Nebraska's account? Provide the hours/days that this customer service team would be available to the State of Nebraska.
	Response: NRMA will provide a toll-free number for incoming telephone calls as well as a fax line for use in making contact for any customer service or claim reporting issues. All Notice of Loss forms can be set up to be attached as Word Documents that can be received via email to NRMA as well. Upon receipt of a new loss the claim will be immediately acknowledged via email and assigned to a handling adjuster within the office. Telephone contact numbers will be provided for any personal 24 hour contact that may be required. Time guidelines/requirements for setting up claims are that new claims are reviewed and an adjuster will be assigned to the claim upon receipt. The claim is set up in our RMIS within 1 working day of receipt of claim. Any catastrophic injury or death claims will be set up within that time frame or earlier if possible. NRMA also is working toward having the capability for customers to report online direct into the RMIS system.
b.	Describe the team that would work directly with the State of Nebraska during implementation and on an ongoing basis, indicate staff size, experience, turnover rates and licensing requirements.
	Response: The team that would continue to work with the State would be the same team that has predominantly handled the State claims under the direction of the State Risk Managers for several years. NRMA is a licensed TPA in the State of Nebraska and claims adjusters are within the State are not required to be licensed individually. Our overall staff is comprised of 17 individuals with extensive experience in working with public entities. Our turnover is minimal with the majority of the staff being with NRMA in excess of 10 years. The primary team that would handle the State of Nebraska account consists of: Pete Eiden, Property and Liability Claim Manager John Christensen, Property and Liability Claim Adjuster Bill Hilton, Property and Liability Claim Adjuster Also involved would be the following: Craig Nelson, Executive Director Tammy Neff, Information Systems Manager Andrea Thieman, Budget and Finance Manager Briean Thieman, Accounting Assistant
c.	Describe the knowledge and experience of TPA's typical service representatives. Describe the initial and ongoing training and certifications each employee completes. How will the TPA ensure service representatives stay current in the industry?
	Response: The three representatives that will comprise the primary response to State Claims—Pete Eiden, John Christensen and Bill Hilton--all have 25 or more years of experience in handling of Property and Liability claims and a combined total of just under 100 years of experience. A good deal of the experience has been with TPA accounts and in the handling of public entity claims.

	All three of the primary representatives that will handle the State Account have insurance certifications with two holding Associate in Claims (AIC) designations and the third has the CPCU designation as well as AIC. Employees are actively encouraged and at times required to participate in training workshops, seminars, computer support groups, and other educational opportunities paid for by NRMA. NRMA also has an active educational assistance program under which it provides staff with financial/educational assistance designed to enhance their skills to improve their productivity in their current position or to prepare them for another position. Under this program assistance has been provided to staff to obtain an undergraduate degree, take CPCU courses and tests, specialized training specific to their field, as well as other educational opportunities to enhance their professional skill set.
d.	Describe the TPA's commitment to quality and the philosophy/approach to client services.
	Response: As one of our core Values and Beliefs, NRMA is dedicated to maintaining a focused, assertive, timely approach to claims management and resolution. We strive to provide excellent quality in our investigations and overall operations at all times with the goal of obtaining the best results for our customer in terms of our recommendations for handling of each type of loss with agreed customer guidelines. Adjuster files are reviewed on a regular basis as a file report is generated in our RMIS system as an Executive Summary (internal reporting mechanism in the system) is reviewed by the Claims Manager to check and see that all needed work is being done on the file. On issuance of checks we have a system of checks and balances such that an individual inputting any check does not have the authority to process same and a check register is reviewed weekly before any checks are sent out. We have a similar system of checks and balances in place for reserve and settlement levels of authority within the claim life.
e.	Describe TPA's procedures for monitoring client satisfaction and participant satisfaction. How often will the TPA meet and/or conference call the State to review services?
	Response: NRMA would continue to regularly provide input and solicit feedback from the State Risk Manager on all aspects of the State Program. Specific Handling instructions for the program will be reviewed on an annual basis at minimum and additionally as needed. The staff handling State claims would be available to personally attend all State Claim Board hearings as needed as well as meet with the State Risk Manager or other agencies designated by her to discuss procedures for better processing of claims. A recent example was the Claim Manager being involved with a process management discussion with the Transportation Services Bureau on assisting them to better work in house with their state based clients that lease vehicles from that agency. We will also continue to weekly or on an as needed basis provide the information for the State Risk Manager to evaluate and authorize settlements or denials on the claims that fall under her authority under statutory guidelines.
f.	What checks and balances are in place to assure integrity and accuracy of the data?
	Response: NRMA will set up or modify currently existing Handling Instructions for all claim work assigned by the State in order to assure that data as provided is detailed and accurate. For Auditing controls, one example would be the cumulative paid claims for a period where checks would be issued would always be balanced and a request made to the State financing system for funding before any actual payments are released to vendors or claimants. NRMA also has experience working with and vetting a great number of the vendors that are utilized in processes of repair whether property or automobile and would continue to confirm that only the highest quality and most reasonably priced repairs are being completed.

We also have in house IT Staff that will review and update any controls with the RMIS system as needed to confirm that various levels or authority are maintained at all times within the management system in allowing for review of reserves and/or payments needed on any state claims processed.

g. Describe how the TPA's client services / quality assurance capabilities give the organization a competitive advantage.

Response:

NRMA has a good understanding of the levels of service that are required of the State from the prior 12 years of experience in handling the State Insurance Fund program as its TPA. We have also provided access to the RMIS system utilized to handle the State service requirements such that the Risk Management office has the capability of review of NRMA files online at any point in the claim process.

h. Describe and attach a flowchart of the TPA's compliant resolution and escalation process.

Response:

Should an issue arise within the claims being handled by NRMA and a complaint arise with respect to an individual claim handler it is first attempted to be resolved by the handler. The next level of review in the escalation process would be a review and contact from the Property and Liability Claims Manager. If the matter were still to be unresolved the next level resolution would go to the NRMA Executive Director.

i. Describe how volume surges and/or high volume is handled (i.e. during holidays, large storms).

Response:

NRMA has the capability to handle in house all levels of property or liability adjustments and appraisals. On any appraisals NRMA is not able to handle directly due to a sudden surge in volume or an immediate need for investigation at a remote location, we have Independent Claim Vendor relationships with several independent adjustment firm vendors to assist in evaluation of claims and damages as needed. We would guide and direct the activity requested from the independent vendor in consultation with the State Risk Managers office as well as any designated Agency contact for the State Agency that would be involved in the matter under investigation.

We will handle the majority of all task work with our in-house staff conducting field investigations. If it should become necessary to enlist services of an outside vendor to complete a task assignment or appraisal the scope would be initially outlined and agreed, with the State Risk Manager, along with providing an anticipated fee for the service. If an outside assisting vendor is utilized we would first submit a projected cost estimate for the State Risk Managers review and approval.

NRMA also has extensive experience working and coordinating efforts on major volume storms and larger claims with the State Excess Insurance Carriers and would provide notice to those insurance carriers as preset guidelines under the various Self-Insured Retention values are met or exceeded. Our staff would continue to work as liaison with the carrier to assure that the State is getting the full benefit of the coverage that is provided under the terms of the insurance coverages.

4. Service Level Guarantee

a. What are the processes in place to ensure acceptable quality?

Response:

NRMA has task based requirements set up within the Risk Management System that it utilizes for assuring an initial evaluation of a claim is completed. Then following that there are additional tasks set for diaries to post reports and diaries. The information can be designed for not only the primary user but also so that a Supervisor can review and assure that time frames and investigative work is being completed on a timely

	basis. When a file closes or a new report under diary is generated it is sent to the Supervisor for review as a double check. On a month end regular basis the Claims Manager reviews open file lists to assure that they are properly coded and that reserves and activity are properly being handled and recorded.
b.	What are the typical metrics associated with service level guarantees in this industry? What metrics would the TPA recommend using with the State and how would the TPA report on those metrics?
	Response: New claims are input and assigned to a claim handler within 24 hours. Contacts both with State employees and/or third- party claimants as may be required are made promptly upon receipt of claim for handling. Investigation is initiated immediately upon receipt of new claims being processed. A report is input to the claim system within 30 days outlining activity completed and steps yet to be taken. All notes are logged as work is done. Subrogation potential is reported on and documented as to what has been done or what needs to be done. The metrics can be reported on by development of reports from the Risk Management system that can provide needed detail to the State of NE Risk Management office for distribution to any other offices as needed. These matters can all be audited to determine compliance. Another metric could be service satisfaction, which is often measured by surveying the satisfaction of those who have frequent involvement in State claims activity and who interact with TPA staff.
c.	The State would like service level guarantees tied to implementation for both timeline and success. What metrics would the TPA recommend using and how would the TPA report on those metrics?
	Response: To the extent that this question focuses on implementation and success of the claims handling structure, since NRMA serves as the current TPA for the State for this category of claims, that structure is already in place and there is no further implementation, data conversion, or other steps necessary to continue to move forward. To the extent this question is broader than that, see response to 4 b. The service level guarantees that the State may need would be part of the set up of Handling Instructions for the account. These can be reported on via reports showing the time frames when various agreed goals would be met.

G. SCOPE OF WORK

Bidders should provide a response to each of the following contractor requirements in the space provided below.

1. Describe the TPA's experience with governmental liability claims adjusting.

a.	The following coverages are required: **i.** Property Liability **ii.** Automobile Liability **a)** Automobile Liability with Hot Pursuit **iii.** Commercial Crime **iv.** Terrorism **v.** Aviation **vi.** Foster Parent Liability
	Response: NRMA has hands on experience with Property Liability, Automobile Liability, Automobile Liability with Hot Pursuit, Commercial Crime and Foster Parent Liability claims as the current TPA for the State of Nebraska. Our staff also have extensive claims adjusting experience as the administrators of the Nebraska

Intergovernmental Risk Management Association (NIRMA) since its inception in 1988. That pool encompasses 81 member county's in Nebraska with claims similar to the ones noted for the State have been handled.
Along with the County Risk Pool we also handle all claims similar in type and complexity for the Nebraska Community College Insurance Trust (NCCIT) involving the six community colleges in the State.

Although we have not directly handled at this point in time Terrorism or Aviation claims I do feel that with the background and knowledge of our staff these could be handled properly and efficiently as well.

Property Liability – Claims handled have reached into levels from very minor to a major hailstorm claim covering multiple locations and exceeding a loss total of $3.5 million dollars. Also losses for fires ranging from minor to in excess of $2 million dollars at Tecumseh State Correctional Institution. Each of these claims has been handled by NRMA staff with assistance from Excess Carrier staff once the claims exceeded preset coverage levels.
Auto Liability - NRMA has handled complete and full investigations within the State coverage where many claims have resulted as recommended denials and going up to a level of negotiated and/or mediated settlement exceeding $2 million dollars.
Auto Liability with Hot Pursuit - NRMA has not only been involved in working on full investigation of these matters but successfully worked with defense counsel to properly evaluate and defend claims that are non-meritorius and have negotiated settlements of those where the parameters of the investigations clearly showed that settlement should be considered. These type claims have been handled for both the State and the County Risk Pool.
Commercial Crime - NRMA has handled claims under this coverage both where payments have been made as well as ones where not only were claims properly paid where loss occurred but we have assisted in recovering payments from the wrongdoers committing the acts.
Foster Parent Liability - This coverage is unique to the State and our staff is fully familiar with the coverages provided and has handled numerous matters both where payment was made as well as ones where payment based on terms of the insurance contract was to be properly declined.

b.

The following coverages may be added at the time of contract award or in the future. Describe TPA's experience with the following coverages:

i. General Liability
ii. Volunteer Liability
iii. Workers' Compensation
iv. Cyber Liability
v. Experience in other lines of coverage not listed.

Response:

As outlined in our prior response NRMA does work the claims for the County Risk Pool and for the Community College Trust as its TPA and we have handled General Liability, Volunteer Liability, and Workers Compensation claims. Our staff has also been educated on handling of Cyber Liability but we are fortunate to report that to date no claims have been submitted requiring us to activate that coverage investigation. We do have the capacity to provide Breach Response assistance and administer that type of claim however should the need arise.

We also have background and claim handing experience in employment practices liability, employee benefits liability and public officials liability claim handling should that be something the state would look at providing coverage for at some point in time.

2. Location

a.

Claims adjusters must be located in the State of Nebraska either in Lincoln, NE or Omaha, NE.

Response:

Our staff is wholly domiciled in our office located at 100 N 12th Street, Suite 200, Lincoln NE, 68508.

b. Describe the dedicated Nebraska team for claims handling.

Response:

The claims team that would handle the State of Nebraska account consists of the following individuals.

Property and Liability Service Team

Peter Eiden, AIC, Property and Liability Claims Manager

- 40 years claim handling experience
- Extensive experience handling claims under the State Tort Claims Act and the Nebraska Political Subdivisions Tort Claims Act.
- Experience handling claims for several companies as TPA with NRMA and also with GAB Robins as a Claims Manager and General Adjuster.
- Claim Manager for the Nebraska Intergovernmental Risk Management Association handling public entity claims for the risk pool
- NRMA – 13 years
- GAB Robins – 28 years
- Prior claims handled for NPPD and for some smaller
- REA utilities.

Bill Hilton, CPCU, Claims Adjuster

- 29 years claim handling experience
  Extensive experience handling claims under the State Tort Claims Act and the Nebraska Political Subdivisions Tort Claim Act
- Prior experience with TPA accounts
- NRMA – 9 years
- National Farmers Union – 12 years
- GAB Robins – 8 years

John Christensen, AIC, Claims Adjuster

- 25 years claim handling experience
- Extensive experience handling claims under the State Tort Claims and the Political Subdivisions Tort Claims Act.
- NRMA – 10 years
- Cincinnati Insurance – 12 years
- Allied Group – 3 years

3. Claim Intake and Set-Up Requirements

a. Ability for 24/7 internet claim report capability.

Response:

NRMA has toll free telephone and fax lines available for reporting of claims. We also have email which is monitored regularly. NRMA currently has their number on the user cards in all state vehicles with our contact number as the one to reach out to when an accident occurs to report same immediately.

b. Ability for 24/7 Toll free telephone / E-mail / Fax claim reporting capability.

Response:

This is currently provided for all TPA clients of NRMA.

c. Does TPA have an integrated system for intake and claims handling (system of record)?

Response:

	NRMA utilizes Origami Risk as its RMIS system for recording of all activity including financial, day to day notes and all direct file changes on the claims that it handles.
d.	Will TPA utilize a pre-agreed script / question-set supplied by the State to record required information for the report of any accidents/damages?
	Response: NRMA does have the capability to work with securing whatever detail is warranted for the proper handling of all claims. If there are specific items the state would require these can be identified and quantified in the Specialized Handling Instructions for the account.
e.	The TPA must use the State's claim number as the primary claim number. TPA may utilize their claim number as the secondary claim number. Describe ability for TPA to utilize State claims numbers as the primary claim number.
	Response: Currently the State utilizes claim number for only Tort Claims however NRMA would be willing to work with the State in designing a claim number system unique to the State if that would be deemed necessary.
f.	Describe if the TPA has the ability for users at the agencies to submit claims directly with the TPA. Will Risk Management receive a notification?
	Response: We can design with the assistance of the Risk Management office the ability for whatever agencies they would approve to have the capability of reporting claims directly to TPA. At all times NRMA would provide a copy of the claim information input information to the Risk Management office as well so they are aware of all claims that would be occurring. This is a process currently in place.
g.	TPA needs to have Record Only capability. **I.** Describe any limitations for coding and reporting on an incident in the TPA system.
	Response: There would be no limitation to setting up Record Only type incidents if that would be required by the State. The coding for same would need to be designed and agreed so that we would be able to institute the proper information into the risk management system.

4. Claims Handling Practices

a.	TPA must have robust, documented best practices for its liability programs.
	Response: 1. All new liability claims received are input into NRMA's RMIS within an agreed time frame with the State. Claims involving fatalities or major injuries will be immediately reported to the Risk Manager if claim is received from a source other than Risk Management office. 2. Adjusters will contact third party claimants within 24 hours of receipt of new claim file for their handling. 3. All claims will be fully investigated including statements from state employees involved as well as with the third-party claimants and any witnesses as needed. 4. Upon receipt of any inquiry pertaining to liability from a third party where a Tort Claim has not as yet been submitted NRMA will explain the Tort Claim process and assist in providing the proper forms for claims to be filed with the Risk Managers office to meet the requirements of the State Tort Claims Act. 5. Files will have an initial reserve posted when file is set up and reserves will be evaluated and

	adjusted within 15 days if there will be a significant change in the reserve. 6. All notes will be recorded on files investigated as they work is being done to keep file content up to date. 7. File diary will be established so a claim is reviewed and reported on within 30 days unless the severity requires an earlier reporting date. 8. NRMA reports claims to Excess Carriers immediately upon the investigation showing that the claim has either the potential to exceed the client SIR or based on pre-determined parameters involving certain types of either liability or damages. 9. NRMA will provide reports on all liability Tort Claims to the State Risk Manager for approval or processing to the State Claims Board hearings. 10. Settlement negotiations will only be undertaken upon granting of authority for the State Risk Manager or the State Attorney Generals office.
b.	TPA must be able to provide reporting against compliance with TPA best practices claims handling.
	Response: NRMA can provide reporting with respect to the aspects of best practices claims handling as needed.
c.	The State requires TPA will integrate the State's service instructions if there are any deviations from TPA best practices.
	Response: NRMA currently works with a set of Specialized Handling Instructions that have been agreed with the State Risk Managers office. Any revisions are first supplied to or by the Risk Management office for review and we seek to update at least annually any changes that may be needed.
d.	TPA must provide a description of the TPA system functionality, capabilities and controls that support the TPA best practices.
	Response: NRMA's RMIS system allows for all information to be stored electronically such that it can create a paperless file. All incoming documents or media can be directly attached to the file and all notes are stored within the file. There are levels of control within the system that allow for various levels of authority to be granted for setting reserves and issuing payments. Individuals that input the information for checks to be issued do not have the authority to print and sign checks so there is a complete check and balance system in that functionality. Reserve levels are generated based on preset levels and can be modified as needed for complete review controls. Tasks are posted in an online dashboard for each claim handler showing that a new claim is available requiring initial evaluation and the items cannot be taken down unless activity has been undertaken. Tasks are also posted for initial file reporting and can be designed for any task that needs a date attached to it. Reports can be generated to show that the guidelines which are set as best practices are being met.
e.	TPA must provide loss investigation and claims adjustment services, pursue subrogation claims, and evaluate repair estimates involving claims.
	Response: Files will be assigned to an adjuster as received. Investigation of each claim will begin immediately upon report of the claim. Recorded statements will be taken on initial contacts as allowed by the party being contacted. All additional file investigation will be conducted to meet timelines as agreed with the State Risk Manager. Claims handling staff will work with agencies to obtain repair estimates for all types of claims handled. The repair estimates as well as vendors providing them will be fully analyzed before commitments are made with respect to repairs. We also will work with state agencies as needed to confirm that any state required

	statutory bidding guidelines are met on major real property losses. NRMA will handle all subrogation and attempts at recovery with in- house adjustment staff. We will first make direct attempts at recovery on behalf of the State. If it should become necessary to enlist legal service to secure a judgment we will look to the State Risk Manager or Attorney General's office for direction and guidance. We will provide them with our opinion on the potential for recovery and assist in the continued attempts to secure recoveries. NRMA Claims Staff has contacts with Cause and Origin individuals and firms that we can recommend for assistance on Cause and Origin investigations for both liability and property losses as needed. We would definitely be recommending utilization of such experts on any claims that may involve serious injury or death or on any major structural damages that might occur from unanticipated claim events. Utilization of outside experts including any potential engineers as needed would be made with recommendation first to the State Risk Manager and proceeding only upon the approval of the retention of the professional.
f.	All settlement authority must come from the State Risk Manager.
	Response: NRMA is familiar with this process and will continue to proceed on settlements of Tort Claims only upon the approval of the Risk Manager.
g.	TPA must be able to provide reporting against compliance with the State's service instruction requirements. **i.** The State will request a description of the ability of the TPA system to be customized around the State's service instructions and requirements as determined by the State.
	Response: NRMA currently provides monthly, quarterly and as requested reports. The RMIS also allows for ad hoc reports that can be run by the individual user and exported into Word, Excel or a PDF format. Additional reports can be designed and provided upon request.
h.	TPA must be able to assign claim to a claim adjuster within 24 hours of reporting from the claimant. If the TPA response time is greater than 24 hours, describe policy for response time.
	Response: NRMA has the capability of seeing that a claim is assigned to a claim adjuster within 24 hours of receipt from the State.
i.	TPA must have the capability and willingness to vigorously pursue incident investigations, locate witnesses, and respond to the scene of an accident on a 24 hour basis is desired. If the TPA response time is greater than 24 hours, describe policy for response time.
	Response: NRMA does have the capacity to respond in this manner. Depending upon location of the loss within the State the initial site investigation may require assistance of an independent outside investigator for which authority would be sought from the State Risk Manager before employing.
j.	TPA should indicate the degree to which the adjustment staff will utilize "telephone" versus "field" adjustments.
	Response: NRMA will on the majority of all property losses intend to handle those on a field inspection and adjustment basis. Our adjusters our well qualified to prepare needed scope of damages to use in securing proper estimates form vendors and to reach agreement on extent of work needed to complete proper repairs. On liability claims where warranted NRMA claim adjusters will look to make field site investigations and

	meet with individuals involved in person. Smaller claims wherein staff can obtain needed statement over the telephone for minor vehicle damages such as from Road Departments spreading gravel and cracking a windshield or similar smaller Tort Claims that are filed will be handled via telephone and electronically as much as is possible.
k.	TPA must have capability to obtain recorded statements from claimants.
	Response: NRMA fully has that capability with all claims staff that would work on the State account.
l.	TPA must not have limitations for saving and storing all types of media, including sound files, pictures, and video. Describe file saving policy, including purging of files.
	Response: NRMA has the capacity to save all media as part of its file with the RMIS. We can store photographs, recorded media and all manner of scanned documents. NRMA will save files as required by the State under the document retention guidelines for file saving or as requested and agreed per any other procedure that would be identified and agreed upon with the State of NE Risk Manager.
m.	TPA must maintain a claims management information system capable of producing monthly and on-going annual reports of the State of Nebraska's claims activity to facilitate analysis of claims data for actuarial reporting and projections, operational and cost allocation and budget management issues. **i.** Claims data should be in a format that can be electronically transferred into Microsoft Excel application. It is desired that as a minimum the following data will be available in a singular report that allows data sort for analysis purposes: **a)** Claim type (i.e. Bodily Injury, Property Damage, Subrogation); **b)** Line of Coverage (i.e. Automobile Liability, General Liability); **c)** Date of incident, date received by claim adjuster, dates of payments, date claim closed; **d)** Claims status and adverse parties to claims; **e)** Summary of incurred and paid claims, including amounts of claims, based on year of incident, as well as date of adjudication; **f)** Summary of claims experience, by State Agency, as well as types and amounts of claims arising from incidents from each State Agency. **g)** Estimate reserves for all open claims.
	Response: This reporting can be prepared and submitted as needed to the State.
n.	TPA must maintain a separate file for each reported claim, and shall be made available to the State for review and inspection on request.
	Response: NRMA sets up files for individual claimants and on property for individual claim incidents. These can be combined into a single occurrence file as needed as an example should multiple agencies have damages in a single storm situation.
o.	All investigative photographs and videos must be able to be sent and received electronically.
	Response: NRMA has the capability to handle media in this manner.
p.	TPA must be able to utilize outside investigator/attorney representatives to investigate on catastrophic and serious claims, subject to the approval by the State.

	Response: NRMA has been doing this for multiple years under the current contract and will continue to do so with prior approvals provided by the State Risk Manager.
q.	TPA will allow the State to have approval authority for the selection, assignment, and management of any external investigator or vendor, on any given claim.
	Response: NRMA is willing to work with the State approved vendors as is deemed appropriate.
r.	Arrange for expert services including but not limited to professional photography, independent medical examinations, professional engineering services, etc. only with prior approval by the State.
	Response: NRMA can provide this service and will as needed provide input for review by the State Risk Manager as well as seek approval of same before retaining any such expert.
s.	Outside claim investigation costs must be billed as an allocated loss expense and coded to the specific claim file. The TPA must receive authorization from the State before services are provided.
	Response: NRMA has the ability to process allocated loss expense as requested in this requirement.
t.	Identify the standard financial categories used within the TPA's data set to track claim costs.
	Response: The standard categories are Bodily Injury, Expense, Property Damage and Legal. There are also separate categories for Recoveries and Excess Insurance.
u.	The State must be able to determine what claims will be reported to the Central Index Bureau and the re-indexing requirements and timeframe, on an as needed basis or once re-opened. i. All bodily injury claims must be reported to the Central Index Bureau. ii. Conduct Central Index Bureau searches for repeat claimants. iii. Conduct additional Central Index Bureau searches at the request of the State.
	Response: In the prior contracts with the State and during the duration of the time that NRMA has been working as the State TPA this has not been a requirement and as such we are not a member of the Central Index Bureau. If the new contract granted should require this NRMA would be willing to look at doing so upon agreement of costs with the State.
v.	Assist the State in fulfilling its Medicare beneficiary reporting obligations under Medicare, Medicaid, and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7) and (8), by performing the following reporting services: i. Electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications. ii. Report directly to CMS on behalf of the State of Nebraska as an Account Designee (reporting agent), as such term is defined in the recently published CMS Non-Group Health Plans (NGHP) User Guide (currently January 2017). iii. The State will be considered a Responsible Reporting Entity ("RRE") as that term is defined in MMSEA Section 111 as set forth in 42 U.S.C. §1395y. The Claim Adjuster will assist the State as follows:

	a) As the custodian of the original claims information developed by the cases assigned to the Claim Adjuster, or upon receipt of claims information from the State, serve as an authorized Account Designee for the State. As an Account Designee, prepare and submit files to CMS in accordance with the requirements of the CMS Specifications. b) Prepare CMS Medicare beneficiary required data files and submit them to CMS or otherwise forward them as instructed by the State. **iv.** The TPA shall be responsible for payment of any and all fines assessed to the State in regards to compliance with the Medicare beneficiary reporting requirements of MMSEA and related Acts that result from the negligent acts or omissions of the claim adjuster except to the extent that: a) Such fines or penalties are the direct result of specific direction given by the State or the actions or omissions of the State; or b) The Claim Adjuster did not receive information from the State that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of such reporting requirements.
	Response: NRMA will provide the needed inputting of information for Medicare to provide a CMS Report that will advise the Medicare eligibility of any claimant. We will work with CMS should an individual be deemed a beneficiary to confirm that claims are properly handled to conclusion with any potential beneficiary. This has been part of the handling of claims under the current contract by NRMA, albeit under an addendum to the current claims service agreement which would need to be the case if the State wishes to continue to contract with NRMA for this service.
w.	TPA must be available for meetings, at the State's discretion, in the analysis of claims to improve safety and loss control.
	Response: NRMA has its office in Lincoln and is available on an as needed and agreed basis to meet with the State Risk Manager or agencies she may designate as needed to review such matters.
x.	Identify the standard financial categories used within TPA's data set to track claim costs.
	Response: The standard categories are Bodily Injury, Expense, Property Damage and Legal. There are also separate categories for Recoveries and Excess Insurance.
y.	TPA must be able to present claims to the State Claims Board, whenever requested by the State.
	Response: NRMA is familiar with this process as all claim staff that will be handling the claims for the State have at some point in time reported at one of the quarterly State Claim Board hearings.
z.	Recommend claims reserves for each claim and provide a continuous review and updating of reserves to reflect changes of conditions. Reserves shall be reviewed and updated on at least a monthly basis.
	Response: NRMA has the capacity to provide this information and to handle the regular review and update. This is part of our monthly analysis done by the Claim Manager in review of month end open claim reports.
aa.	TPA will have system controls and safety mechanisms for reserve and settlement authority that can be tailored by claim adjuster, claim type, and specific claim criteria.
	Response:

	These are set forth in Policy and Procedures for claim handling and are set in the RMIS system so adjusters can only input either reserves of payments only to their level of authority. When levels of authority exceed an individual adjuster level the system moves the claim up to next level management review for approval and implementation.

5. Litigation

a.	When requested by the State, pursue subrogation actions to collect State costs arising from claims against the other parties for damage to State properties; make recommendations regarding salvage matters.
	Response: NRMA will pursue recoveries up to the point where direct recovery attempts are unsuccessful. If direct attempts at recovery are ineffective NRMA will look to the State Risk Manager and / or the State Attorney General office for additional recovery efforts. NRMA will maintain a listing of salvage vendors from which bids can be solicited to at all times effect the best possible recoveries for the state which can be applied as recoveries against gross loss amounts.
b.	Coordinate investigations on litigated claims with the Attorney General's Office and with claims adjusters and attorneys of excess insurance carriers, if any, as required. The Attorney General's Office will conduct all litigation and will coordinate activities with other attorneys retained by the Attorney General's Office to litigate on behalf of the State.
	Response: NRMA will work with the Attorney General's office and any assigned Special Assistant Attorney General as appointed to assist in litigated matters. We have also reported on claims within the SIR or reporting guidelines of the excess insurance carriers to them as needed. NRMA handles all file work through conclusion of the file or conclusion of litigation as the case may be. If a claim is litigated we prepare a complete copy of our investigation file for defense counsel that would be approved by the State Attorney General's office or for that office direct if they will be handling the litigation. Once the claim is in the hands of counsel we continue to take a hands-on approach and remain involved in the process to reach agreement on any additional work that is required to defend the claim. If field work is required beyond the initial investigation we will continue to handle that as well. A file is not closed until all aspects of litigation are closed out. We do have a standard letter of retention and referral that we use to assign cases that outline the scope of service to be provided, procedures to follow, a request for budget and timelines for specific reports including an Initial Report, Liability Report and any Pre-Trial Reports. All invoicing received from defense counsel is carefully audited to confirm work meets the requests that were been made. Defense firm billings are paid on a once a month basis and a report on their service can be provided as needed.
c.	Coordinate with State's Workers' Compensation TPA in establishing liens and protecting the State's subrogation interests when an assigned liability claim involves injury to State employees.
	Response: On claims where first party damage occurs and we also have knowledge that an injury exists with respect to a state employee from an accident activity for subrogation will be coordinated with the State Worker's Compensation TPA. NRMA has handled several cases where the Workers Compensation TPA has also been involved and coordinated recovery efforts with them.
d.	TPA must have a process for coding claims with subrogation potential and provide reporting that identifies the status and recovery on subrogation efforts, regardless of who performs the services.
	Response:

	NRMA can provide coding for such claims as would be needed. All NRMA files will remain open until a final resolution of a subrogation claim is made or we would be directed by the State Risk Manager or Attorney General's office to abandon and close out any further attempts at recovery.
e.	Subrogation expenses, regardless of who performs the services, is to be billed directly to the claim file. The use of outside counsel requires prior approval from the State.
	Response: NRMA can meet this requirement.
f.	Serve, as needed, as a witness on behalf of the State in the course of litigation and/or, other legal processes for the adjudication of various liability claims.
	Response: Claim staff have provided this service. We have also attended depositions and mediations either in conjunction with State personnel or as representative of same.
g.	The State requires TPA to utilize and adhere to the State's litigation management guidelines per Nebraska State Statutes.
	Response: NRMA will work within all statutory guidelines with respect to any claims in litigation.
h.	TPA must maintain an up-to-date litigation calendar that is made available to the State upon request.
	Response: NRMA can provide this information. Under the current handling of the State Account a quarterly report on litigation as well as regular updates have been provided to the State Risk Manager and, as needed, to any Excess Insurance carrier.
i.	Litigation expenses reserves will be posted in claim file, and TPA must be able to provide payment detail reports on expenses paid on litigated and attorney representation matters.
	Response: This information can be provided on an as needed basis.
j.	TPA must have the ability to code on all aspects of litigation and attorney representation claims.
	Response: Coding as needed can be designed and reported on for the State.

6. Compliance / Caseloads

a.	TPA must have a diary process that supports multiple diaries and customization based on claim severity or action steps.
	Response: The NRMA RMIS system allows for multiple tasks to be set with diaries attached to each task. This provides for assurance that depending on the severity level of a claim it is regularly being reviewed and

	evaluated to assure the highest quality result for the conclusion of a claim.
b.	TPA system should have system functionality that prompts action plan updates to the claims adjusters.
	Response: When tasks are recorded on a claim within the RMIS each claim handler has a customized Dashboard that pops up. A primary focus of the Dashboard is a My Open Task bar which shows what tasks are due for a specific day. This insures that the claim handler is regularly responding to his needed Action Plan tasks.
c.	TPA system should be able to be customized based on the State service instructions.
	Response: NRMA has the capability to work with the State on setting up such instructions.
d.	TPA must have controls where the claims adjuster is not able to modify supervisor diaries.
	Response: Each claim handler is only able to modify his own duties. The Claims Manager or Executive Director is the only one that can modify any duties of claim handlers under the supervision.
e.	Supervisory reviews must be completed on every open file in accordance with the State's service instructions.
	Response: NRMA can meet this requirement upon first reaching an agreement with the State on the instructions for handling.

7. Personnel

a.	TPA will consult with the State before assigning or making changes to key non-claim adjuster positions.
	Response: NRMA will agree to consult with the State prior to making any personnel changes however reserves the right to hire and retain employees based on its own proper evaluation and review of candidates for open positions within the organization.
b.	TPA must advise the State immediately of any change to assigned claim adjusters with a rationale for the change and a replacement solution.
	Response: See response to 7. a.
c.	TPA must demonstrate a process for managing through turnover and transition.
	Response: NRMA will affirm that it is able to continue the handling of the State account with whatever changes in personnel it may from time to time need to make. Of note is the fact that the continuity is well documented that claim staff handling this account have remained constant throughout the majority of the contracts handled by NRMA for the State, and it has been entirely the same claims staff since 2008.

d.	TPA must demonstrate a process for managing volume surges and/or high volumes.
	Response: NRMA will handle as it has in the past 12 years any volume surge or high claim numbers with its in house staff and will as needed with the prior approval and consent of the State Risk Manager retain outside independent claim staff to assist in an as needed basis should volume become exceptionally high.
e.	The State requires TPA to have an onboarding and maintenance plan for claim adjusters that will include training to ensure familiarity with the State business.
	Response: Should a new adjuster come on board that would handle any portion of the State Account that individual would be trained on the Handling Instructions for the State Account. When changes are made currently and agreed on the account, internal meetings or memorandums are generated within NRMA to be sure the guidelines to meet are understood fully.
f.	TPA is required to demonstrate an expertise around State regulatory and legal issues that may impact the State.
	Response: NRMA is extremely familiar with the State Tort Claims Act, the Pursuit Statute for high speed chases and similar regulatory issues for claim handling including bidding and payment requirements.
g.	TPA must be efficient in communicating legal and regulatory changes in order to keep staff and the State current.
	Response: This is accomplished through regular memorandums and meetings when changes are put into effect that pertain to the State account. Similar regular contact is made with the State Risk Manager including input to that office for revisions to Legislative Bills with respect to working to more efficiently and properly handle Tort Claims that are reviewed and handled through her office.
h.	TPA will provide on-site training to the State employees in coordination with Risk Management.
	Response: NRMA will respond to this as may be needed or requested by the Risk Management office.

8. Account Management and Stewardship

a.	The State requires a dedicated Account Manager who acts exclusively on the State account, is a single point of contact for the State of Nebraska, and is an advocate on any and all issues involving the State.
	Response: The State Account individual dedicated to maintaining updates and coordinating any changes with Handling Instructions for the day to day handling of files for the State will be the Claims Manager for NRMA.
b.	The Account Manager must be able to travel per the request of the State Risk Manager at no additional cost to the State.
	Response:

	NRMA is willing to meet this requirement in conjunction with an agreement on the request as made by the State Risk Manager.
c.	The Account Manager must have ultimate responsibility within the TPA for execution of the program, regardless of their position within the TPA.
	Response: The Claim Manager will have responsibility to meet with the State to execute and agree on Handling Instructions for the Account. Any and all changes to the actual Contract with the State must be directed to and agreed to with the Executive Director for NRMA.
d.	Account Manager will meet with the State's Risk Manager at least quarterly to review and resolve open items, or upon request of the Risk Manager.
	Response: NRMA can meet this requirement as requested by State Risk Manager.
e.	Who would be the backup on the State's account when the account manager is unavailable?
	Response: Another member of the Claims handling staff to be agreed to and designated as needed with input from the State if that is a prerequisite.

H. TECHNICAL REQUIREMENTS

Bidders should provide a response to each of the following contractor requirements in the space provided below.

1. Architecture

a.	Describe any other tools required to maintain and operate the software (include any additional hardware, software, monitoring tools, turning tools, version control tools, code libraries, etc.)
	Response: Origami Risk is a cloud-based, Software as a Service (SaaS) solution that does not require any additional hardware or software to access. Origami can be accessed from any modern web-browser (IE, Chrome, Firefox, Safari) as well as mobile devices (Apple, Android, etc.).
b.	Describe any provisions in the software to accommodate failover, availability, scalability, disaster recovery and reliability.
	Response: Built using Amazon's cloud, Origami can add processing power and storage on demand to easily handle peak performance times and scaled back down when no longer needed. Origami is deployed with a redundant architecture that uses farms of load balancers, web servers, reports servers and application servers. A single failure in any of those servers generally doesn't result in any down time for Origami users. Origami's database server is deployed with real time database mirroring. If the primary server fails, the secondary server can take over the database operations. These server farms and mirrors take advantage of Amazon's Availability Zones, providing for isolated environments that result in higher overall availability.
c.	Define any open source software used in the platform. Also, please confirm that TPA provides indemnification and support.
	Response:

	Origami leverages open source solutions in a limited fashion. These solutions are carefully evaluated to understand the applicability to bundling them into a commercial offering. Origami does not require you to obtain any additional third-party licensing to use our system. However, we do have third-party relationships for the operation of the system. For example, Origami Risk uses SQL Server RDMS and Microsoft .Net application server infrastructure, as well as Logi Analytics and Fusion Charts for analytics. This combination of software is proven in countless large-scale processing environments that far exceed the RMIS computing requirements of your organization or even that of Origami Risk as a whole. Origami Risk possesses full ownership and/or proper licensing of all proprietary and third-party software. NRMA does provide software support and has addressed indemnification provisions previously in section II.J

2. Desktop Access

a.	What types and levels of browsers are supported, and with what desktop operating systems?
	Response: Origami is browser and operating system agnostic. It can be accessed from any modern web-browser (IE, Chrome, Firefox, Safari) as well as mobile devices (Apple, Android, etc.).
b.	Will TPA have unique technology requirements for the State's system access?
	Response: No. Access will be by internet browser listed in 2 a.
c.	What types of tablets and mobile devices can access the software?
	Response: Origami works on any mobile device with an internet connection. The user experience is better on a tablet, but the system is entirely functional from a smaller mobile device such as a smartphone.

3. Integration and Interfaces

a.	Describe any communication (e.g. ODBC) and data (e.g. XML, Edi) standards that are supported for the proposed product to interface with outside organizations/providers.
	Response: As a hosted, SaaS solution, Origami does not allow direct access to the database to any client users, but we do provide tools to allow for querying and data extract, and do allow for API interfaces to either populate or retrieve data.
b.	What integration tools and technologies are provided to support conversions, interfaces and the transformation to data?
	Response: No data conversion is necessary
c.	What email product (e.g. MS Outlook, Office 365) is the proposed software certified to support, especially as it relates to workflow?
	Response:

	Emails can be sent from Origami and claims and related file information can be entered into the system via email. All email integrations are agnostic to your email platform and will work with Outlook or other systems.
d.	What integration does the proposed software provide to desktop productivity software applications (e.g. word processing, spreadsheets)?
	Response: File Attachments: Users are able to easily upload files directly from their computer or any shared drives. Origami accepts any file format and can easily upload large file sizes. Documents, photos, and videos can all be added to the claim record through simple drag-and-drop functionality. All attachments will remain in their native format (including Word, Excel, PDF, JPEG, TIFF, etc.). Imports from Excel (and CSV) - Nearly all entities in Origami (claims, incidents, locations, contacts, etc.) may be imported from an Excel format using Origami's Data Import Center. Exports to Word and Excel (and PDF) – Nearly every record or record list (single claim or list of claims for example), as well as nearly every report created in Origami provides the ability to be exported to Word, Excel, and PDF formats. Mail Merge: Custom forms can be automatically populated, attached, and/or emailed using Origami's mail-merge for Word Documents. A video demonstration of our Mail Merge functionality can be found at the following link: https://live-tv.origamirisk.com/OrigamiTV/Video/MailMerge Custom Formulas: One unique feature of custom templates in Origami Risk is the ability to create custom formulas. Formulas in Origami allow you to perform calculations based on the values of one or more fields, in order to present the data exactly the way you want it. These formulas carry over completely intact when reports based on custom templates are exported to Excel, preserving the full functionality of the spreadsheet if any additions or edits are applied in Excel.
e.	Are there an EAI middleware / SOA approach to data integration? If so, describe?
	Response: Origami Risk offers a SOAP-based API for access to certain modules within the system. Origami Risk offers an extensive web services API and also provides on screen automated file import/export tools to facilitate system integrations of varied complexity and frequency. Some systems we have frequently interfaced with include financial systems (outbound) for check printing, financial systems (inbound) for payroll information or for check reconciliation, HR data, legal systems, medical bill review, and more.
f.	Does the system integrate with typical call center functionality (ACDs, screen pop ups, etc.)?
	Response: Yes
g.	What connection methods does TPA support for data to and from the system?
	Response: Origami uses secure FTP with 256-bit encryption. We also allow uploads via the Origami user interface, over https, and allows for secure web service connections.
h.	Define how the State's data is secured when transmitted. Is encryption supported for transfer of data? What type?
	Response: Origami Risk is contractually obligated to protect our client's data from being seen by unauthorized persons.

To that end, we have an Origami Risk Data Security document which describes our data security practices in detail. The following bullets provide an overview of that data security.

- Encryption of transmitted data – by contract with our clients, private data sent to Origami must be sent in an encrypted file, or minimally, sent over an encrypted channel (https/ftps/secure email). When Origami Risk transmits files containing client data, the files are encrypted.
- Encryption of data at rest – any data stored on temporary devices, including drives, laptops, desktops, and servers must be encrypted when at rest. If unencrypted data is required for processing and analysis, it must be removed immediately.
- Encryption of data in our database – all client databases will be encrypted using database encryption technology.
- Direct database access within the Origami Database will be restricted to Origami Database Administrators who need access to carry out activities on behalf of the client.
- All server and database logins will require strong passwords.
- Claim, transaction, and notes data sent to the Origami Risk FTP site must be encrypted using at least 256-bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk stores files on a secured file system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

4. Security and Access

a. How is security addressed in the product (include menu and screen access, individual, role, or group based access, database vs. application access control, and standard security reports)?

Response:

At a high level, hardware required to host the Origami system includes Firewalls, Load Balancers, Web Servers, Application Servers, Database Servers, Storage Area Network infrastructure, and FTP servers.

Origami Risk is contractually obligated to protect our client's data from being seen by unauthorized persons. To that end, we have an Origami Risk Data Security document which describes our data security practices in detail. The following bullets provide an overview of that data security.

- Encryption of transmitted data – by contract with our clients, private data sent to Origami must be sent in an encrypted file, or minimally, sent over an encrypted channel (https/ftps/secure email). When Origami Risk transmits files containing client data, the files are encrypted.
- Encryption of data at rest – any data stored on temporary devices, including drives, laptops, desktops, and servers must be encrypted when at rest. If unencrypted data is required for processing and analysis, it must be removed immediately.
- Encryption of data in our database – all client databases will be encrypted using database encryption technology.
- Direct database access within the Origami Database will be restricted to Origami Database Administrators who need access to carry out activities on behalf of the client.
- All server and database logins will require strong passwords.
- Claim, transaction, and notes data sent to the Origami Risk FTP site must be encrypted using at least 256-bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk stores files on a secured file system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

The Origami system provides role-based security access control to all areas and features within the system. Logins are associated with data access roles as well as system feature roles. All roles can be configured by administrators via an intuitive user interface. There is no limit to the number of roles that can be used. Examples of some roles include Administrative User, Incident Only User, Check Approver, View Only User, etc.

Any access to Origami requires a unique User ID and Password. Passwords must adhere to configurable password security rules including minimum length and complexity. User passwords are encrypted in the Origami database using a one-way SHA-1 hash algorithm.

System access for an individual user account is locked out user after 5 unsuccessful login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account.

Origami includes sophisticated password restrictions, controls, and tracking capabilities. Password security is configurable to comply with your unique security requirements, with features such as the following:

- Expiration Days (the number of days for which a password is valid)
- Password reuse prevention via retained history of user's previous passwords
- Minimum Password Length
- Password must contain Alpha/Numeric/Symbol/Mixed Case
- Password can't contain username

The Origami system logs all changes performed in the system, with details of what changed as well as when and by whom the changes were applied.

Besides the physical and network security measures described above, we also use the following additional security measures:

- Virus Protection – Origami servers are equipped with virus protection software and updated regularly.
- Vulnerability Testing – Origami conducts Vulnerability Testing using third-party tools in order to assess the vulnerability surface area to web-based attacks to the application including Cross Site Scripting, Cross Site Request Forgery, and SQL Injection. Origami follows best practices in development to prevent vulnerabilities and minimize the surface area.
- Operating System Security Patches – Origami servers undergo quarterly operating system updates which include security patches. In addition, any urgent security patches are assessed by Origami staff. If the threat is immediate, an emergency patch can be installed with the agreement of the Origami Release Team.

b.

How does the product support integration of authentication (single sign-on) and authorization (role-based)?

Response:

Access to Origami Risk requires a unique User ID and Password. Passwords must adhere to configurable password security rules including minimum length and complexity restrictions. User passwords are encrypted in the Origami database using a one-way SHA-1 hash algorithm.

The Origami Risk system provides role-based security access control to all areas and features within the system. Logins are associated with data access roles as well as system feature roles. There is no limit to the number of roles that can be used. Examples of some roles include Administrative User, Incident Only User, Check Approver, View Only User, etc.

Data access roles in Origami prevent users from accessing data they are not entitled to. This is typically setup on a member, line of business, or location basis. Data Access roles are assigned a group of records that the role has access to. Origami Service has implicit checks built into the middle-tier to ensure that no data can be returned to users who don't have access to it.

	System access for an individual user account is locked out user after 5 unsuccessful login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account. Origami includes sophisticated password restrictions, controls, and tracking capabilities. Password security is configurable to comply with your organization's unique security requirements, with features such as: • Expiration Days (the number of days for which a password is valid) • Password reuse prevention via retained history of user's previous passwords • Minimum Password Length • Password must contain Alpha/Numeric/Symbol/Mixed Case • Password can't contain username Origami supports the use of Single Sign-On (SSO) authentication for system access, utilizing the SAML 2.0 standard. Origami can communicate with an external Identity Provider such as your Active Directory infrastructure. Additionally, Origami clients can take advantage of "OAuth" user authentication from various providers, such as Google and Facebook, etc., for single-sign on capabilities. The use of an external Identity provider ensures that only user accounts approved the State will be allowed to access the Origami system.
c.	Describe the product's access audit capabilities.
	Response: Origami tracks the time, date stamp, and the user making the change, as well as the previous and current value when a change occurs on any specified record. There is also a Claim Timeline available directly from the claim screen which quickly extracts key information about the claim, including all transactions, adjuster notes/tasks and a history of all changes on the claim.
d.	Does the system provide a complete audit trail of internal changes and traceability to individual users?
	Response: Origami tracks the time, date stamp, and the user making the change, as well as the previous and current value when a change occurs on any specified record. There is also a Claim Timeline available directly from the claim screen which quickly extracts key information about the claim, including all transactions, adjuster notes/tasks and a history of all changes on the claim.
e.	Please provide the administrative, technical and physical safeguard certifications for hosted solution.
	Response: Origami Risk maintains compliance with the following standards, attesting to our commitment to provide world class security: • SSAE 16 SOC 2 – This refers to a reporting framework created by the American Institute of Certified Public Accountants (AICPA) that assesses the controls of service companies such as Origami Risk. Origami's SOC 2 report, prepared pursuant to an independent third-party examination, demonstrates how Origami Risk achieves compliance with important controls related

to security and confidentiality. Origami's SOC 2 report contains a description of its controls environment and an external audit of its controls that meet the AICPA Trust Services Security and Confidentiality Principles and Criteria. Origami Risk's service is audited under this framework on an annual basis by an accredited firm.

- FISMA – Origami Risk is compliant with security controls based on NIST 800-53 Revision 4 and has received Federal Information Security Management Act (FISMA) Moderate System Authorization and Accreditation. In addition, the Origami Risk service has received Authorization to Operate (ATO) by a federal authorizing agency.
- HIPAA Security Rule – Compliance with NIST 800-53 allows Origami Risk by way of existing security controls to meet security requirements established by the HIPAA Security Rule. NIST issued SP 800-66, "An Introductory Resource Guide for Implementing the HIPAA Security Rule," which documents how to implement the HIPAA Security Rule using NIST publications on information security.
- EU-U.S. Privacy Shield – Privacy Shield is a framework designed by the U.S. Department of Commerce and the European Commission to provide companies with a mechanism to comply with EU data protection requirements when transferring personal data from the European Union to the United States. Origami Risk has joined the Privacy Shield Framework and has self-certified to the U.S. Department of Commerce that it agrees to adhere to the Privacy Shield Principles. Evidence of this certification is available at https://www.privacyshield.gov/.

5. Disaster Recovery (DR)

a. Does TPA have a DR Plan?

Response:

Origami Risk's servers and data are housed within the Amazon Cloud platform. This platform is composed of infrastructure that spans multiple locations geographically. This infrastructure provides a highly redundant and reliable environment that's been proven.

Since it's running in the cloud, Origami does not maintain physical servers that can fail or be lost to disaster. Instead, Origami keeps images of servers in the cloud environment and keeps client data in the database.

Origami keeps images in secure storage, backed up within Amazon's environment. Origami archives images for database, web and application servers. Server failures caused by hardware faults or software corruption will trigger a recovery process. Origami personnel will obtain a server image from storage and bring it up into the network with a minimal amount of downtime.

This model also allows Origami to quickly respond to spikes in usage and processing requirements, as new servers can be brought up into the server farm.

NRMA has an extensive disaster recovery and business continuity plan.

b. What are the Recovery Time Objective (RTO)/Recovery Point Objective (RPO) for the primary data center?

Response:

Origami recognizes that database backup processes go hand in hand with recovery processes. Unless you can recover client data from backups and minimize business interruption due to database failures, even the most robust backup procedures can be proven useless. For this reason, Origami personnel exercise database recovery procedures no less frequently than semi-annually.

Database recovery procedures must be enacted when database files become corrupted or an unwanted database operation has taken place. In most cases, database recovery consists of restoring a database at a point in time based on incremental backups. Origami can restore full weekly backups when necessary. In extreme cases of multiple database failures, separate physical media will be used to restore client data. All

	of these mechanisms are regularly exercised. The terms of our standard SLA provide for guaranteed 99.5% uptime, including DR conditions. Taking advantage of our cloud-based infrastructure, and based on the frequency of our database transaction file backups, our effective RPO is 15-minutes, and our RTO is based on the level of outage and affected systems.
c.	Is TPA DR data center a co-location?
	Response: Origami uses Microsoft SQL Server for our database management system. Each client account is housed in a separate physical database. Only applicable user accounts are given access to the database. NRMA itself maintains redundant systems in-house and offsite backups as an additional layer of data safety.
d.	Does TPA sub-contract the Data Center Services?
	Response: Origami Risk is hosted entirely on the Amazon Elastic Compute Cloud (EC2). NRMA contracts with Five Nines, a local managed service provider, to maintain our network and backup all additional data files not contained or related to Origami.
e.	How often does TPA test the DR plan?
	Response: Origami tests its Disaster Recovery Plan at least annually. NRMA tests its Disaster Recovery Plan with each new server implementation.
f.	Describe the method in which data is backup up and whether secondary servers are used.
	Response: All data maintained within the Origami database goes through a backup process. Backups occur on multiple levels to provide for redundancy, reliability, and multiple recovery paths. Database level backups are taken incrementally for client data. These backups occur at 15 minute intervals and include all database transactions. Incremental backups also occur nightly. Full backups occur weekly for client data. Origami shared, support, and common data is backed up on a nightly basis. Full backups are taken weekly for this data set as well. All incremental backups are taken on disk volumes separate from where the original data resides. Backup media is backed up to separate physical media within the Amazon S3 environment on a weekly basis. This media is in turn mirrored and backup up within the Amazon infrastructure, providing an added level of redundancy. All backups are monitored by Origami personnel. Backup failures are acted upon in a timely fashion to assure constant coverage of client data. NRMA itself maintains redundant systems in-house and offsite backups as an additional layer of data safety.
g.	Detail TPA's disaster recovery plan with regard to subcontractors. Please comment on TPA's process for subcontractor disaster recovery.

	Response: See 5 f for NRMA's disaster recovery plan for Origami, the primary NRMA subcontractor that would be directly involved in the handling of the State's claims data. NRMA's own disaster recovery plan is addressed later in section J.11 of this RFP response.

6. Data Management

a	How is archiving /purging of historical data addressed in this application?
	Response: No core archiving/purging process exists in Origami. All data loaded to Origami will remain available in the system until Client determines to delete that data. At that time, Origami would delete requested data.
b	What is the capability to extend attributes in the system through configuration and impacts to future upgrades? (e.g. additional fields)
	Response: Origami is designed to be highly configurable through the user interface without the need for custom code. Users can configure fields, screens codes, entirely new record types, workflows, batch extracts, data imports and more using standard administrative tools.
c	Describe the process by which TPA will monitor the ongoing provision of quality data.
	Response: Many mechanisms exist in Origami to ensure quality of data entry. For manually entered data, the simplest option includes the ability to require certain fields in forms to contain data before a record may be saved. Form fields may also be pre-defined as particular data types, so that number fields must be numeric, text fields must be text, etc. Specific types of text fields such as email addresses can enforce the correct format of the data entered, while lookup fields may only allow valid values from a related record or code table. For Converted Data, the update/import process can flag exceptions for all records with data that violates rules specified when the conversion was last configured. Upon completing a conversion, a summary screen with statistics for the conversion is available to highlight exceptions or errors that were encountered during the process. Custom Data Validations also exist so that unique handling of data scenarios can be configured to ensure quality data exists. Besides the types of input masks described above, Data Entry Events (or business rules) in Origami can also be configured to take specific corrective actions for specific values entered that would otherwise pass all validations.
d	Explain the functionality within TPA system for the management of historic, current and future data for the State of Nebraska by location & organization structure.
	Response: Origami provides standard functionality to manage an unlimited number of different hierarchical models. Within each hierarchy, there are no limits to the number of levels of children or the number of locations. Clients take advantage of the multiple hierarchy capabilities to track separate financial vs. physical organization structures, or to reconcile point in time "as-of" reporting to display the way locations were organized at that particular point in time. Origami Risk has sophisticated and powerful location hierarchy tools that allow clients to maintain and

	update one or more location structures as well as point in time hierarchies if desired. From the Location Management tool, authorized users have the ability to make configurations to reassign locations to different/new territories, etc. The self-service data import center also allows users to upload location data which will update matching locations in the system and create new locations for new entries.
e	Is there any proprietary software in use that could make data obsolete if no longer supported?
	Response: Should the need arise, Origami is committed to providing a comprehensive data extract. Origami will provide you with a copy of your data and all necessary data dictionaries and keys to access and interpret that data. Data would be returned in an acceptable industry-standard format to be determined between both Origami Risk and the client. Attached documents would be provided on a disk, with filenames referenced within the defined-format data files in order to link each document with the related data records.
f	How are records destroyed and what assurances are given to the State from the TPA regarding complete destruction per the State's retention requirements?
	Response: No core archiving/purging process exists in Origami. All data loaded to Origami will remain available in the system until Client determines to delete that data. At that time, Origami would delete requested data. With respect to paper claims files, under the current claims contract NRMA has with the State, NRMA retained these claims records for 24 months following the date of closure and then they were returned to the State. No State claims hardcopy records have ever been destroyed by NIRMA.
g	Does the destruction process include all backup systems?
	Response: Since no data is deleted or purged from Origami, this is not an issue. Again, no paper files involving any State claim have been destroyed by NRMA.

7. E-Discovery

a.	Are the State records kept separate from other company's production requests, subpoena's, etc.?
	Response: Each client account is housed in a separate physical database. Only applicable user accounts are given access to the database. As for paper records, all such records are kept separately in clearly marked file folders identifying it as a State claim, and when closed these documents are maintained in separate State claim files boxes which are kept stored and located separately from any of the production requests, subpoenas or other documentation of NRMA's other clients.
b.	How are records retrieved for production requests (i.e. what format, what type of culling/searching is available, is metadata preserved)?
	Response: There are a number of ways to search and find information within Origami Risk, including specific field searching, advanced filtering, saved views, as well as global search. Specific to the ability for a single word

	to bring up all possibilities, Origami Risk's global search functionality searches across all applicable records within the application, including notes and file attachments for fast retrieval. A video demonstration of Origami's search function can be found at the following link: https://live-tv.origamirisk.com/OrigamiTV/?topic=Search
c.	How is a "hold" order implemented on the TPA system to ensure that no deletion occurs while the hold is in effect?
	Response: No data is deleted from Origami.

8. Migrations/Conversion

a.	Does TPA provide a dedicated conversion team?
	Response: No data conversion is required as we already administer the State of Nebraska claims
b.	Describe TPA's process to ensure successful conversion and the on-going success. What documentation/communication will TPA use to ensure that the conversion runs smoothly?
	Response: No data conversion is required as we already administer the State of Nebraska claims
c.	What conversion audit reporting does TPA provide?
	Response: No data conversion is required as we already administer the State of Nebraska claims

9. Help Desk Support

a.	What are the hours of TPA Help Desk? What are the hours for application support? User support? What are the incident response times?
	Response: NRMA staff is available during regular business hours 8 -5 Monday through Friday, excluding holidays. If there is a major issue, NRMA attempts to resolve the issue, working with Origami as necessary, as soon as possible. Critical issues are given immediate attention.
b.	Describe any use of offshoring for application support.
	Response: All application support is US based
c.	What is TPA support model for user assistance for the deployed system?
	Response: NRMA staff is available by phone or in person to train the State of Nebraska staff on the system as requested.
d.	What access will the State have to expert personnel at the TPA?

	Response: NRMA staff is available during regular business hours 8 -5 Monday through Friday, excluding holidays.

10. Other/General Requirements

a.	TPA's Claim System should have open, scalable architecture.
	Response: Origami is deployed as a hosted, Software as a Service (SaaS) solution and as such is accessed using only a modern browser and internet connection. Origami Risk is hosted entirely on the Amazon Elastic Compute Cloud (EC2). As such, all hardware involved in hosting Origami Risk is managed by Amazon Web Services (AWS) and is housed in secure data center facilities. Origami can add processing power and storage on demand to easily handle peak performance times and scaled back down when no longer needed.
b.	Claim System must have cascading security functionality.
	Response: The Origami Risk system provides role-based security access control to all areas and features within the system. Logins are associated with data access roles as well as system feature roles. There is no limit to the number of roles that can be used. Examples of some roles include Administrative User, Incident Only User, Check Approver, View Only User, etc. Data access roles in Origami prevent users from accessing data they are not entitled to. This is typically setup on a member, line of business, or location basis. Data Access roles are assigned a group of records that the role has access to. Origami Service has implicit checks built into the middle-tier to ensure that no data can be returned to users who don't have access to it. System access for an individual user account is locked out user after 5 unsuccessful login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account.
c.	Claim System must be able to provide FTP feed for upload into future Risk Management Information System (RMIS) Daily/Weekly/Monthly.
	Response: Origami uses secure FTP with 256-bit encryption. We also allow uploads via the Origami user interface, over https, and we allow for secure web service connections.
d.	TPA must accept data quality performance metrics to be defined by the State.
	Response: NRMA is able to address data quality performance metrics once defined by the State.
e.	The State may require web-top access to the TPA system with no limitation on the number of users or access to the State claims data and information stored on the TPA system.
	Response: Four user licenses are included in the contract pricing. Unlimited additional users are available at an annual cost of $225 each.
f.	TPA claim system may be required to consolidate data from other Systems.

	Response: Acknowledged. Would need to know specifics from the State before proceeding.
g.	All claim files must be in electronic format for potential download to the State's RMIS.
	Response: Origami provides simple data import and export tools that include downloadable standard templates for virtually every record type. If a client-specific layout is required, Origami provides a batch import/export tool, which allows for custom built interfaces which are still part of our SaaS solution.
h.	Location coding up to 10+ hierarchical levels.
	Response: Origami provides standard functionality to manage an unlimited number of different hierarchical models. Within each hierarchy, there are no limits to the number of levels of children or the number of locations.
i.	TPA must have dedicated TPA contact for data management (to the State), to fulfill system / user support and risk information analyst tasks.
	Response: NRMA is able to provide.
j.	TPA must be able to accept reports utilizing a tiered / hierarchical location structure, managed through unique identifiers at the location level. Text field for capturing specific areas within store preferred currently.
	Response: NRMA is able to do so
k.	TPA must capture the name of any State employees involved in any claims.
	Response: While the State has not required that this be done in the past, Origami has the ability to create any number of custom fields for additional data required but not already captured.
l.	TPA will arrange training for its employees to ensure the claims management system is used efficiently, effectively and to its fullest capabilities.
	Response: State Risk Management personnel have been trained and access to Origami provided to them.

11. Reporting

a	Indicate TPA's ability to provide customized reporting at no additional cost to the State.
	Response: Origami has numerous reporting capabilities to extract any data captured within Origami. Custom reports have already been set-up to enable State personnel to generate some reports on an as needed basis.
b	Describe TPA's ability to respond immediately, when an ad-hoc report is requested.

	Response: Basic reports can often be easily generated by State personnel through the search and export functions. More in-depth requests will be handled on a case by case basis and based on complexity, a time line will be provided to the State for expected completion.
c	Describe the State of Nebraska's ability for real-time, on-line reporting from the TPA's system.
	Response: Origami has numerous reporting capabilities to extract any data captured within Origami. Custom reports have already been set-up to enable State personnel to generate some reports on an as needed basis.
d	TPA must have the capability to provide canned reports and reports that are able to be queried.
	Response: Origami has numerous reporting capabilities to extract any data captured within Origami. Custom reports have already been set-up to enable State personnel to generate some reports on an as needed basis. Filters can be added to reports to allow for querying various data. These can be developed as needed/requested.
e	Reports should be segregated either geographically or by business units as requested by the State.
	Response: Origami allows for reporting on any hierarchy level.
f	TPA must demonstrate exception reporting validates standard and client defined codes.
	Response: Acknowledged. Would need to know specifics from the State before proceeding.
g	All transactions and claim fields must include all historical changes to allow for point-in-time (or Valued As Of) reporting.
	Response: Origami reporting can easily report on data based on valuation dates.
h.	TPA must prepare a quarterly report for presentation to the Risk Management staff that includes a managerial focus on the State's loss experience trends for each line of coverage for which adjustment services are being provided.
	Response: This is presently being provided.
i.	TPA will be required to present a comprehensive, annual Stewardship report to the State of Nebraska, to include but not be limited to the following. The report will be due 60 days after each fiscal year. The State's fiscal year runs from July 1 to June 30. i. Statistical analysis of services provided. ii. Statistical analysis of savings realized as a result of TPA services. iii. Statistical analysis of claims and client exposures. iv. Recommendations to reduce claim expenses. v. Recommendations to reduce claim frequency. vi. Recommendations to improve quality of TPA services. vii. Other information, analysis and recommendations at the discretion of TPA.

	Response: NRMA will provide an annual Stewardship report.

I. IMPLEMENTATION PLAN

Bidders should provide a response to each of the following contractor requirements in the space provided below.

1.	Bidder must submit a complete Transition and Implementation plan for the contract for services to include: items to be addressed by the contractor, items to be addressed by the State, along with times.
	Response: Data already resides in Origami so no implementation plan is necessary
2.	Describe the process management and communication process by which TPA would ensure delivery of the implementation per the agreed upon plan.
	Response: Data already resides in Origami so no implementation plan is necessary
3.	TPA to receive FTP feed from prior TPA. Fields to include (at a minimum) claimant name, address, amount paid, description of the claim, subrogation claims, and third parties. Describe FTP feed capabilities.
	Response: Data already resides in Origami so no implementation plan is necessary

J. ADDITIONAL ITEMS TO BE SUBMITTED AS PART OF THE PROPOSAL RESPONSE

1. SSAE-16.

Response: NRMA's SSAE 16 SOC 2 Report is found behind Tab D.

2. TPA Fraud Report.

Response: NRMA Fraud Report:

Claim handlers for NRMA annually participate in the Insurance Fraud Seminars presented by the Nebraska Department of Insurance – Fraud Detection Division. Training has been conducted also outlining how to spot potential fraud whether in the auto liability or auto first party damage areas. The claim team is also trained in detection of and awareness of potential for arson related events.

When evidence of a possible fraudulent claim has occurred NRMA has made reports to the Department of Insurance Fraud Division seeking their assistance.

3. Quality of Control Program.

Response: NRMA's Quality of Control Report is found behind Tab E.

4. Company Privacy Policy.

Response: NRMA abides by a strict Privacy Policy. Not only does the NRMA Employee Handbook include specific provisions which makes clear that confidential and proprietary information of NRMA or its customers in NRMA's possession, including customer data, system and software-related documentation and the like, must be held in confidence and cannot be further disclosed without permission beyond what is needed to properly and completely perform their official duties, with any violation of such policies a disciplinary matter subject to possible discharge, employees are also required execute a specific employee confidentiality and non-disclosure agreement which reinforces those privacy requirements, requirements which continue even after employment. Further, NRMA does not share any State records or other data generated by virtue of its existing TPA contract with the State with anyone other than those individuals, insurers, brokers or others specifically designated and authorized by the State. Further, NRMA has no other subsidiaries or affiliates of its own with which the State's or any other customer information is shared with or accessible by any other customer. Finally, to further protect any personal information from unauthorized access and use, we utilize additional security measures, including computer safeguards and secured buildings and files

.

5. Company Claim "Best Practices."
Response: NRMA's Claim Handling "Best Practices" is found behind Tab F.

6. Bidder's position on the client access to the claim notes and files.
Response: NRMA currently provides designated State employees with review-only access to claims notes and files and is able and willing to continue to do so.

7. Outline Advantages and Benefits to the State of Nebraska in using TPA services over competition, specifically in the Public Sector, include data analytic capabilities.
Response: NRMA's Advantages and Benefits Report is found behind Tab G.

8. Provide samples of standard reports.
Response: NRMA's Standard Reports are found behind Tab H.

9. Examples of customer service reports.
Response: NRMA's Customer Service Reports that include a check register and copies of Claim Handler Reports is behind Tab I.

10. Business Continuity (BC).
Response: See CONFIDENTIAL NRMA Business Continuity Plan behind Tab J.

11. Disaster Recovery (DR).
Response: NRMA's Disaster Recovery planning is addressed, in part, in the Business Continuity Plan behind Tab J and with specific reference to computer controls, network and server security, and backup and disaster recovery testing of all claims/RMIS data, that is outlined on pages 18-21 of NRMA's SSAE-16 report referenced in J1 above, with the relevant excerpts of that report responsive to this question found behind Tab K.

12. Additional sample reports that may be beneficial.
Response: Should the need arise for additional reporting, NRMA has a library of reports available and is also able to custom design reports upon request.

13. Include a copy of TPA conversion plan, with timetables, including minimum amount of lead-time TPA will need to convert or set-up for these types of plans and file layouts.
Response: As NRMA currently serves as the State's TPA for the category of claims covered by this RFP, no data conversion plan, timetable or schedule needs to be identified as NRMA already has and has made available to the State all respective State claims data.

K. DELIVERABLES

See Attachment 1, Cost Sheet

SECTION IV

Form A
Bidder Contact Sheet
Request for Proposal Number 5719Z1

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:	Nebraska Risk Management Association "NRMA"
Bidder Address:	100 N 12th Street, Suite 200 Lincoln NE 68501
Contact Person & Title:	Craig Nelson, Executive Director
E-mail Address:	craig@nirma.info
Telephone Number (Office):	402-742-9220
Telephone Number (Cellular):	
Fax Number:	402-742-9230

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:	Nebraska Risk Management Association "NRMA"
Bidder Address:	100 N 12th Street, Suite 200 Lincoln NE 68509
Contact Person & Title:	Pete Eiden, Claims Manager
E-mail Address:	Pete@nirma.info
Telephone Number (Office):	402-742-9220
Telephone Number (Cellular):	
Fax Number:	402-742-9230

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html

Further, Sections II through VII must be completed and returned with the proposal response.

2. 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.

Response:

Company Name: Nebraska Risk Management Association, Inc.
Address: 100 N 12th Street, Suite 200, Lincoln, NE 68508
Entity Type: Nebraska non-profit, public benefit corporation
State Incorporated: Nebraska
Year First Organized: 2003
The name and form of the organization has remained the same, unchanged since incorporation

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.

Response:

NRMA's most current 6/30/17 audited financial statement is found behind Tab L.

Bank reference: Jan Sheridan, Vice President, Union Bank & Trust, 4243 Pioneer Woods Drive,' P.O. Box 82535, Lincoln, NE 68501-2535, phone: 402.323.1519.

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.

Response: NRMA has no judgments against it, is not subject to any pending or expected litigation, and does anticipate any real or potential financial reversals or other developments which might affect the viability or stability of the company, therefore 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.

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 requira notification to the State.

Response: No change in ownership of the company has ever occurred nor is one anticipated in the next twelve (12) months or beyond.

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.

Response: Again, our office address is 100 N 12th St., Suite 200, Lincoln, NE 68508

e. **RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous ten (10) 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.

Response: NRMA has continuously provided the same claims TPA services to the State outlined in this RFP since July 1, 2006. According to the information we have been provided by the State, the current State contract number for these services is 52336 04. There are no other contracts or dealings with the State to report.

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 twenty-four (24) months, 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.

Response: No such relationship exists or has existed.

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.

Response: No such relationship exists or has existed.

g. **CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performanco 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 ten (10) 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 ten (10) years, so declare.

Response: NRMA has never had any contract terminated for default, either in the past ten (10) years or even prior to that.

If at any time during the past ten (10) 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.

Response: From 12/1/04 until 6/12/09, NRMA had a Claims Service Agreement with Blue Cross Blue Shield of Nebraska (BCBSNE) to serve as claims TPA to handle that company's workers' compensation claims under its self-insured worker's workers' compensation program. In 2009, BCBSNE terminated its workers' compensation self-insurance program, moving to a fully insured program instead, thereby eliminating any need for an outside claims TPA. However, NRMA continued to handle all previously opened workers' compensation claim on a run-off basis until the final claim was closed on 10/29/13.
Address of other contracting party: BCBSNE, PO Box 3248, Omaha, NE 68180-0001

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.

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

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.

Response: NRMA's Corporate Bidder Experience information is provided behind Tab M.

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.

Response: NRMA has previously identified the personnel team that will be working on this project under Section V—F.3.b and G.2.b, and it will be largely the very same staff team that has been continuously working on this State account since 2006.

Updated resumes for claims staff are found behind Tab N.

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.

Response: NRMA does not intend to Subcontract any part of its performance hereunder, with the exception of Origami, who maintains and supports the RMIS software. No data conversion is necessary as NRMA currently serves as the State's TPA.

3. **TECHNICAL APPROACH**

The technical approach section of the Technical Proposal should consist of the following subsections:

a. Understanding of the project requirements;
b. Proposed development approach;
c. Technical considerations;
d. Detailed project work plan; and
e. Deliverables and due dates.

Response: As NRMA has been providing to the State since July 1, 2006 the very same services identified in this RFP, we believe we have the proven our capacity and ability to handle these services in a capable, timely and professional fashion. We fully understand all technical considerations and requirements associated the State's claims handling in this regard, and as the State's current TPA, NRMA has all of the data and systems already in place to satisfy the State's needs, so no detailed project work plan or deliverables and due dates is necessary. Again, NRMA is providing all of these key services now and is prepared to continue to do so beyond the current contract's expiration date of 6/30/18 and is desirous of continuing to provide that same high level of service, and any such additional service mutually agreed to by the parties.

SECTION V

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST SHEET

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Attachment 1
Cost Proposal
Request for Proposal Number 5719 Z1

Bidder Name: Nebraska Risk Management Association, Inc.

Bidder should propose an annual lump sum amount based upon the requirements indicated in this RFP. Payments shall be quarterly based on the requirements of this RFP.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed two (2%) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

<u>Pricing Assumptions</u>
Responses are to include pricing assumptions only. All costs must be indicated on Attachment 1, Cost Sheet. The State will not add costs that are included within the following responses.

a. Identify in detail any assumptions TPA has used and will be using in proposing pricing for risk management information systems and data management services within the proposal response.

b. Identify any programming or conversion costs associated with the move. Costs for such things as data mapping, conversion, testing, validation, report building, etc.

c. Per Section I. Procurement Procedure, D. Written Questions and Answers "…Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder…"

Transition Period (one-time payment)
None—No transition required

Initial Contract Period			Renewal 1		Renewal 2	
Year 1	Year 2	Year 3	Year 1	Year 2	Year 1	Year 2
$232,144*	$232,144*	$232,144*	$232,144*	$232,144*	$236,750*	$236,750*

*Includes MMSE Section 111 reporting; also includes four (4) claims system users licenses (any additional users beyond these four would be an additional annual charge of $225 per user/license)

Optional Hourly Rates

A need may arise for reporting/tracking functionality not originally delineated in this RFP but considered within the scope of work due to changes in Federal or State law/regulations or suggested additional optional components and functionality that may enhance the reporting/tracking functionality.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed two (2 %) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

Position/Title	Hourly Rate
Claims Manager Information Systems Manager Budget& Finance Manager	$75/hour
Accounting Assistant	$30/hour

SECTION VI

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.

__X__ 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:	Nebraska Risk Management Association, Inc.
COMPLETE ADDRESS:	100 North 12th St., Suite 200, Lincoln, NE 68508
TELEPHONE NUMBER:	402.742.9220
FAX NUMBER:	402.742.9230
DATE:	January 4, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Craig L. Nelson, Executive Director

A

regulations during the term of this Agreement, the parties will negotiate an appropriate adjustment to the fee paid to NRMA. If the parties cannot agree on an adjusted fee within ninety (90) days after NRMA sends written notice to State of the material change and its wish to negotiate an adjusted fee, then NRMA may terminate this Agreement upon ninety (90) days written notice to State.

In addition, NRMA shall have the right to review with State and prospectively adjust the service fees with agreement of State if relevant historical data, including but not limited to claim volume and mix of claims is erroneous, insufficient, or obsolete, or in the event of change in the operations or requirements of Self-Insured which materially changes the scope of services contemplated at the inception of this Agreement.

ARTICLE IV. TERM AND TERMINATION

4.01 **Term.** This Agreement will be in effect for a period of two years beginning July 1, 2012, and can be renewed for two (2) additional two (2)-year periods as mutually agreed upon by the parties.

4.02 **Early Termination by Either Party.** During the term of this Agreement or any period of extension, either party may terminate this Agreement upon the occurrence of any one of the following events and in accordance with the following procedures:

A. Should either party materially breach one or more provisions of this Agreement, the other party may terminate this Agreement by giving written notice stating the reason or reasons for termination.

Either party may, by providing a written notice of default to the breaching party, allow the breaching party to cure a failure or breach of contract within a period of thirty (30) days (or longer at the non-breaching party's discretion considering the gravity and nature of the default). 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 non-breaching party's right to immediately terminate the Agreement for the same or different contract breach which may occur at a different time.

B. This Agreement may also terminate at the option and mutual agreement of the parties upon the execution of an agreement signed by both parties.

C. This Agreement will terminate effective immediately upon the delivery of written notice to the other party in the event of a conviction of a felony by the other party or a judicial or administrative determination of the other party's fraud or dishonesty, provided that such notice shall be given no later than thirty (30) days after the terminating party becomes aware of the conviction or judicial or administrative determination.

D. This Agreement will terminate effective immediately upon the delivery of written notice to the other party in the event such other party ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding; or such other party consents to or acquiesces in the appointment of a receiver or liquidator of it or all of any substantial part of its assets or property; or such other party of its shareholders take any action looking to dissolution or liquidation; or any order for relief is entered against such other party under the federal bankruptcy laws.

E. This Agreement will terminate effective immediately upon the delivery of written notice to the other party at any time which is at least sixty (60) days after the commencement of any proceedings against such other party seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, if such proceedings have not then been dismissed, or after the appointment without the other party's consent or acquiescence of any receiver or liquidator of it or of all or any substantial part of its assets and properties, if such appointment has not then been vacated.

F. Either party, in its sole discretion, may terminate this Agreement for any reason upon 180 days written notice to the other party.

G. The State may terminate this Agreement, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for this Agreement. Should said funds not be appropriated, the State may terminate this Agreement with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give NRMA written notice thirty (30) days prior to the effective date of any termination. All obligations of the State to make payments after the termination date will cease. NRMA 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 NRMA be paid for a loss of anticipated profit.

4.03 **<u>NRMA's Exclusive Rights of Early Termination.</u>** NRMA may terminate this Agreement at any time for State's non-payment of fees due and owing NRMA under this Agreement, by giving written notice of default in payment to State, with the exception of non-payment due to Section 4.06 herein. Unless State fully cures its breach of payment terms within forty-five (45) days from the date of the notice of default, this Agreement will automatically terminate. In the event this Agreement terminates by State's failure to cure any payment default, State remains liable to NRMA for all fees due and owing to NRMA up to and including the effective date of termination. In no event shall NRMA be paid for a loss of anticipated profit.

NRMA also may terminate this Agreement if State fails to adequately fund the bank account balance as described in Section 2.05, provided however, that NRMA immediately notifies the State of any potential funding deficiencies and provides the State a minimum of ten (10) days from such notification to transfer funds into the account. The State will notify NRMA during the ten (10) day period if circumstances exist which would prevent the State from having funds transferred into the account within the ten (10) day period. Should the State notify NRMA of such circumstances, State shall have reasonable additional time to transfer funds into the account. State acknowledges NRMA will make no claims, allocated loss adjustment expense, or other Program payment unless and until the State has sufficient funds in the "administrative account" to pay the same as set forth in Section 2.05 herein.

4.04 **Termination by Government Action.** This Agreement will terminate upon the effective date of any applicable federal, state or local law, rule or regulation, which nullifies or invalidates any of the services or provisions of this Agreement.

4.05 **Procedures on Termination.** In the event of termination of this Agreement, all obligations of the parties to this Agreement to each other will cease. NRMA will be paid, as provided in Article II, through the last day services are rendered. NRMA will render a final accounting of State's claims account and return within fifteen (15) days all of the State's claims and financial or other records in the possession of NRMA. NRMA will not be financially responsible for and will not administer any claims existing at the time of termination, unless otherwise agreed in writing by the parties. NRMA will make all records available for State to pickup at NRMA's location, provided that State has satisfied all of its obligations to NRMA, including but not limited to, State's obligation to pay NRMA's service fees. State will be responsible for any costs associated with the delivery of records to State's location.

Upon termination, regardless of the reason for or type of termination, NRMA shall cooperate with the State and any new TPA during the transition to a new TPA. Upon request of the state, NRMA shall provide all state information maintained by NRMA in a time frame agreed upon between the parties. Information provided via tape shall be in a format approved by the State and shall include, but not be limited to file layouts and legends. NRMA shall provide such explanation of the information provided as to facilitate a smooth transition. Payment to NRMA for provision of electronic data shall be as agreed upon by the parties.

4.06 **Penalty**. In the event that NRMA fails to perform any substantial obligation under this Agreement, the State may withhold all monies due and payable to NRMA, without penalty, until such failure is cured or otherwise adjudicated. If the State acts pursuant to this section to withhold any such monies due and payable to NRMA, it must first provide written notice to NRMA identifying any substantial obligation it asserts NRMA is not performing which serves as the basis for this action and, further, the corrective action it seeks in sufficient detail to give NRMA an opportunity to cure any failure or default within a period of five (5) days. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery.

NRMA is responsible for any penalty assessed to the State which is the result of NRMA's failure to perform any obligation under this Agreement. This includes, but is not limited to assessment of interest and attorney fees. Upon request by the State, NRMA shall also defend State against claims for such penalties and fees.

ARTICLE V. INDEMNIFICATION AND RELEASE

5.01 **Mutual Indemnification.** NRMA agrees to defend, indemnify, protect, save, and hold harmless State and State's officers and employees from any and all loss, cost, damage or exposure arising from the negligent or willful acts or omissions of NRMA and NRMA's officers, directors, agents and employees.

To the extent allowable by law, State agrees to defend, indemnify, protect, save and hold harmless NRMA and NRMA's officers, directors, agents and employees from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of State and State's employees.

To the extent allowable by law, State will defend, hold harmless and indemnify NRMA and NRMA's officers, directors, agents and employees against any and all claims, liabilities, damages, judgments or expenses, including reasonable attorneys' fees, asserted against, imposed upon or incurred by NRMA that arise: (a) out of the negligence, willful action or dishonesty of State or State's employees; (b) from NRMA's non-negligent fulfilling of its obligations under this Agreement; or c) from NRMA's non-negligent following of State's instructions to NRMA.

ARTICLE VI: INSURANCE REQUIREMENTS

NRMA shall not commence work under this Agreement until all the insurance required hereunder has been obtained and such insurance has been approved by the State. NRMA shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or NRMA). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the NRMA hereunder.

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

B

with proof of delivery.

NRMA is responsible for any penalty assessed to the State which is the result of NRMA's failure to perform any obligation under this Agreement. This includes, but is not limited to assessment of interest and attorney fees. Upon request by the State, NRMA shall also defend State against claims for such penalties and fees.

ARTICLE V. INDEMNIFICATION AND RELEASE

5.01 **Mutual Indemnification.** NRMA agrees to defend, indemnify, protect, save, and hold harmless State and State's officers and employees from any and all loss, cost, damage or exposure arising from the negligent or willful acts or omissions of NRMA and NRMA's officers, directors, agents and employees.

To the extent allowable by law, State agrees to defend, indemnify, protect, save and hold harmless NRMA and NRMA's officers, directors, agents and employees from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of State and State's employees.

To the extent allowable by law, State will defend, hold harmless and indemnify NRMA and NRMA's officers, directors, agents and employees against any and all claims, liabilities, damages, judgments or expenses, including reasonable attorneys' fees, asserted against, imposed upon or incurred by NRMA that arise: (a) out of the negligence, willful action or dishonesty of State or State's employees; (b) from NRMA's non-negligent fulfilling of its obligations under this Agreement; or c) from NRMA's non-negligent following of State's instructions to NRMA.

ARTICLE VI: INSURANCE REQUIREMENTS

NRMA shall not commence work under this Agreement until all the insurance required hereunder has been obtained and such insurance has been approved by the State. NRMA shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or NRMA). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the NRMA hereunder.

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

MEMORANDUM

DATE: January 5, 2017

TO: All Staff

FROM: Craig L. Nelson, Executive Director

RE: NIRMA/NRMA Conflict of Interest Policy

This memorandum is to serve as a reminder of the Conflict of Interest Policy first instituted by the NIRMA Board of Directors in 1989 and which has remained in full force and effect since that time. Compliance with this policy is among the duties and responsibilities specifically assigned to the above identified individuals. Such a policy is not only prudent, but also is necessary to meet the expectations of the Department of Insurance with respect to the Annual Statement filed each year by NIRMA with the Department. This matter was reviewed by the Department in the audit of NIRMA/NIRMA II it completed in 2015 and is reviewed annually both by the NIRMA Board of Directors as well as by Thomas, Kunc and Black when conducting our own independent audit. This policy, in its entirety, provides as follows:

> *"NIRMA and NIRMA II shall establish a procedure for disclosure to the Board of Directors of any material interest on the part of all Directors, Officers and responsible employees which is in conflict with or is likely to conflict with the official duties of such person.*
>
> *As a basis for such procedure, the Association wishes to remind such persons that their relationship calls for the standard of undivided loyalty to the Association, especially those acting in a representative or fiduciary capacity.*
>
> *In furthering the Association's interests at all times, such persons must avoid placing themselves in a position where their personal interests are or may be in conflict with their duty to the Association. Employees of the Association must also avoid personal interests which are or may be in conflict with interests of any affiliated company or program. It is not the purpose of this statement to serve as a catalog of instances that might give rise to conflicts of interest. In general, direct or indirect participation in any arrangement, agreement, investment or other activity which could result in personal benefit at the expense of the Association's interests must be*

> *avoided. Such persons should also refrain, as should their immediate family members, from accepting gifts or other favors under circumstances from which it might be inferred that the gift was intended to influence them in the performance of their duties for the Association.*

NOW, THEREFORE, BE IT RESOLVED THAT:

1. *Each year there shall be circulated by the Chairman to each Director, Officer and responsible employee a Conflict of Interest Questionnaire and Statement.*
2. *The individual questionnaire shall be completed and returned to the Executive Director who will furnish all such reports to the Chairman and Secretary for his or her review and report.*
3. *There shall be put on the agenda of the Annual Meeting of the Board, following the Annual Meeting of Members, the report of the Chairman and a review of the Association's procedure with respect to conflicts of interest."*

This same policy has been adopted for NRMA. Pursuant to this policy, you have an obligation to make full disclosure of any conflict of interest as outlined. YOU ARE, THEREFORE, REQUESTED TO SIGN AND RETURN THE ATTACHED QUESTIONNAIRE AND CONFLICT OF INTEREST STATEMENT, DISCLOSING ANY SITUATION IN WHICH YOU ARE INVOLVED WHICH COULD BE CONSTRUED AS PLACING YOU IN A POSITION OF HAVING CONFLICT OF INTEREST. The questionnaire and conflict of interest statement is quite clear and rather self-explanatory, and follows the same general format of the conflict of interest form that has been used and completed by these same designated individuals in previous years. As indicated on the form, the questionnaire seeks information for the 2016 calendar year. We would appreciate the return of your completed and signed statement at your earliest convenience in order that they can be properly and timely filed. We will certainly be available to discuss with you any questions you might have with respect to any such situation.

While it is impossible to list every circumstance giving rise to a possible conflict of interest, the following will serve as a guide to the types of activities which might cause conflicts and which should be fully reported to the Association:

1. Gifts, Gratuities and Entertainment

   Acceptance by an individual (including members of his or her immediate family) of gifts, excessive or unusual entertainment, or other favors having a value in excess of $100.00 from any outside concern which does, or is seeking to do business with, or is a competitor of the Association under circumstances from which it might be inferred that such action was intended to influence the individual in the performance of his or her duties. This does not include the acceptance of items of nominal or minor value which are of such a nature as to indicate that they are merely tokens of respect or friendship and not related to any particular transaction or Association activity.

For these purposes, "immediate family" shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes, the same definition used pursuant to the Nebraska Political Accountability and Disclosure Act (see Neb.Rev.Stat.§49-1425).

2. Investments and Financial Interests

   a. Holding for an individual, directly or indirectly, of a material financial interest in any outside concern: (1) from which the Association secures goods or services (including the service of buying or selling stocks, bonds or other securities); (2) which is involved in the business of insurance or any component thereof, including but not limited to marketing, underwriting, risk analysis, third party administration or claims submission.

   b. Competition with the Association by an individual, directly or indirectly, in the purchase or sale of property or property rights or interest.

   c. Representation of the Association by an individual in any transaction in which the individual or a member of his or her family has a material financial interest.

3. Outside Activities by Officers or Employees

   a. Rendition by an individual of directive, managerial or consultative services to any outside concern which does business with the Association, or is involved in the business of insurance or any component thereof, including but not limited to marketing, underwriting, risk analysis, third party administration or claims submission.

   b. Participation by an individual in any activity (whether for personal profit or incident to industry, civic or charitable organization affairs) if it is likely to involve use of the individual's time during normal business hours.

4. Inside Information

   Disclosure or use of confidential Association information for the personal profit or advantage of the individual or anyone else.

Enclosure

QUESTIONNAIRE AND
CONFLICT OF INTEREST STATEMENT

NAME: ______________________________

HOME ADDRESS: ______________________________

HOME TELEPHONE: ______________________________

BUSINESS TITLE/OCCUPATION: ______________________________

BUSINESS ADDRESS: ______________________________

BUSINESS TELEPHONE: ______________________________

CALENDAR YEAR: 2016

I, the undersigned, hereby acknowledge receipt of this Statement of Conflict of Interest and report that no situation in which I am involved could be construed as placing me in a position of having a conflict of interest with NIRMA, NIRMA II, & NRMA, except possibly the following:

GENERAL

Please list all relationships that you, or members of your immediate family, may have with the following: ("Relationship" means financial, work, consulting or contractual agreements, arrangements, affiliations and interests of any kind.) Please specify the nature of the relationship:

1. Insurance Companies ______________________________

   ____

2. Insurance Agency or Brokerage Firm ______________________________

   ____

3. Insurance Consulting Firm ______________________________

   ____

   ____

PAGE TWO

4. Claims Administration Firms ______________________________

____

____

5. Supplier of goods or services to the Association (if stock ownership, give percent of shares owned directly or indirectly as related to all outstanding issued shares)

____

____

6. Bank or investment institution holding Association funds

____

7. Other ______________________________

____

8. Have you or any related party had a material interest, direct or indirect, in any transaction during the last calendar year to which the Association was a party?

____

9. Do you or any related party have a material interest, direct or indirect, in any pending or incomplete transaction to which the Association is or may be a party?

____

10. Have you or any related party been indebted to the Association at any time during the last calendar year? Please exclude amounts due for purchases on usual trade terms or ordinary travel and expense advances.

____

11. Have you or any related party received any gift, gratuity, or entertainment having a value in excess of $100 from any outside concern which does, or is seeking to do, business with, or is a competitor of the Association during the last calendar year, or do you expect that you or any related party will receive any such gift, gratuity or entertainment this year?

____

____

-If so, please set forth the following:
- Name of Donor(s) ____

____

-Date of gift, gratuity or entertainment __________________________________

____

-Description of gift, gratuity or entertainment ______________________________

____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

__________________________ __________________________
Date Signature

Please complete and return no later than Wednesday, January 18, 2017

NEBRASKA RISK MANAGEMENT ASSOCIATION, INC.

2017 CONFLICT OF INTEREST STATEMENT

In order to insure the proper, efficient and disinterested management of Nebraska Risk Management Association, Inc. the ("Company"), no officer, director or key employee of the Company shall have any outside commitments, personal or otherwise, that would divert him/her from his/her duty to further the interests of the Company. For the purposes of this statement of policy, the term "key employee" shall be deemed to mean an employee of the Company who exercises policy-making functions, whether or not such employee is an elected officer of the Company. Nothing in this statement of policy shall be deemed to preclude any person from being a director, officer or key employee in another insurance company.

I, the undersigned director/officer/key employee of Nebraska Risk Management Association, Inc., hereby subscribe to the above statement of policy and declare that I have no outside commitments, personal or otherwise, that would divert me from my duty to further the interests of the Company. Further, I hereby undertake to give the Board of Directors of the Company immediate written notice should any conflict of interest later arise.

Dated: ________________ Signature: ________________________________

Name: ________________________________

D

Nebraska Risk Management Association, Inc.

Report on Controls Placed in Operation and Tests of Operating Effectiveness

July 1, 2016 – June 30, 2017

Nebraska Risk Management Association, Inc.

I. Independent Service Auditor's Report

TKB Certified Public Accountants
Thomas, Kunc & Black, LLP

Independent Service Auditor's Report

To the Board of Directors of
Nebraska Risk Management Association, Inc.
Lincoln, Nebraska

Scope

We have examined Nebraska Risk Management Association, Inc.'s description of the Claims Processing system throughout the period July 1, 2016 to June 30, 2017 (description) based on the criteria set forth in paragraph 1.26 of the AICPA Guide, *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy* (SOC 2®) (description criteria) and the suitability of the design and operating effectiveness of controls described therein to meet the criteria for the security and processing integrity principles set forth in *TSP Section 100, 2016 Trust Services Principles and Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (applicable trust services criteria), throughout the period July 1, 2016 to June 30, 2017. The controls included in the description are those that management of Nebraska Risk Management, Inc. believes are likely to be relevant to meeting the applicable trust services criteria, and the description does not include those aspects of the financial system that are not likely to be relevant to meeting the applicable trust services criteria. The description indicates that certain applicable trust services criteria specified in the description can be met only if complementary user entity controls assumed in the design of Nebraska Risk Management Association, Inc.'s controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

Service Organization's Responsibilities

In section II, Nebraska Risk Management Association, Inc. has provided its assertion titled Nebraska Risk Management Association, Inc. Assertion (assertion) about the fairness of the presentation of the description based on the description criteria and suitability of the design and operating effectiveness of the controls described therein to meet the applicable trust services criteria. Nebraska Risk Management Association, Inc. is responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion; providing the services covered by the description; identifying the risks that would prevent the applicable trust services criteria from being met; designing, implementing, and documenting the controls to meet the applicable trust services criteria; and specifying the controls that meet the applicable trust services criteria and stating them in the description.

Service Auditor's Responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description based upon the description criteria and on the suitability of the design and operating effectiveness of the controls described therein to meet the applicable trust services criteria, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included procedures that we considered necessary in the circumstances. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is fairly presented based on the description critaria, and the controls were suitably designed and operating effectively to meet the applicable trust services criteria throughout the period July 1, 2016 to June 30, 2017. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of the controls to meet the applicable trust services criteria involves—

- evaluating and performing procedures to obtain evidence about whether the description is fairly presented based on the description criteria, and the controls were suitably designed and operating effectively to meet the applicable trust services criteria throughout the period July 1, 2016 to June 30, 2017.
- assessing the risks that the description is not fairly presented based on the description and that the controls were not suitably designed or operating effectively to meet the applicable trust services criteria.
- testing the operating effectiveness of those controls to provide reasonable assurance that the applicable trust services criteria were met.
- evaluating the overall presentation of the description, the suitability of the applicable trust services criteria stated therein, and the suitability of the criteria specified by the service organization in its assertion.

Inherent Limitations

The description is prepared to meet the common needs of a broad range of users and may not, therefore, include every aspect of the system that each individual user may consider important in its own particular environment. Because of their nature and inherent limitations, controls at a service organization may not always operate effectively to meet the applicable trust services criteria. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of design or operating effectiveness of the controls to meet the applicable trust services criteria is subject to the risk that the system may change or that controls at a service organization may become ineffective.

Opinion

In our opinion, in all material respects, based on the criteria described in Nebraska Risk Management Association, Inc.'s assertion and the applicable trust services criteria:

1) The description fairly presents the Claims Processing system that was designed and implemented throughout the period July 1, 2016 to June 30, 2017.
2) The controls stated in the description were suitably designed to provide reasonable assurance that the applicable trust services criteria would be met if the controls operated effectively throughout the period July 1, 2016 to June 30, 2017, and user entities applied the complementary user entity controls contemplated in the design and operating effectiveness of Nebraska Risk Management Association, Inc.'s controls throughout the period July 1, 2016 to June 30, 2017.
3) The controls tested operated effectively to provide reasonable assurance that the applicable trust services criteria were met throughout the period July 1, 2016 to June 30, 2017.

Description of Tests of Controls

The specific controls tested and the nature, timing, and results of those tests are listed in section IV of this report.

Restricted Use

This report, including the description of tests of controls and results thereof in section IV of this report, is intended solely for the information and use of Nebraska Risk Management Association, Inc.; user entities of Nebraska Risk Management Association, Inc.'s Claims Processing system during some or all of the period July 1, 2016 to June 30, 2017; and those prospective user entities, independent auditors and practitioners providing services to such user entities, and regulators who have sufficient understanding of the following:

- The nature of the service provided by the service organization
- How the service organization's system interacts with user entities, subservice organizations or other parties
- Internal control and its limitations
- The nature of user entity controls and responsibilities, and their role in the user entities internal control as they relate to, and how they interact with, related controls at the service organization to meet the applicable trust services criteria
- The applicable trust services criteria
- The risks that may threaten the achievement of the applicable trust services criteria and how controls address those risks

This report is not intended to be and should not be used by anyone other than those specified parties.

Thomas, Kunc and Black, LLP

Thomas, Kunc & Black, LLP
Lincoln, Nebraska
November 6, 2017

II. Nebraska Risk Management Association, Inc.'s Assertion

Nebraska Risk Management Association, Inc. Assertion

Management of NRMA, Inc.'s Assertion regarding it's claims processing system for the period July 1, 2016 to June 30, 2017.

We have prepared the attached description titled "Description of NRMA, Inc.'s Claims Processing System for the Period July 1, 2016 through June 30, 2017" (the description), based on the criteria in items (a)(i)-(ii) below, which are the criteria for a description of a service organization's system in paragraphs 1.33-.34 of the AICPA Guide *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy* (the description criteria). The description is intended to provide users with information about the Claims Processing System, particularly system controls intended to meet the criteria for the security and processing integrity principles set forth in TSP section 100, *Trust Services Principles, Criteria, and Illustrations for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Technical Practice Aids*) (applicable trust services criteria). We confirm, to the best of our knowledge and belief, that:

a. The description fairly presents the Claims Processing System throughout the period July 1, 2016 to June 30, 2017 , based on the following description criteria:

    i. The description conteins the following information:

        (1) The types of services provided, including the types of transactions processed.

        (2) The components of the system used to provide the services, which are the following:
        - *Infrastructure.* The physical and hardware components of a system (facilities, equipment, and networks).
        - *Software.* The programs and operating software of a system (systems, applications, and utilities).
        - *People.* The personnel involved in the operation and use of a system (developers, operators, users, and managers).
        - *Procedures.* The automated and manual procedures involved in the operation of a system.
        - *Data.* The information used and supported by a system (transaction streams, files, databases, and tebles).

        (3) The boundaries or aspects of the system covered by the description.

        (4) How the system captures and addresses significant events and conditions.

        (5) The process used to prepare and deliver reports and other information to user entities and other parties.

        (6) If information is provided to, or received from, subservice organizations or other parties, how such information is provided or received; the role of the subservice organization and other parties; and the procedures performed to determine that such information and its processing, maintenance, and storage are subject to appropriate controls.

        (7) For each principle being reported on, the applicable trust services criteria and the related controls designed to meet those criteria, including, as applicable, complementary user-entity controls contemplated in the design of the service organization's system.

(8) For subservice organizations presented using the carve-out method, the nature of the services provided by the subservice organization; each of the applicable trust services criteria that are intended to be met by controls at the subservice organization, alone or in combination with controls at the service organization and the types of controls expected to be implemented at carved-out subservice organizations to meet those criteria; and for privacy, the types of activities that the subservice organization would need to perform to comply with our privacy commitments.

(9) Any applicable trust services criteria that are not addressed by a control at the service organization and the reasons therefore.

(10) Other aspects of NRMA, Inc.'s control environment, risk assessment process, information and communication systems (including related business processes), control activities, and monitoring of controls that are relevant to the services provided and the applicable trust services criteria.

(11) Includes relevant details of changes to NRMA, Inc.'s Claims Processing System during the period covered by the description.

ii. The description does not omit or distort information relevant to NRMA, Inc.'s Claims Processing System, while acknowledging that the description is prepared to meet the common needs of a broad range of user entities and may not, therefore, include every aspect of the system that each individual user entity may consider important to his or her own particular environment.

b. The controls stated in the description were suitably designed throughout the specified period to meet the applicable trust services criteria.

c. The controls stated in the description operated effectively throughout the specified period to meet the applicable trust services criteria.

III. Description of Nebraska Risk Management Association, Inc.'s Claims Processing System for the Period July 1, 2016 through June 30, 2017

GOVERNANCE CONTROLS

Nebraska Risk Management Association, Inc. (NRMA, Inc.) is located in Lincoln, Nebraska and is a third party administrator (TPA) and administrative services provider offering claims management, program management, and associated services for public and non-profit entities. Its clients include intergovernmental pools and governmental entities.

NRMA, Inc. is a small organization that employs 20 employees in Nebraska, with clearly defined responsibilities and management reporting lines, who provide claims management and associated services throughout the state of Nebraska. One employee is located in the Omaha office, another is located in the Kearney office, and the remaining employees are located in the Lincoln office. Employees receive support from consultants in the areas of technology, training, human resources, and other areas.

NRMA, Inc.'s Board of Directors consists of five individuals who have public entity or finance experience. The Board of Directors is essential to the organization's internal control and sets the "tone at the top".

NRMA, Inc.'s Board of Directors has assigned the responsibility and authority to carry out organizational goals and objectives, operating functions, and communication with regulatory authorities to the Executive Director.

NRMA, Inc.'s Executive Director established standards of integrity and ethics to guide employee behavior and conduct based on the Board of Directors "tone at the top". NRMA, Inc. is dedicated to conducting business with the highest ethical standards. Any infractions of the established standards of integrity and ethics lead to corrective action as outlined in NRMA, Inc.'s policies and procedures manual.

NRMA, Inc. developed formal job descriptions, which define job duties for each employee position. Utilizing the job description, the requirements of each job function are established and used to hire individuals who possess the knowledge and skill set for each job function. Employees are reviewed on an annual basis to ensure that all job functions are being performed to NRMA, Inc.'s standards.

NRMA, Inc.'s Executive Director has the primary responsibility for the security and processing integrity of claims data. The Executive Director delegates the responsibility for the security and processing integrity of the claims information system to the Information Systems Manager and serves as a backup. The Executive Director delegates the responsibility for the operation of the claims adjustment processes to the claims administration staff.

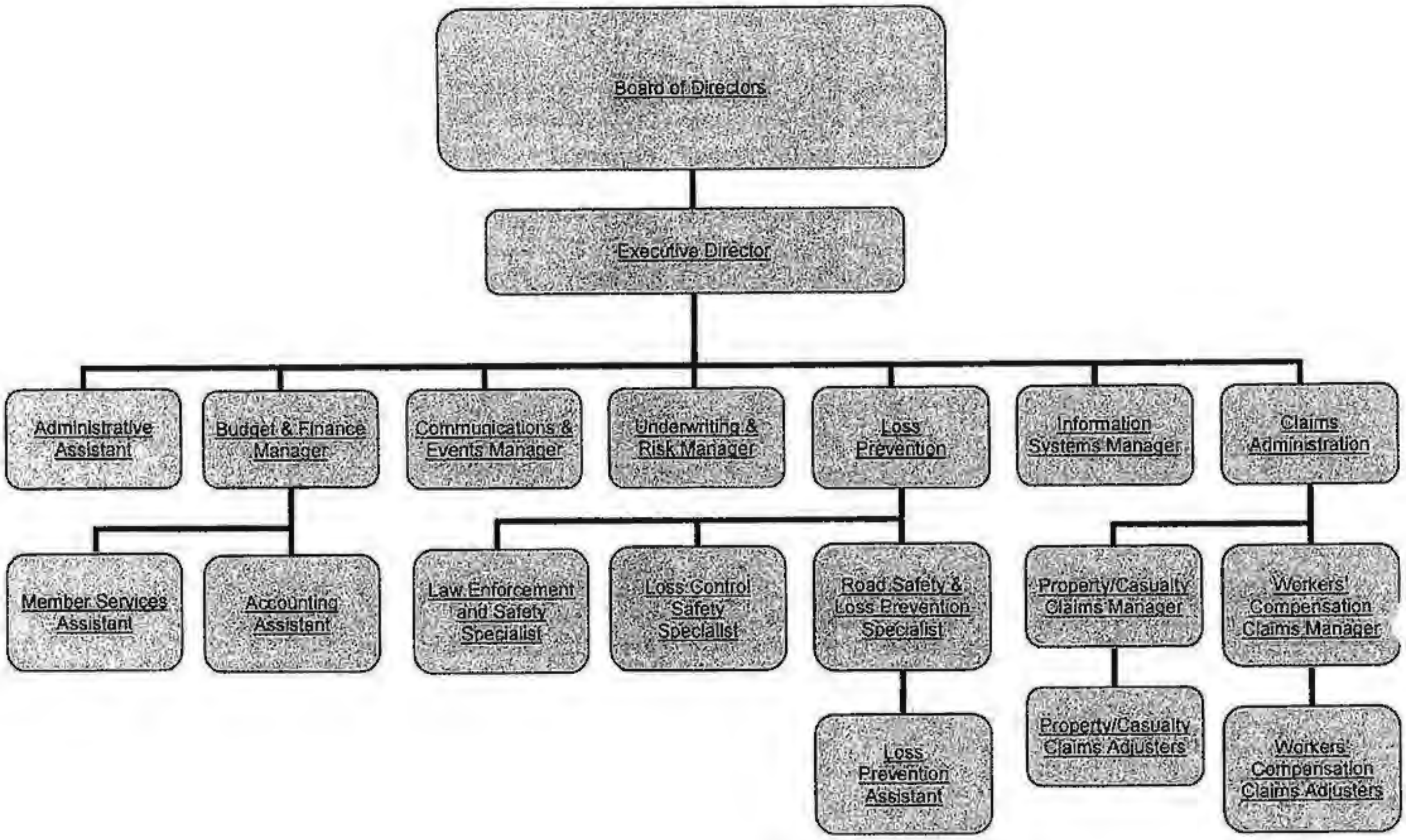
The Information Systems Manager is responsible for the claims information system located in the Lincoln office which utilizes RISKMASTER software. RISKMASTER software is a software application used for claims processing, payments and reporting. The RISKMASTER software records reported incidents, converts incidents to claims, and maintains all relevant claims information.

NRMA, Inc. is solely responsible for providing administration and maintenance over the application, server and network connections.

The NRMA, Inc. Board of Directors meets regularly to monitor business activities and attainment of goals and objectives. The Executive Director presents a report of operations to the Board of Directors at each regular meeting. The Board of Directors has access to interim information through their access to the dedicated Web Portal.

Control activities occur throughout NRMA, Inc. and include a range of activities as diverse as approvals, authorizations, verifications, reconciliations, reviews of operating performance and segregation of duties.

ORGANIZATION CHART



INFORMATION TECHNOLOGY

The information systems function is located in the Lincoln office. The Information Systems Manager is responsible for coordinating with vendors to resolve any technical issues.

NRMA, Inc. uses RISKMASTER software, developed by Computer Sciences Corporation) which is a software application used for claims processing, payments, and reporting. RISKMASTER is hosted on three Windows 2008, 64 bit, virtual servers, all contained on one physical machine. NIRRM01 houses the software application, NIRSQL01 houses the data and is a SQL server and NIRBI01 houses the Business Objects report writing software. The servers are located in Lincoln, Nebraska and use standard protocols to interact with terminals, accept data, apply prescribed processes to data, maintain an audit trail, and respond to inquiries. The NRMA, Inc. offices are connected through a local area network with a CISCO firewall which is centrally managed by Five Nines, an outside consultant.

RISKMASTER is utilized within NRMA, Inc. and is accessible as "read only" at client offices. NRMA, Inc. is the owner and solely responsible for providing administration and maintenance over the application, server, and network connections. The RISKMASTER application records reported incidents, converts incidents to claims, and maintains all relevant claims information. One client has been granted rights to add notes to a claim.

Standard claims information and reports are delivered to clients on various schedules. If a non-standard report is requested by a client's broker, excess carrier, etc, the client must preapprove any reports or schedules being sent to other parties. The client is also copied on any outgoing transmission. All reports are reviewed and balanced to insure accuracy before they are distributed.

RISKMASTER USER PRIVILEGES GROUPS

RISKMASTER user privileges groups are defined with access consistent with functions typically performed in the system. When users are assigned to a RISKMASTER User Privileges Group and approved by the Information Systems Manager, they assume the security characteristics of that group. For example, when a user is assigned to the "Claims Adjuster 1" group, that user is given the access that was defined for the group (access to all claims functions, enter payments up to specified amounts, but no financial functions). If one of these users becomes a Claims Manager and he/she is assigned to the "Claims Manager" group in the system, he/she will automatically take on the access allowed for the "Claims Manager" group, and will no longer have the same field and function limitations as the "Claims Adjuster 1" group.

Modifications cannot be made to the standard security groups by anyone other than the Information Systems Manager or Executive Director.

BUSINESS ENTITY SECURITY

RISKMASTER, through the security module, utilizes Business Entity Security. This enables users to be locked out of other client's data and views. It first designates a security group. Within that group, it establishes which entities within the organizational hierarchy the group can see. For example, Client X, may only see data for Client X. If Client X has various departments and only wants users to be able to view their particular department, that access is limited through this tool. The adjuster text option of "visible" or "not visible" to the group can also be selected. As the last step, individual users are assigned to the group. If Client X had 10 departments and only wanted each department to see their own data, 10 groups could be assigned plus an additional group for management to see all departments.

Modifications cannot be made to the Business Entity Security by anyone other than the Information Systems Manager or Executive Director.

DESCRIPTION OF INPUT, PROCESSING, AND REPORTING

CLAIMS PROCESSING

INITIAL DATA ENTRY FOR THE FIRST REPORT OF INCIDENT

The claims setup process is performed at the NRMA, Inc. Lincoln office, using the RISKMASTER application installed on the NIRRM01 server and the database located on the NIRSQL01 server.

New claims are received via website, mail, fax, e-mail, or called in to the office. Mailed forms are date stamped upon receipt. Faxed and e-mailed claims already have the date on them.

The fax machine, which is centrally located in the NRMA, Inc. office, is frequently checked for new reporting forms.

Property and Casualty: The original information is given to the Property/Casualty Claims Manager. The Claims Manager reviews the information and fills out the event information form and, if necessary, the claim/claimant information form. Completing these forms includes setting initial reserves and assigning an adjuster. The Claims Manager hands the appropriate forms to the Administrative Assistant who sets up the claim within RISKMASTER and sets up the paper file.

Following assignment, the file jacket is labeled with the event and claim number. The file jacket, including the original form, is forwarded to the assigned adjuster to check the input of data by the Administrative Assistant into RISKMASTER and to file the jacket in with their current case load. A diary within the RISKMASTER system is also set up at the same time the claim is entered. The diary notifies the adjuster when the first report or follow up is required.

Workers' Compensation: The original information is provided to the WC Claims Manager who assigns an adjuster based on severity of injury. The form is then given to the Member Services Assistant for coding of nature and cause of injury as well as body part. The form is then input and set up as a paper file. An initial medical reserve of $500 and expense reserve of $50 are set up.

Following assignment, the file jacket is labeled with the event and claim number, event date and adjuster initials, including the original form, and is forwarded to the assigned adjuster to check the input of data by the Member Services Assistant into RISKMASTER and to file the jacket in with their current case load. Additional labels are also printed to expedite sending of future bills. A diary within the RISKMASTER system is also set up at the time the claim is entered. The diary notifies the adjuster that a new claim exists and to initiate required contact.

DATA EDITS AND VALIDATIONS

Property and Casualty Claim Setup

- To begin the setup process, the Administrative Assistant chooses event from the document drop down menu. An event type of either general claim or vehicle accident is selected. A subcategory under general claim is selected.

Event Information Screen

- The event number will automatically fill when the event is saved.
- The date and time of event are entered.
- Event status is always open.
- The department is selected from the organizational hierarchy.
- The date and time reported are entered. These represent when NRMA, Inc. actually received the notification of the event.

Event Detail Screen

- All location address information available is entered.
- The event description is entered.
- If an event already exists, type of claim to add is entered.

Claim Information Screen

- The claim number automatically fills upon saving the claim information screen.
- The claim type is entered from the form.
- The department automatically fills from the event information screen.
- Claim status is always open.
- Date/time of event automatically fills from the event information screen.
- The date of claim is the date the client was notified of the claim. This date cannot be before the date of the event.
- The date reported is the date received by NRMA, Inc. and should match what is on the event screen.
- The deductible is manually entered.
- The Self Insured Retention (SIR) is manually entered by the adjuster after reviewing the claim.
- The policy name is selected.
- The cause code is selected for internal reporting.

Financials Screen

- The reserves are entered, by category, based on initial information received from client. These levels are established by the Claims Manager.

Adjuster Screen

- The assigned adjuster is selected via the lookup tool as indicated on the initial input form.
- Current adjuster box is checked.

Claimant Information Screen

- All information received on the claimant is entered as indicated on the initial input form. The primary claimant box is always checked as there is never more than one claimant per claim.
- If applicable, Medicare information is entered on MMSEA data tab.

Diary Set-up

- The adjuster is selected as the diary recipient.
- Diary for Claim is selected as the task name.
- The due date is entered as indicated on the initial input form. The amount of days will vary depending on the severity or type of claim.

Workers' Compensation Claim Setup

- To begin the setup process, the Member Services Assistant chooses Event from the documents drop down menu.

Event Information Screen

- The event number will automatically fill when the event is saved.
- Event Type is always WC.
- The date and time of event are entered.
- Event status is always open.
- The department is selected from the organizational hierarchy.
- The date and time reported are entered. These represent when the employer received the notification of the event.
- Injury date range is entered as day of injury (i.e. 7/6/2012 – 7/6/2012).

Event Detail Screen

- All location address information available is entered.
- Event description is entered by clicking on the ellipsis button. This is a free text field and a complete description can be entered.
- Event on premise box is checked if the injury/illness occurred on the client's property. If checked, the system will automatically fill the state, zip, and county of injury.
- If event on premise box is not checked, the location address, city, state, zip, and county of injury all need to be manually input from the First Report of Incident (FROI).
- The event on Premise is entered if yes.
- The primary location is not required to be entered.
- Number of fatalities is only populated if there is a fatality.
- Cause code has been noted on the FROI by the Member Services Assistant and is entered manually or selected via the magnifying glass option.
- Time workday began is entered from the FROI if provided. This is not a required field.

The subcategories under Workers' Compensation are WCRO-Record Only, WCMO-Medical Only, or WCLT-Lost Time. This opens the claim setup screen. All data is obtained from the FROI report which has been coded by the Member Services Assistant.

Event Supplemental Screen

- The Event SIR is input for certain clients.

Claim Information Screen

- The claim number will automatically fill upon saving the claim.
- Claim type of WCRO (Workers' Compensation Record Only) is always selected.
- The employee number is the social security number of the claimant. RISKMASTER then checks to see if this employee already exists within the system. If they already exist, much of the employee information tab will be automatically filled for verification against current information.
- The department will autofill.
- The file number is filled later upon receipt of the filing of the FROI with the workers' compensation court.
- The service code field is used to distinguish checking accounts for WC claims for certain clients.
- The date and time of claim are entered from the date NRMA, Inc. is notified in the occurrence/treatment portion of the FROI.
- The date reportad autofills.
- The respective SIR for the applicable policy period is input into the Estimated Collection field.
- The policy is selected based on client and event date.
- Jurisdiction is always NE.

Employee Information Screen

- If the employee already exists in the system, the following fields will automatically fill:
    - Last name
    - First name
    - Address
    - City
    - State
    - Zip
    - Social security number
    - Date of birth
    - Sex
    - Home Phone

- Information must be verified to make sure nothing has changed.
- If the employee did not previously exist in the system, all the above fields in addition to dependents need to be manually entered. If dependent information is not provided, a not applicable (NA) is input into the dependent field. Additional information, such as phone numbers, is input only if provided.
- Cost center for NIRMA II claims input. This field is for reporting of body "sections" for LEL (Law Enforcement Liability) reporting.

Employment Information Screen

- If the employee already exists in the system, the date hired, position code, and department will automatically fill.
- Date hired is a required field.
- Position code is required and coded by the employer and verified by Member Services Assistant at initial input.
- Department should carry over from the claim information screen. If not, it is entered manually.
- No data should be entered into pay type, pay amount, hourly rate, hours per week, or weekly rate.
- All seven days under work week must also be checked. Date of death is only entered if it is a fatality claim.
- Marital status should always be entered. There is a code for unknown if the data is not provided.
- Work permit date, work permit number, NCCI class, and job classification are left blank.
- The active box is checked.
- If employee is full time, the full time box must be checked.

Medical Information Screen

- Disability type is entered.
- Body part is required and noted by Member Services Assistant at initial input.
- Injury code is required and noted by Member Services Assistant at initial input.
- Treatment is required to be entered, if available. If not given, mark "No medical treatment".
- Other fields may be entered during the adjustment process by the assigned adjuster.

Case Mgt/RTW Screen

- Nothing is initially entered into this screen. All necessary entries will be made by the assigned adjuster.

Jurisdictional Screen

- FROI Day of Injury Paid is unknown.
- FROI unemployment number is 0.
- FROI salary continued is Unknown.
- Employment Status Code must be entered. Code listings are available by clicking on magnifying glass.

Supplemental Screen

- Required fields are
    - Position code.
    - Location (County name is input here). Location is input as county or city depending on client.
    - EDI (Electronic Data Interface) FROI filing status is always input as R for ready to send.
    - EDI FROI maintenance type code is always input as 00-original.

Financials Tree Tab

- An initial medical reserve of $500 and expense reserve of $50 is set. This will be adjusted, as necessary, as the claim develops and the investigation continues.
- Status is Open.
- Reason is initial reserve.

Adjuster Tree Tab

- The assigned adjuster is selected via the lookup tool as indicated on the initial input form.
- Current adjuster box is checked.

Diary Set-up

- The adjuster is selected as the diary recipient.
- Evaluate New Claim is selected as the task name.
  The due date is the date of entry. Work activity is Evaluate New Claim.

FROI printing and submission

- FROI is printed for submission to OHARA (nurse case management and PPO network)
- SSN is deleted and page is printed
- FROI's are scanned, encrypted with password and emailed to OHARA daily.

CONVERTING AN EVENT TO A CLAIM

(Property and Casualty only as Workers' Compensation are all set up as claims immediately.)

When a reported event is converted to a claim, the claim must be set up within RISKMASTER. The same process is followed as with a new claim, except the event is accessed within RISKMASTER and a new claim created within that event by right clicking on the event number in the left hand navigation tree. This is performed by the Administrative Assistant with information provided by the Claims Manager.

CHANGES TO CLAIM DATA BEYOND INITIAL SETUP

Beyond the initial claim setup in RISKMASTER, changes to claimant data are limited to Claims Managers, Claims Adjusters, the Information Systems Manager, and the Executive Director.

When additional information is received that indicates a reserve update/change is appropriate, the Claims Adjuster, or the appropriate individual with the proper authority level, makes the necessary change. Upon completion of that change, the assigned Claims Adjuster enters written documentation into the adjuster note portion of RISKMASTER noting the change has been made. Reasons for the change are entered if the change is larger than $10,000. An executive summary is completed upon every diary review. For Property and Casualty claims, the executive summary is reviewed by the Claims Manager and then given to the Underwriting and Risk Manager. For Workers' Compensation claims, the executive summary is given directly to the Underwriting and Risk Manager. The reviewed executive summary is added to the paper file. All copies of the executive summary prepared during the life of the claim are maintained in the file.

On a monthly basis, individual reports are generated that show all changes in total incurred and all changes in claim status.

The change in total incurred report shows all changes made to any total incurred reserve category, either positive or negative, regardless of claim status at month end. This report is balanced by taking the previous month's total incurred amount, adding or subtracting the total change, and comparing it to the total for the current month end.

The change in claim status report shows all claims that had any status change within the month. This would include a claim that was closed prior to the current month, but reopened during the current month and then closed again. The report would show two entries for this claim—one for the reopening and one for closing it the second time.

These reports are distributed to the client on a monthly basis, or as otherwise requested.

SIGNIFICANT EVENTS AND CONDITIONS

As regulations, compliance and client reporting requirements change and evolve, modifications are made to RISKMASTER as needed. The modifications can include coding changes/additions and report writing. Examples of situations where this applies are member individual deductibles, Medicare and reinsurance. All changes to the RISKMASTER software are performed by the software developer.

CLAIMS ADJUSTMENT AND ESTIMATION

PROPERTY AND CASUALTY

Files will be assigned to a Claims Adjuster as received. Investigation of each claim will begin immediately upon report of the claim. Contacts with claimants will be made based on the contracted agreement with the client. Recorded statements will be taken on initial contacts if needed and as allowed by the party being contacted. All additional file investigation will be conducted to meet timelines as agreed in the contract and/or service instructions for handling of the account.

NRMA, Inc. sets reserves based on the ultimate probable outcome of a claim. Reserves set in this manner are based on field investigation and determination of liability, including comparative fault of any third party presenting a claim. Taking the fault factor into consideration the Claims Adjuster determines what they believe to be the probable outcome of a claim and reduce it by the amount of fault they believe can be attributed to others and reserve at the level they believe the outcome to be.

Claims Adjusters review new and existing claim activity on a regular basis to determine whether reserve adjustments are necessary, based on newly developed information, payments made, and anticipated outcome of the claim. Claims Adjusters have limitations within RISKMASTER for the maximum amount of reserve they can post without Claims Manager approval. A Claims Adjuster is unable to post a reserve that is over the system allowed limit. If the reserve needs to be set at a higher level than the system allows, the Claims Manager will need to set the limit. If the reserve is larger than the Claims Manager is authorized for, either the Information Systems Manager or Executive Director will need to change the reserve.

The Claims Manager performs claim file reviews/audits, depending upon the experience of the Claims Adjuster, the type of claims received, and other considerations.

The Claims Manager reviews open claim reserve reports on a monthly basis. The Claims Manager and Executive Director review caseloads based on reports generated at month end.

WORKERS' COMPENSATION

After the Claims Adjuster receives a new claim, contact is made with the employer/supervisor and claimant. The Claims Adjuster then takes the claimant's verbal statement and/or recorded statement if needed. Witness statements are also secured, if necessary. Medical records and other pertinent documentation is ordered, as deemed necessary, and once received, the Claims Adjuster makes the appropriate decision concerning compensability.

Medicare fields are populated, by adjuster, after all employee information is verified with the employee.

The following summarizes the general reserving procedure and philosophy:

> RECORD ONLY: Claims reported on a record only basis are established with a minimum reserve of $500. Follow up calls are made and the case is typically closed within a month.
>
> MEDICAL ONLY: An initial medical reserve of $500 and expense reserve of $50 is established upon receipt of the first report of alleged occupational injury or illness form. Once the adjuster handling the claim is able to assess the extent of the injury, the reserve is adjusted accordingly. This adjustment is made within the first 30 days of receiving the claim. Reserves may be further refined by reviewing the attending physician's recommendations for additional anticipated treatment and comparing this against the established treatment standards.
>
> INDEMNITY: Indemnity reserves are established and adjusted as expediently as possible. These reserves are determined by first calculating the claimant's temporary total disability rate and then multiplying this by the estimated time off work. Any potential impairment rating is also estimated and reserves placed appropriately. On indemnity claims, a nurse case manager may assist the Claims Adjuster to manage and facilitate the claimant's return to work. The nurse case manager will advise the Claims Adjuster of any extraordinary circumstances or changes in condition and the Claims Adjuster will make any adjustments in indemnity reserves immediately and appropriately.

All workers' compensation claims start as record only. Once a payment is made the claim is automatically established as medical only or indemnity, based on the nature of the payment. If a medical payment is made, the claim is classified as WCMO. If an indemnity payment is made later, the claim is then changed to indemnity (WCLT).

The Claims Manager performs claim file reviews/audits, depending upon the experience of the Claims Adjuster, the type of claims received, and other considerations.

The Claims Manager reviews open claim reserve reports on a monthly basis. The Claims Manager and Executive Director review caseloads based on reports generated at month end.

CLAIMS DENIAL AND DISPUTE

PROPERTY AND CASUALTY

All claims are thoroughly investigated to determine compensability. Should a recommendation be made to deny the claim, the client is notified, in writing, of the recommendation and the basis for said recommendation.

On disputed claims an outline is prepared that defines the dispute for the client's review. After the client reviews the outline, a written response is requested from the client to document the client's decision and the response is added to the paper file and notes are added to the adjuster note section of the claim.

WORKERS' COMPENSATION

The information reviewed to determine compensability may include, but is not limited to, information from the employee, employer, and witness statements; medical records, contact with treating physician; the Nebraska Workers' Compensation Court; surveillance; IME (Independent Medical Examination); second opinion; Nebraska Workers' Compensation statutes and case law.

When the investigation supports a denial or disputed claim, the Claims Adjuster sends a written recommendation of denial to the client. Documentation supporting the denial accompanies the letter of recommendation and the client reviews the denial and offers a final decision. If it is agreed that the claim should be denied, the Claims Adjuster then sends a letter to the claimant, with a copy to the client, explaining the denial in detail. Once the claim presented has been denied, the burden of proof is on the claimant to exhibit that the injury arises out of and in the course and scope of employment.

CLAIMS PAYMENTS

PAYMENT DATA ENTRY

PROPERTY AND CASUALTY

The Claims Adjuster receives hard-copy provider bills by mail, fax, or e-mail. The Claims Adjuster matches bills to the correct claim and reviews by comparing to estimates, if applicable. The Claims Adjuster then enters the bill into RISKMASTER. Access to enter payments into RISKMASTER is restricted according to user job function. Payment authority limit controls within the application prevent users from entering payments over their approved levels.

The bill is placed within the claim file at the NRMA, Inc. office according to established office practice.

WORKERS' COMPENSATION

Bills are received as hard-copy provider bills by mail, fax, or e-mail. The Member Services Assistant date stamps each bill and medical record, affixes claim labels as necessary and distributes the bills to the assigned adjuster. The Claims Adjuster reviews bills to ensure they are applicable to the workers' compensation injury. The Claims Adjuster will order additional medical records as needed to document compensability of a specific payment. Once approved, the bill is initialed, and given to the Member Services Assistant or the Accounting Assistant, whichever is appropriate, to process according to the applicable fee schedule or forward to StrataCare. Access to enter payments into RISKMASTER is restricted according to user job function. The Accounting Assistant, the Member Services Assistant, and the Information Systems Manager are cross trained for this function.

The bill is either stamped "paid" or "Submitted to Bill Review" depending on whether paid or sent to StrataCare. The bill is returned to the Claims Adjuster and placed within the claim file at the NRMA, Inc. office according to established office practice.

PAYMENT ENTRY VALIDATIONS

The payment entry screens within RISKMASTER have the following data validations:

- There must be enough reserves in the category for the pay code entered to cover the pay amount.
- A valid transaction type must be entered.
- A valid pay code must be entered.

COMMITTING PAYMENTS

Upon request of the Claims Manager, or in their absence, a Claims Adjuster, the Member Services Assistant processes a pre-check register and delivers it to the Claims Manager for review. The Claims Manager reviews the pre-check register to identify and research any unusual items. The Claims Manager reviews and notes their final approval to release payments by initialing and dating each page of the report. The manager then routes the report to the other Claims Adjusters for their final approval in the same manner.

Should there be a questionable payment that requires more time to investigate, the Claims Manager/Adjuster will ask the Information Systems Manager to void the payment or place it on hold until the Claims Manager/Adjuster is satisfied that the payment is appropriate. If the payment is voided, the Information Systems Manager keeps a copy of the print screen and provides a copy to the Claims Adjuster for the paper file. The pre-check register is then reprocessed to exclude the payment in question.

The pre-check register is then returned to the Member Services Assistant who prints the checks. The electronic signatures are automatically printed on the check if NRMA, Inc is the owner of the account or the client has provided authorized signatures. If the check amount is greater than $100,000 the checks must be physically signed.

BANKING PROCESS

The Banking Process includes bank accounts that are owned by NRMA, Inc. on behalf of a client or carrier with Union Bank and Trust.

The accounting department performs monthly bank reconciliations for bank accounts owned by NRMA, Inc. on behalf of a client or carrier. A reconciliation package, including the bank statements, lists of checks written, cleared and outstanding, and an invoice for fund replenishment is sent to the client.

MONITORING AND CLAIMS INFORMATION REPORTING

NRMA, Inc. has control activities in place to insure information entered into the RISKMASTER system is completed accurately. Control activities include approvals, authorizations, verifications, reconciliations, reviews of operating performance, and segregation of duties.

The Claims Managers review data entered into the RISKMASTER system to verify information agrees to the information reported from outside parties. Claims Managers also review Claims Adjusters work on an ongoing basis to verify information is being reported based upon NRMA, Inc.'s claims policies and procedures. The Claims Managers and Executive Director review and approve checks written on a weekly basis before the checks are printed. Any issues noted during review are resolved prior to the check being printed.

The RISKMASTER software allows the Information Systems Manager to restrict amounts that can be entered by certain individuals based upon their job description. Each user privileges group, such as data entry personnel, Claims Adjusters, Claims Managers, and the Executive Director and Information Systems Manager, have restrictions on the amount of reserves they can enter into the system. If reserves exceed each of the user privileges group restricted limits, that employee needs approval of the reserve amount from the individual directly above them in the user privileges group (See Organization Chart on page 8). If amounts are above the highest user privileges group, the Executive Director must get authorization according to the instructions described in each individual contract.

Claim reports are reviewed and reconciled on a monthly basis and are tied out to other worksheets prepared by NRMA, Inc. If issues arise in the reconciliation, they are resolved immediately. Reconciliations must be completed prior to any information being sent out to clients. The bank accounts are also reconciled and reviewed on a monthly basis and any issues noted are resolved immediately so there are no problems carried over from month to month. All reconciliation reports are reviewed by individuals other than those who prepared the reconciliation and this is documented by the individual signing off as completing the review.

Claims information and reports are delivered to clients on regular monthly, quarterly and annual schedules. In addition, special reports are prepared as requested. Procedures for reports are as follows:

> Month End Reports: Regular claims activity is reported to clients immediately following month end closing and balancing. Month end reports for external distribution are saved in a password protected pdf format and emailed to the appropriate party. Month end reports for internal distribution are prepared as paper copies and provided to the appropriate staff members. All reports are also stored electronically. Paper copies maintained by the Information Systems Manager are shredded after the year end audit is complete.
>
> Quarter and Annual Reports: Quarter and annual reports are run and distributed immediately following the end of the quarter or year closing and balancing. Quarter and annual reports are distributed as password protected pdf or excel files via email to external parties such as brokers, excess carriers, actuaries, accountants and clients in pdf or excel format. Quarter and annual reports are prepared as paper copies and provided to the appropriate staff members.
>
> Special Request Reports: Reports are designed/generated/verified upon receipt of a written request. If a new report is requested from an external party other than the client, permission is obtained from the client before the report is generated and distributed. Reports prepared for external distribution are saved in a password protected pdf or excel format and emailed to the authorized party. Reports prepared for internal distribution are prepared as paper copies and provided to the appropriate staff members.

GENERAL COMPUTER CONTROLS

INFORMATION SECURITY

Information Security Policies

Information security policies are written and included in the employee handbook. These policies address the following topics:

1. Proprietary and confidential information
2. Personal conduct
3. Monitoring electronic communications
4. Password policy
5. Mobile device security
6. Visitor access
7. Disposal of equipment
8. Data breach

APPLICATION SECURITY

RISKMASTER is a web browser application, which means the user's computer (the client or NRMA, Inc. staff) is the requesting machine and the server is the supplying machine. The NRMA, Inc. staff performs all of the application processing. The data within the application is segregated by the organizational hierarchy in the consolidated database. The organizational hierarchy drives all access and the business entity security is based completely on this hierarchy. A user must be given access to a specific hierarchy level in order to view any information for that client/location/department. Access can be granted either individually or by groups.

The Security Group assigns access to the RISKMASTER application based on user groups created or modified by the Information Systems Manager. The Information Systems Manager is responsible for administering user privileges and the business entity security module. Any unusual permission for a job function (additional access is requested for a user greater than his or her job function normally requires) is discussed fully with the Executive Director before said change is made. Hierarchy levels represent clients, and therefore users can only modify information pertaining to clients to which they have been assigned.

NETWORK AND SERVER SECURITY

Users are able to access the RISKMASTER system from any computer system with Internet Explorer 7 or above, providing they have the correct url, user name, and password.

- Security Management System is enabled through the user section of security management. Only the Information Systems Manager and the Executive Director are authorized users. All guest auditor user identifications are disabled upon completion of work.
- A third party vendor is used on a 24/7 basis for monitoring server availability.
- A CISCO ASA5505 firewall is utilized to restrict outside access. Only necessary ports are forwarded to the internal network and all other incoming traffic is stopped.
- Individual computer systems automatically log out if unused for 30 minutes.

The Information Systems Manager corresponds with the network administrators regarding any terminated employees. The Information Systems Manager then verifies that the system access provided to the terminated user has been removed.

NRMA, Inc. is using Symantec cloud endpoint antivirus to protect the PCs and servers from virus attacks. Virus definitions are updated daily at 2:00 am and a full scan of each PC and server are performed each Sunday at 2:00 am.

Microsoft Windows updates are also a crucial part of Windows security. Microsoft Windows updates are controlled by Labtech Patch Management. Windows updates are controlled from a central location with Labtech pushing out updates every third Thursday of the month starting at 8:00 PM to improve manageability. Server updates are managed by a Five Nines Engineer to approve, install and reboot servers at time of updates. Backups are monitored each day with a report sent to the primary engineer at Five Nines.

Installed network equipment is monitored for security breaches by software overseen by Five Nines. Five Nines will notify the Information Systems Manager if a possible breach has been identified.

At that time, Five Nines also reviews the Windows updates, backups (Automated), and Labtech (Automated).

PHYSICAL SECURITY

The servers and network equipment all reside in the NRMA, Inc. Lincoln office. The backups are housed off-site on a dedicated machine. A Firewall is in place as well. The office itself is secured through an elevator and stairwell key system, which prevents unauthorized individuals from gaining access to the interior of the floors that NRMA, Inc. resides on. Building access is restricted by a tenant controlled intercom (EntraGuard) system that utilizes the tenant phone. It is open to the public from 7:30 AM to 5:30 PM Monday thru Friday and 8:00 AM to Noon on Saturday. A key is required at all other times.

Office access is available to the public from 8:00 AM to 5:00 PM Monday thru Friday and requires key access (via elevators or stairs) at all other times.

The data center requires an additional level of key security, which is given only to the Information Systems Manager and the Executive Director of NRMA, Inc. The data center walls extend from floor to ceiling to further prevent unauthorized entry.

ENVIRONMENTAL CONTROLS

The CenterStone Building complex includes the following environmental prevention and detection resources:

- The building's fire alarm panel is monitored 24/7 by a UL approved central station. It is monitored by Security Equipment Incorporated, located in Omaha, Nebraska.
- The building has sprinkler systems on all floors.
- Two Universal Power Supplies are utilized in the data center. The UPS processes the incoming power supply and provides a constant voltage level to the equipment connected to the unit. The UPS is capable of providing battery back-up for a limited amount of time.
- The data center has a dedicated heat pump whose fan is on at all times for circulating and cooling. The data center also utilizes a separate thermostat to control the temperature inside the data center.
- A fire extinguisher, safe for electronic equipment, is also maintained outside of the data center.
- A Geist RAC10 small space cooling unit provides additional protection in case of heat pump or air conditioning failure.

APPLICATION SYSTEM IMPLEMENTATION AND MAINTENANCE

Normal Changes that can be implemented by Information Systems Manager

Users or clients can request changes to the RISKMASTER application. All changes must be submitted in written form. The written request is sent to the Information Systems Manager for assessment.

Upon receiving the written request, the Information Systems Manager determines whether the change is feasible and workable within the present setup. If the request is made by a client, a cost estimate will be developed by the Information Systems Manager for completion of the project. Consultation with the Executive Director and relevant Claims Manager is held before requests are approved. Upon approval, a timeframe is assigned and communicated to the Executive Director and client. The project status is also communicated to the Executive Director and client on a predetermined schedule.

The Information Systems Manager performs the changes and testing. Depending on the nature of the change, it may be first implemented and tested in the training database. Once testing is satisfactorily completed, the changes are implemented into the live database where it is again tested. If the change is minor, it is implemented directly into the live database and initial testing done there. Users may assist in performing testing for the change and, if assistance is provided, will provide a sign off to the Information Systems Manager for the proper functionality of the change.

Regular releases are installed on an as needed basis. Release notes are reviewed for necessity of updates. Before installing any new release, a copy of the live database is saved to the training database. When releases are implemented, they are first installed and tested on the training database. Functions that are tested include EDI functions, report generation, financial history, a general review of random claim files, and any other function specifically identified in the release notes. Once testing is completed to the Information Systems Manager's satisfaction, the release is then installed on the live database.

Emergency Changes and Issues

The Information Systems Manager initiates emergency or critical changes that cannot be performed internally by contacting the RISKMASTER help desk and outlining the outstanding issue or problem. After submission to the RISKMASTER help desk, it is assigned to a representative who is knowledgeable with that particular area. An issue number is assigned for internal tracking by RISKMASTER. They will review the problem and either e-mail the solution or set up a web meeting to walk through the problem and resolve it. Critical issues are usually accomplished within a week.

Backup and Recovery of RISKMASTER

The databases that reside on the NRMA, Inc. server are backed up twice daily, dumping to the hard drive of the server. Transaction logs are backed up every four hours. The backup of the databases are copied nightly to an offsite machine.

Backups are being taken by Shadow Protect. Shadow Protect is an imaged based backup. Every hour between the hours of 7:00 AM and 6:00 PM an incremental backup is taken. Then at midnight the backups that were taken that day are rolled up into one backup. That backup is then sent offsite to a remote location. Each week the seven daily images are consolidated into a weekly image and the same happens with monthly's. Five Nines has automated the way backups are monitored. A report is sent to the primary engineer each day outlining if there were any failures and if offsite transfers are behind or on schedule. If anything needs attention, a Five Nines Engineer takes care of the issue.

A contract with Five Nines provides disaster recovery testing of all data to ensure all backups are working correctly. Testing is performed on the system whenever changes to the server environment occur (i.e. new server).

USER CONTROL CONSIDERATIONS

CONTROL OBJECTIVES AND RELATED CONTROLS

NRMA, Inc.'s control objectives and related controls are included in Section IV of this report and not included in Section III to eliminate duplication in this report. Although the control objectives and related controls are included in Section IV of this report, they are an integral part of NRMA, Inc.'s description of controls.

SIGNIFICANT CHANGES IN NRMA, INC. CONTROLS

During the current period, no significant changes have been made to the RISKMASTER software. A new module, however, was installed to facilitate the electronic bill review.

COMPLEMENTARY USER CONTROLS

Controls at NRMA, Inc. cover only a portion of the overall internal control that would be of interest to user organizations. It is not feasible for the control objectives relating to transaction processing to be solely achieved by NRMA, Inc. The user organization's internal controls must also be evaluated in conjunction with NRMA, Inc.'s description of controls provided by management in this report.

This section highlights certain internal control responsibilities that NRMA, Inc. believes should be present for the user organization. In order for user organizations to rely on the controls reported herein, user organizations must evaluate their own internal controls and determine if the following procedures are in place. Furthermore, the controls listed below are intended to only address those control objectives relating to the processing systems of NRMA, Inc. Accordingly, this list does not purport to be and is not a complete listing of the controls that provide a basis for the assertions underlying user organization's financial statements.

1. Controls should be in place at the user location to provide reasonable assurance that physical access to computer equipment, storage media, and user documentation at the user location is limited to properly authorized individuals.
2. Controls should be in place at the user locations to provide assurance that specifically defined application password controls implementing strong passwords are utilized by their end-users of the application interfacing with the NRMA, Inc. applications, as well as periodic changing of the password.
3. Controls should be in place at the user location to provide assurance that only appropriate individuals have the ability to re-enable a terminal after it has been disabled due to password security violations.

4. Controls should be in place at the user locations to provide assurance that end-users security for the applications interfacing to NRMA, Inc. applications is maintained and is consistent with general industry practices.
5. Controls should be in place at the user locations to provide assurance that access to applications interfacing to NRMA, Inc. applications is denied if the end-user logon fails after a predefined number of attempts.
6. Controls should be in place at the user location to provide assurance that users are assigned unique logon-IDs and that logon-IDs and passwords are not shared.
7. Controls should be in place at the user location to provide assurance that user IDs assigned to employees who have left the institution or changed duties are terminated on a timely basis.
8. Controls should be in place at the user location to provide assurance that existing access authorizations are reviewed on a periodic basis.
9. Controls should be in place at the user location to provide assurance that the account's inactivity time-out is enabled.
10. Controls should be in place at the user location to provide assurance that terminals are logged off when not in use.
11. Controls should be in place at the user location to provide assurance that appropriate measures exist to protect the user location's facility environment and prevent losses that would render the facility inoperable.
12. Controls should be in place at the user location to provide assurance that records are retained for an appropriate time period as designated by state and/or federal regulations.
13. Controls should be in place at the user location to provide assurance that transactions are authorized, complete, and accurate when sent to NRMA, Inc.
14. Controls should be in place at the user location to ensure that requests for funds originate from authorized individuals.
15. Controls should be in place at the user location to provide assurance that manual procedures to be applied in the event of system unavailability are developed, communicated, and tested regularly. Consideration should be given to procedures which may be appropriate and necessary for both a short-term and long-term interruption.
16. Controls should be in place at the user location to provide assurance that appropriate procedures are developed and implemented to confirm that parameters within the specification file for the institution are accurate.
17. Controls should be in place at the user location to provide assurance that the environment is suitable for complete, accurate and authorized end-user computing (i.e. certification of end-users, centralized logging of end-user application software, and regular management monitoring of end-user processing).
16. Controls should be in place at the user location to provide assurance that staff training and additional training needs are reviewed on a periodic basis.
19. Controls should be in place at the user location to provide assurance that there is a review of output and that potential errors identified within the output are communicated back to NRMA, Inc. in a timely manner.
20. Controls should be in place at the user location to review reports for completeness and accuracy. These reports should include but may not be limited to the following:
    a. Transaction Report—Documents all financial activity for the time period and provides details of each payment, refund, void, and recovery.
    b. Bank Reconciliation—Documents actual amounts debited or credited to the client's account.
    c. Claims and Expense Report—Provides details of all open claims for the client and provides information on current reserves, payment amounts, status, contract number, claimants, vendors, and providers for each open claim.

GLOSSARY OF TERMS

This glossary summarizes definitions of the terms used in this document.

Claim – A request for payment of a loss that may come under the terms of an insurance contract.

Claimant – The person who makes the claim. That is any person who asserts right of recovery.

Client – Organization for which NRMA, Inc. has been engaged to process claims.

Incident – An event that may lead to a claim.

Reported Event – Notification of an activity that occurred as a whole (may include several claimants and claims).

User Organization – Organization for which NRMA, Inc. has been engaged to process claims.

Vendors – Organizations that provide services to NRMA, Inc.

IV. Control Objectives, Control Procedures, Tests of Operating Effectiveness, and Results of Tests

Function:	A. Policies
Control Objective:	Controls provide reasonable assurance that personnel and security policies have been established, are reviewed periodically, and are implemented.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
A.1 Employees receive a detailed job description at date of hire and are notified of any updates to the description.	A.1.a Inquired of Executive Director to confirm that employees receive a written job description at date of hire, are notified of any updates to the description and sign the job description form representing they understand the terms of the description.	No relevant exceptions noted.
	A.1.b Inspected a sample of personnel files and noted job description forms were completed and signed by the employee.	No relevant exceptions noted.
A.2 Performance evaluations are performed annually and included in the employees' personnel files.	A.2.a Inquired of Executive Director to confirm that performance evaluations were completed annually for each of the employees.	No relevant exceptions noted.
	A.2.b Inspected a sample of personnel files and noted performance reviews were maintained and up to date in the files.	No relevant exceptions noted.

Function:	A. Policies
Control Objective:	Controls provide reasonable assurance that personnel and security policies have been established, are reviewed periodically, and are implemented.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
A.3 Security policies have been established and are periodically reviewed and approved by designated individuals.	A.3.a Inquired of Executive Director and Information Systems Manager to confirm that written policies are established and were followed throughout the examination period.	No relevant exceptions noted.
	A.3.b Inquired of Executive Director and Information Systems Manager to confirm that written policies were reviewed during the examination period.	No relevant exceptions noted.
	A.3.c Inspected up to date security policy for proper signoff of review by Executive Director and Information Systems Manager.	No relevant exceptions noted.
A.4 Security policy identifies the security requirements of authorized users which includes access rights and restrictions.	A.4.a Inquired of the Information Systems Manager to confirm that security groups were set up and used within RISKMASTER during the examination period.	No relevant exceptions noted.
	A.4.b Inspected security groups report to confirm authorized users had access to information listed within the security policy.	No relevant exceptions noted.
A.5 Access to the RISKMASTER system is limited to authorized users and is obtained from the Information Systems Manager via a specific URL, user name, and password.	A.5.a Inquired of Information Systems Manager and reviewed security policy to confirm that authorized users had the proper URL, a user name, and password to gain access to the RISKMASTER system.	No relevant exceptions noted.

Function:	A. Policies
Control Objective:	Controls provide reasonable assurance that personnel and security policies have been established, are reviewed periodically, and are implemented.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
A.6 New users, modifications to current users, and removing users is determined based on security policy and special handling instructions on a per client basis.	A.6.a Inquired of Information Systems Manager to confirm user access was handled according to security policy and special handling instructions throughout the examination period.	No relevant exceptions noted.
	A.6.b Inspected security policy and special handling instructions to verify users had appropriate access to the RISKMASTER system.	No relevant exceptions noted.
A.7 Information Systems Manager has responsibility of maintaining and updating RISKMASTER claims system security.	A.7.a Inquired of Executive Director and Information Systems Manager to confirm the Information Systems Manager has responsibility of maintaining and updating RISKMASTER security settings.	No relevant exceptions noted.
	A.7.b Confirmed with Executive Director and Information Systems Manager that they are the only users of RISKMASTER with the ability to access the Security Management Module through their access points.	No relevant exceptions noted.
	A.7.c Inspected RISKMASTER system to verify only employees with access to the security module are the Executive Director and Information Systems Manager.	No relevant exceptions noted.

Function:	A. Policies
Control Objective:	Controls provide reasonable assurance that personnel and security policies have been established, are reviewed periodically, and are implemented.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
A.8 Updates and changes to the RISKMASTER system requires authorizing, testing, and evaluating the system prior to implementation.	A.8.a Inquired of Information Systems Manager to confirm updates and changes to the RISKMASTER system requires authorization, test runs, and evaluation of changes prior to implementation into the live system.	No relevant exceptions noted.
	A.8.b Reviewed description of controls to verify proper procedures for applying updates and changes to the RISKMASTER system.	No relevant exceptions noted.
A.9 Complaints and requests for change are handled in a timely manner based on the sensitivity of the issue.	A.9.a Inquired of Information Systems Manager to confirm significant issues were handled timely and nonsignificant issues followed the Company's policy on special requests during the examination period.	No relevant exceptions noted.
A.10 Security breaches are identified and mitigated according to security policy.	A.10.a Inquired of Information Systems Manager to confirm security breaches were mitigated according to security policy during the examination period.	No relevant exceptions noted.
A.11 Training resources are utilized by the Information Systems Manager and provided/communicated to authorized users.	A.11.a Inquired of Information Systems Manager to confirm training and other resources were completed throughout the examination period.	No relevant exceptions noted.
	A.11.b Inquired of Information Systems Manager to confirm training and updates were communicated to authorized users throughout the examination period.	No relevant exceptions noted.

Function:	A. Policies
Control Objective:	Controls provide reasonable assurance that personnel and security policies have been established, are reviewed periodically, and are implemented.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
A.12 Security policy addresses the handling of exceptions and situations not addressed in the security policy.	A.12.a Inquired of Executive Director and Information Systems Manager to confirm that operations were logged and errors were reported throughout the examination period.	No relevant exceptions noted.
	A.12.b Observed that if errors occurred, operators noted the error and forwarded it to the Information Systems Manager, who resolved the issue and recorded it in the log notebook.	No relevant exceptions noted.
A.13 Applicable laws and service agreements are identified and consistently applied.	A.13.a Inquired of the Executive Director to confirm that laws and applicable service agreements were followed during the examination period.	No relevant exceptions noted.
	A.13.b Inquired of Executive Director to confirm that updates to laws and service agreements were communicated to authorized users during the examination period.	No relevant exceptions noted.

Function:	B. Communication
Control Objective:	Controls provide reasonable assurance that security information is communicated to authorized users and entity personnel.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
B.1 The description of controls is objective and contains its limitations/boundaries and is communicated to authorized users and entity personnel.	B.1.a Inquired of Executive Director and Information Systems Manager to confirm that description of controls was available to authorized users and was provided to entity personnel throughout the examination period.	No relevant exceptions noted.
	B.1.b Inquired of Claims Managers and Claims Adjusters about knowledge and understanding of the description of controls.	No relevant exceptions noted.
B.2 Access to secure information is communicated to authorized users and entity personnel.	B.2.a Inquired of Claims Managers and Claims Adjusters to verify "Special Handling Instructions" were followed throughout the examination period.	No relevant exceptions noted.
	B.2.b Inspected "Special Handling Instructions" to ensure information contained is current.	No relevant exceptions noted.
B.3 Updates and changes to system security are communicated to entity personnel responsible for implementation.	B.3.a Inquired of Information Systems Manager to confirm that updates and changes were communicated to entity personnel throughout the examination period.	No relevant exceptions noted.
	B.3.b Inquired of Claims Managers and Claims Adjusters to confirm updates and meetings regarding system security were communicated during the examination period.	No relevant exceptions noted.

Function:	B. Communication
Control Objective:	Controls provide reasonable assurance that security information is communicated to authorized users and entity personnel.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
B.4 Process for submitting complaints or requests is communicated to authorized users and entity personnel.	B.4.a Inquired of Information Systems Manager and Claims Managers to confirm that complaints or requests were communicated to authorized users and entity personnel throughout the examination period.	No relevant exceptions noted.
	B.4.b Inspected log for complaints and requests to determine whether they were handled and resolution was communicated to authorized users.	No relevant exceptions noted.

Function:	C. Access Restrictions
Control Objective:	Controls provide reasonable assurance that access is limited to authorized users.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
C.1. Access to enter reported event data is restricted based on job function.	C.1.a Inquired of Information Systems Manager that access to enter reported events in RISKMASTER were restricted throughout the exemination process.	No relevant exceptions noted.
	C.1.b Obtained access listings for the entry of reported events into the RISKMASTER application and confirmed with Information Systems Manager through inquiry that the individuals listed are authorized and appropriate.	No relevant exceptions noted.

Function:	D. Reserve Setting
Control Objective:	Controls provide reasonable assurance that claims reserves are restricted to appropriate personnel and are limited based on job function.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
D. 1 Access to modify claims reserves is restricted to individuals authorized by management.	D. 1.a Inquired of Information Systems Manager, Claims Managers, and Claims Adjusters that access to modify claims reserves was restricted throughout the examination period.	No relevant exceptions noted.
	D. 1.b Obtained access lists for modifying claims reserves and confirmed through inquiry with Information Systems Manager that the individuals listed were authorized.	No relevant exceptions noted.
D. 2 RISKMASTER does not allow Member Services & Accounting Assistant or Member Services Assistant to increase reserves for claims that exceed initial reserves.	D. 2.a Inquired of Information Systems Manager and Executive Director to confirm that Member Services & Accounting Assistant and Member Services Assistant did not have access to increase reserves throughout the examination period.	No relevant exceptions noted.
	D. 2.b Observed the Member Services Assistant logging into RISKMASTER and attempting to increase the claims reserve amount.	No relevant exceptions noted.

Function:	E(i). Information Security – Physical Security
Control Objective:	Controls provide reasonable assurance that logical access to applications and data is restricted to authorized individuals.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
E(i). 1 The Executive Director notifies the Information Systems Manager immediately of any termination of employment to remove user access.	E(i). 1.a Inquired of Information Systems Manager to confirm that the control activity was in place throughout the examination period.	No relevant exceptions noted.
	E(i). 1.b Inspected terminated employees listing for evidence that physical access was removed upon termination.	No relevant exceptions noted.

Function:	E(ii). Information Security – Physical Security
Control Objective:	Controls provide reasonable assurance that there are established routines and procedures for the backup and recovery of computer data.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
E(ii). 1 Policies and procedures are in place to ensure continued claims processing after a catastrophic event.	E(ii). 1.a Reviewed Business Continuity Plan on file and for catastrophic events and record recovery policy.	No relevant exceptions noted.
E(ii). 2 Equipment located within the data center is connected to two uninterruptible power source (UPS) units.	E(ii). 2.a Inquired of Information Systems Manager to confirm that the control activity was in place throughout the examination period.	No relevant exceptions noted.
	E(ii). 2.b Performed a walkthrough of the data center and observed two UPS units were connected to the computer equipment.	No relevant exceptions noted.
E(ii). 3 The UPS units are inspected regularly.	E(ii). 3.a Inquired of Information Systems Manager to confirm that the control activity was in place throughout the reporting period.	No relevant exceptions noted.
E(ii). 4 The room temperature is controlled by a separate thermostat and the use of a dedicated heat pump to the data center. The fan of this heat pump is on at all times. Data center has cooling system backup in case of heat pump and A/C failure.	E(ii). 4.a Inquired of the Information Systems Manager to confirm that the control activity was working properly throughout the examination period.	No relevant exceptions noted.
	E(ii). 3.b Performed a walkthrough of the data center and observed the space cooling unit.	No relevant exceptions noted.

Function:	E(iii). Information Security—Physical Security
Control Objective:	Controls provide reasonable assurance that physical access restrictions to the computer equipment and negotiable instruments are implemented and administered to ensure that only authorized individuals have the ability to access or use information resources.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
E(iii). 1 The office is secured through an elevator and stairwell key system which prevents unauthorized individuals from gaining access to the interior of the floors NRMA, Inc. occupies.	E(iii). 1.a Inquired of the Information Systems Manager to confirm that the office was secured through an elevator and stairwell key system throughout the examination period.	No relevant exceptions noted.
	E(iii). 1.b Performed a walkthrough of the office and observed that an elevator and stairwell key is required for access to the NRMA, Inc. office outside of public hours.	No relevant exceptions noted.
E(iii). 2 The data center requires an additional level of security, which is given only to the Executive Director and Information Systems Manager.	E(iii). 2.a Inquired of Executive Director to confirm that data center required an additional level of security throughout the examination period.	No relevant exceptions noted.
	E(iii). 2.b Obtained a list of individuals having access to the data center and confirmed through management inquiry that the individuals listed are authorized and appropriate.	No relevant exceptions noted.
	E(iii). 2.c Performed a walkthrough of data center perimeter with Information Systems Manager to confirm separate key is required to gain access to the data center.	No relevant exceptions noted.

Function:	E(iii). Information Security—Physical Security
Control Objective:	Controls provide reasonable assurance that physical access restrictions to the computer equipment and negotiable instruments are implemented and administered to ensure that only authorized individuals have the ability to access or use informetion resources.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
E(iii). 3 The data center walls extend from floor to ceiling to further prevent unauthorized entry.	E(iii). 3.a Inquired of the Information Systems Manager to confirm that the date center walls extended from floor to ceiling throughout the examination period.	No relevant exceptions noted.
	E(iii). 3.b Performed a walkthrough of the data center and observed that walls extend from floor to ceiling.	No relevant exceptions noted.
E(iii). 4 Checks are stored in a restricted area to prevent unauthorized access.	E(iii). 4.a Inquired of Budget & Finance Manager, Member Services Assistant, and Information Systems Manager to confirm that the control activity was in place throughout the examination period.	No relevant exceptions noted.
	E(iii). 4.b Observed the storage and printing area for evidence that checks were stored in a restricted area to prevent unauthorized access.	No relevant exceptions noted.

Function:	E(iv). Information Security—Physical Security
Control Objective:	Controls provide reasonable assurance that RISKMASTER security tools and techniques are implemented to restrict access to critical resources.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
E(iv).1 Within RISKMASTER passwords are required to be set up for users.	E(iv).1.a Inquired of Information Systems Manager to confirm that the passwords were required by the system.	No relevant exceptions noted.
E(iv).2 Users are limited to application menus and cannot access the Security Management Module of the RISKMASTER system.	E(iv).2.a Inquired of Information Systems Manager to confirm that the users were limited to application menus throughout the examination period.	No relevant exceptions noted.
	E(iv).2.b Confirmed with Executive Director and Information Systems Manager that they are the only users of RISKMASTER with the ability to access the Security Management Module through their access points.	No relevant exceptions noted.
	E(iv).2.c Observed the Member Services Assistant logging in to the RISKMASTER system and denied access to the Security Management Module of the software.	No relevant exceptions noted.
E(iv).3 Only the Information Systems Manager, Member Services & Accounting Assistant, and Member Services Assistant have the authority to access the Utilities Module of the RISKMASTER system.	E(iv).3.a Inspected user listing with access to RISKMASTER Utilities Module and noted authorized personnel were only individuals with access.	No relevant exceptions noted.

Function:	E(iv). Information Security—Physical Security
Control Objective:	Controls provide reasonable assurance that RISKMASTER security tools and techniques are implemented to restrict access to critical resources.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
E(iv). 4 Departments (clients) have limited access to view only the claims within their department. (i.e. do not have access to other departments (clients)).	E(iv). 4.a Inquired of Information Systems Manager to confirm that the departments (clients) were limited to their respective claims throughout the examination period.	No relevant exceptions noted.
	E(iv). 4.b Confirmed with Information Systems Manager that outside users (clients) of RISKMASTER require a separate user ID to access their department. Logged into system as an outside user and attempted to access other departments (clients) claims records.	No relevant exceptions noted.
E(iv). 5 Outside users have access to RISKMASTER system through a specific URL requiring user name and password.	E(iv). 5.a Inquired of Information Systems Manager to confirm that the outside users had access to RISKMASTER through URL and user name and password.	No relevant exceptions noted.
	E(iv). 5.b Logged into RISKMASTER system on an outside computer using URL and user name and password. Access was limited to claims records for clients claims only.	No relevant exceptions noted.

Function:	E(v). Information Security – Physical Security
Control Objective:	Controls provide reasonable assurance that information resources are protected against environmental hazards and related damage.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
E(v).1 A contracted 24-hour security company monitors fire, smoke, and water sensors.	E(v).1.a Inquired of the Executive Director that a security company was contracted to monitor sensors during the examination period.	No relevant exceptions noted.
	E(v).1.b Obtained the contract for the security company, observing the contract has provisions for monitoring fire, smoke, and water sensors.	No relevant exceptions noted.
E(v).2 The following equipment is used for the data center: • Two Universal Power Supply units are utilized. • A heat pump unit is used to control temperature.	E(v).2.a Inquired of the Executive Director and Information Systems Manager to confirm that the equipment was present during the examination period.	No relevant exceptions noted.
	E(v).2.b Performed a walkthrough of the data center, noting the following equipment was present: • Two Universal Power Supply units are utilized. • A heat pump unit is used to control temperature.	No relevant exceptions noted.
	E(v).2.c Inquired of Information Systems Manager that the two UPS units are visually inspected regularly. Also inquired of Executive Director that heat pump is monitored by Information Systems Manager regularly and any issues are reported promptly.	No relevant exceptions noted.

Function:	E(v). Information Security – Physical Security
Control Objective:	Controls provide reasonable assurance that information resources are protected against environmental hazards and related damage.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
E(v).3 Backups of data are performed daily. Shadow backup is stored at an offsite location.	E(v).3.a Inquired of Information Systems Manager to confirm that the backups were performed throughout the examination period.	No relevant exceptions noted.
	E(v).3.b Reviewed a sample of daily logs that backups were completed during the reporting period.	No relevant exceptions noted.

Function:	F. Information Security – Virus Protection
Control Objective:	Controls provide reasonable assurance that the entity's programs, data, and other information resources are protected from viruses.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
F.1 The Company uses virus protection software that automatically updates the user's PC with the latest virus definitions.	F.1.a Inquired of Information Systems Manager to confirm that virus protection software was used throughout the examination period.	No relevant exceptions noted.
	F.1.b Obtained a current anti-virus report. Confirmed that servers and PC's are running the most current software updates.	No relevant exceptions noted.

Function:	G. Application Implementation & Maintenance
Control Objective:	Controls provide reasonable assurance that modifications to existing application systems are appropriately authorized, tested, implemented, and documented and the modified application systems function are consistent with approved specifications.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
G.1 Application modifications are tested before being implemented into production. The testing is performed according to documented test plans and results are communicated to management.	G.1.a Inquired of Executive Director and Information Systems Manager to confirm that application modifications were tested throughout the examination period.	No relevant exceptions noted.
G.2 The Executive Director must approve projects before the projects are assigned to be tested and implemented.	G.2.a Inquired of Information Systems Manager to confirm that the Executive Director approves modifications before implementetion.	No relevant exceptions noted.
	G.2.b Inquired of Executive Director to confirm that all modifications were approved before live implementation.	No relevant exceptions noted.

Function:	H. Information Systems Backup
Control Objective:	Controls provide reasonable assurance that backups are maintained.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
H.1 Daily e-mails are received to signify that backup jobs have completed successfully.	H.1.a Inquired of Information Systems Manager to confirm that the daily e-mails were used throughout the examination period.	No relevant exceptions noted.
	H.1.b Selected a sample of days and obtained the daily e-mails retained for those days.	No relevant exceptions noted.

Function:	I. Production Data
Control Objective:	Controls provide reasonable assurance that modifications to existing claims data within RISKMASTER are made by authorized personnel.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
I.1 Only the Information Systems Manager has the authority to make changes to production data outside of the RISKMASTER system.	I.1.a Inquired of Executive Director and Information Systems Manager to confirm only the Information Systems Manager has the authority to make changes to production data outside of the RISKMASTER application.	No relevant exceptions noted.
	I.1.b Observed RISKMASTER users attempt to access production data through RISKMASTER and noted they were restricted to initial menus and had no access to modify data.	No relevant exceptions noted.
I.2 Users are limited to application menus and cannot access the Security Management Module of the RISKMASTER system.	I.2.a Inquired of Executive Director and Information Systems Manager to confirm that the users were limited to application menus throughout the examination period.	No relevant exceptions noted.
	I.2.b Observed users, other than Information Systems Manager, attempting to access menus for security features to verify the features were unavailable.	No relevant exceptions noted.

Function:	J. Record the Reported Event
Control Objective:	Controls provide reasonable assurance that all valid reported events are set up completely and accurately within RISKMASTER.

Control Procedures		Test(s) Performed by Thomas, Kunc & Black, LLP		Results of Test(s)
J.1	Access to enter reported event data is restricted based on job function.	J.1.a	Inquired of Information Systems Manager that access to enter reported events in RISKMASTER were restricted throughout the examination process.	No relevant exceptions noted.
		J.1.b	Obtained access listings for the entry of reported events into the RISKMASTER application and confirmed with Information Systems Manager, through inquiry, that the individuals listed are authorized and appropriate.	No relevant exceptions noted.
J.2	RISKMASTER performs the following checks: • A valid/existing client must be selected. • A valid/existing event type must be entered. • The date of loss must fall within the service dates of the client.	J.2.a	Inquired of Information Systems Manager, Claims Managers, and Claims Adjusters that the checks for invalid reported events/claims were effective throughout the examination period.	No relevant exceptions noted.
		J.2.b	Performed negative and positive tests on the data validations above to confirm that the automated controls were executed as intended by management.	No relevant exceptions noted.
J.3	Once setup is complete, workers' compensation claims are confirmed through telephone and written correspondence with the necessary parties, unless otherwise specified by client contracts.	J.3.a	Inquired of Claims Manager and Claims Adjusters that the WC claims were confirmed with the appropriate parties throughout the examination period.	No relevant exceptions noted.
		J.3.b	Selected a sample of workers' compensation claims and inspected for evidence that the appropriate contacts had been made and recorded by the Claims Adjuster in the paper file and/or RISKMASTER application.	No relevant exceptions noted.

Function:	J. Record the Reported Event
Control Objective:	Controls provide reasonable assurance that all valid reported events are set up completely and accurately within RISKMASTER.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
J.4 Once setup is complete, property and liability claims are confirmed by contacts made with insured and/or claimant along with witnesses via telephone or other contact media unless otherwise specified by client contracts.	J.4.a Inquired of Claims Manager and Claims Adjusters that the claims were confirmed with the appropriate parties throughout the examination period.	No relevant exceptions noted.
	J.4.b Selected a sample of property and liability claims and inspected for evidence that contact had been recorded by the Claims Adjuster within the RISKMASTER application.	No relevant exceptions noted.
J.5 Claims are automatically sequentially numbered within RISKMASTER once the reported event has been set up.	J.5.a Inquired of Information Systems Manager, Claims Managers, and Claims Adjusters that the claims are automatically numbered throughout the examination period.	No relevant exceptions noted.
	J.5.b Observed as Administrative Assistant and Member Services & Accounting Assistant entered claims data into RISKMASTER and the sequential numbers were automatically assigned within RISKMASTER. Observed as adjuster attempted to alter the sequential number.	No relevant exceptions noted.
	J.5.c Inspected the pending/duplicate report, which lists claims that may be potential duplicates of claims already entered in RISKMASTER.	No relevant exceptions noted.

Function:	K. Claim Acceptance/Denial
Control Objective:	Controls provide reasonable assurance that claims are accepted by Claims Managers with the RISKMASTER application only if the claim event occurred, the contract is in force and valid at the time the claim event occurred, and the claim is within the terms of the contract.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
K.1 The RISKMASTER application validates that the contract is in force and the claim parameters entered in RISKMASTER are within the terms of the contract.	K.1.a Inquired of Executive Director and Information Systems Manager to confirm that only valid, in force contracts and terms were maintained in RISKMASTER throughout the examination period.	No relevant exceptions noted.
	K.1.b Performed tests to confirm that the following validations are performed for all types of claims data entered within RISKMASTER: • The date reported to NRMA, Inc. cannot be later than the current day. In addition, the date cannot be before the date of loss. • A valid department (i.e. client) must be selected.	No relevant exceptions noted.
K.2 Acceptance or denial of claims is restricted according to job function.	K.2.a Inquired of Executive Director and Claims Managers to confirm that acceptance or denial of claims were monitored throughout the examination period.	No relevant exceptions noted.
	K.2.b Obtained access lists for the screens to accept or deny claims and confirmed with Information Systems Manager and Executive Director that the individuals listed were authorized.	No relevant exceptions noted.
K.3 RISKMASTER will not allow payments to be committed for claims that have been denied within RISKMASTER.	K.3.a Inquired of Claims Adjusters and Claims Managers to confirm that RISKMASTER does not allow payments to be committed for claims that were denied throughout the examination period.	No relevant exceptions noted.
	K.3.b Observed a Claims Adjuster attempting to create a payment for a claim that had been denied.	No relevant exceptions noted.

Function:	K. Claim Acceptance/Denial
Control Objective:	Controls provide reasonable assurance that claims are accepted by Claims Managers with the RISKMASTER application only if the claim event occurred, the contract is in force and valid at the time the claim event occurred, and the claim is within the terms of the contract.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
K.4 Claims Managers monitor electronic reports which show open and closed claims for all Claims Adjusters within the office.	K.4.a Inquired of Claims Adjusters and Claims Managers to confirm that Claims Managers monitored the electronic reports throughout the examination period.	No relevant exceptions noted.
	K.4.b Observed Claims Managers monitoring electronic reports.	No relevant exceptions noted.
K.5 A claim form or letter is produced and sent to the claimant and/or the client, in accordance with client parameters, if a claim is accepted or denied.	K.5.a Inquired of Claims Adjusters and Claims Managers that the claim form or letter was produced for claim notification throughout the examination period.	No relevant exceptions noted.
	K.5.b Selected a sample of denied claims and confirmed that denial forms or letters (paper or electronic) were included within the claimant's file and/or RISKMASTER. Additionally, observed any documentation indicating the form was sent to required parties, per the client parameters.	No relevant exceptions noted.

Function:	L(i). Claim Payments
Control Objective:	Controls provide reasonable assurance that all claim bills are recorded within RISKMASTER as payments, then are appropriately processed.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
L(i).1 A Claims Manager must approve the prepayment register before the checks can be committed or submitted to print.	L(i). 1.a Inquired of Information Systems Manager, Claims Managers, and Claims Adjusters to confirm that the segregation of duties existed throughout the examination period.	No relevant exceptions noted.
	L(i). 1.b Observed access for transactions within RISKMASTER allowing users to enter payments. Confirmed with Information Systems Manager that the individuals listed are authorized.	No relevant exceptions noted.
	L(i). 1.c Inquired of Claims Managers to confirm that check registers were approved throughout the examination period.	No relevant exceptions noted.
	L(i). 1.d Selected a sample of days and obtained the check registers for each of the days. Observed whether there were any exceptions listed on the report and if there were, a note had been added to show the resolution of the exception. Noted approval of check register.	4 of 46 registers reviewed did not contain proper approval for register review. In addition, one register was not signed off by the Risk Manager for notification of a large payment made.
L(i). 2 Bank accounts are reconciled monthly.	L(i). 2.a Inquired of the Budget & Finance Manager to confirm that the bank accounts were reconciled throughout the examination period.	No relevant exceptions noted.
	L(i). 2.b Selected a sample of months and obtained the monthly bank reconciliation packages for the selected client. Noted bank reconciliation had been performed and approved.	No relevant exceptions noted.

Function:	L(i). Claim Payments
Control Objective:	Controls provide reasonable assurance that all claim bills are recorded within RISKMASTER as payments, then are appropriately processed.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
L(i). 3 Checks have dual signatures based upon NRMA, Inc.'s policies and procedures manual.	L(i). 3.a Inquired of Executive Director that NRMA, Inc.'s policies and procedures manual outlined procedures for processing the checks noting ceiling amounts and number of signatures throughout the examination period.	No relevant exceptions noted.
	L(i). 3.b Selected a sample of payments made during the reporting period. Obtained a copy of the cancelled check and observed whether the signatures from authorized personnel were present on the check.	No relevant exceptions noted.
	L(i). 3.c Selected a sample of payments over $100,000 made during the reporting period. Obtained a copy of the cancelled check and observed whether the physically written signatures from authorized personnel were present on the check.	No relevant exceptions noted.

Function:	L(ii). Claim Payments
Control Objective:	Controls provide reasonable assurance that claims reserves are restricted to appropriate personnel and payments have only been made for claims that have been submitted and approved for payment.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
L(ii). 1 Claims Adjusters must review claim files, according to reporting/diary date, that are initially determined by Claims Managers and set up within RISKMASTER.	L(ii). 1.a Inquired of Information Systems Manager, Executive Director, and Claims Managers to confirm that Claims Adjusters reviewed claim files through the development of the case throughout the examination period.	No relevant exceptions noted.
	L(ii). 1.b Selected a sample of claims that had been set up within the period of intended reliance. Observed the claims online within RISKMASTER, noting a review schedule had been set up within the diary function for each claim. Observed that each review had been completed by the Claims Adjuster according to the schedule dictated by the Claims Manager and policies and procedures manual.	1 of 27 workers' compensation claims tested had a diary date in excess of the policies and procedures manual.
L(ii). 2 Access to modify claims reserves is restricted to individuals authorized by management.	L(ii). 2.a Inquired of Information Systems Manager, Claims Managers, and Claims Adjusters that access to modify claims reserves was restricted throughout the examination period.	No relevant exceptions noted.
	L(ii). 2.b Obtained access lists for modifying claim reserves and confirmed through inquiry with the Information Systems Manager that the individuals listed were authorized.	No relevant exceptions noted.

Function:	L(ii). Claim Payments
Control Objective:	Controls provide reasonable assurance that claims reserves are restricted to appropriate personnel and payments have only been made for claims that have been submitted and approved for payment.

Control Procedures		Test(s) Performed by Thomas, Kunc & Black, LLP		Results of Test(s)
L(ii). 3	RISKMASTER does not allow the Member Services & Accounting Assistant or the Member Services Assistant to increase reserves for claims that exceed initial reserves.	L(ii). 3.a	Inquired of Information Systems Manager and Executive Director to confirm that Member Services & Accounting Assistant and Member Services Assistant did not have access to increase reserves exceeding their limit throughout the examination period.	No relevant exceptions noted.
		L(ii). 3.b	Observed the Member Services Assistant logging into RISKMASTER and attempting to increase the claims reserve amount above the maximum reserve ability.	No relevant exceptions noted.
L(ii). 4	Claims Adjusters initial the provider bills received at NRMA, Inc. before payments can be entered into RISKMASTER.	L(ii). 4.a	Inquired of Claims Adjusters and Claims Managers to confirm that the Claims Adjusters have reviewed the bills throughout the examination period.	No relevant exceptions noted.
		L(ii). 4.b	Selected a sample of bills paid and obtained a copy or the original hard copy bill from the claim file. Observed that the bill was marked with the Claims Adjuster's initials and date.	1 of 53 of the items reviewed could not be traced to supporting documentation.

Function:	L(iii). Claim Payments
Control Objective:	Controls provide reasonable assurance that all claims adjustments and payments are included in RISKMASTER and month end reports agree to current month activity.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
L(iii). 1 Month end reports reconcile to current month activity.	L(iii). 1.a Inquired of the Information Systems Manager to confirm that the month end reports were reconciled throughout the examination period.	No relevant exceptions noted.
	L(iii). 1.b Reviewed with Information Systems Manager worksheets reconciling differences between prior month's report and current month's report with the reserves adjustments and payments reports. (i.e. Prior month reports plus current month equals current month final reports.)	No relevant exceptions noted.

Function:	M(i). Processing Information Security – Physical Security
Control Objective:	Controls provide reasonable assurance that terminated users are unable to obtain system access.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
M(i).1 The Executive Director notifies the Information Systems Manager immediately of any termination of employment to remove user access.	M(i).1.a Inquired of Information Systems Manager to confirm that the control activity was in place throughout the examination period.	No relevant exceptions noted.
	M(i).1.b Inspected terminated employees listing for evidence that physical access was removed upon termination.	No relevant exceptions noted.

Function:	M(ii). Processing Information Security – Physical Security
Control Objective:	Controls provide reasonable assurance that information is protected against environmental hazards and other damage.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
M(ii).1 Backups of data are performed daily. Shadow backup is stored at an offsite location.	M(ii).1.a Inquired of Information Systems Manager to confirm that the backups were performed throughout the examination period.	No relevant exceptions noted.
	M(ii).1.b Reviewed a sample of daily logs that backups were completed during the reporting period.	No relevant exceptions noted.

Function:	N. Processing Application Implementation & Maintenance
Control Objective:	Controls provide reasonable assurance that modifications to existing application systems are appropriately authorized, tested, implemented, and documented and the modified application systems function are consistent with approved specifications.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
N.1 Application modifications are tested before being implemented into production. The testing is performed according to documented test plans and results are communicated to management.	N.1.a Inquired of Executive Director and Information Systems Manager to confirm that application modifications were tested throughout the examination period.	No relevant exceptions noted.

Function:	O. Information Systems Operations
Control Objective:	Controls provide reasonable assurance that logs for errors in processing and backups are maintained and problems are corrected in a timely manner.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
O.1 Operators log processing reported events and errors to Information Systems Manager for resolution.	O.1.a Inquired of Executive Director and Information Systems Manager to confirm that the events were logged and errors were reported throughout the examination period.	No relevant exceptions noted.
	O.1.b Observed that if errors occured, operators noted the error and forwarded it to the Information Systems Manager, who resolved the issue and recorded it in the log notebook.	No relevant exceptions noted.
O.2 Daily e-mails are received to signify that backup jobs have completed successfully.	O.2.a Inquired of Executive Director and Information Systems Manager to confirm that the daily e-mails were used throughout the examination period.	No relevant exceptions noted.
	O.2.b Selected a sample of days and obtained the daily e-mails retained for those days.	No relevant exceptions noted.

Function:	P. Processing Production Data
Control Objective:	Controls provide reasonable assurance that modifications to existing claims data within RISKMASTER are made by authorized personnel and are made to established claims set up in RISKMASTER.

Control Procedures	Test(s) Performed by Thomas, Kunc & Black, LLP	Results of Test(s)
P.1 Only the Information Systems Manager has the authority to make chenges to production data outside of the RISKMASTER system.	P.1.a Inquired of Executive Director and Information Systems Manager to confirm only the Information Systems Manager has the authority to make changes to production data outside of the RISKMASTER application.	No relevant exceptions noted.
	P.1.b Observed RISKMASTER users attempt to access production data through RISKMASTER and noted they were restricted to initial menus and had no access to modify data.	No relevant exceptions noted.
P.2 Users are limited to application menus and cannot access the Security Management Module of the RISKMASTER system.	P.2.a Inquired of Executive Director and Information Systems Manager to confirm that the users were limited to application menus throughout the examination period.	No relevant exceptions noted.
	P.2.b Observed users, other than Information Systems Manager, attempting to access menus for security features.	No relevant exceptions noted.

E

Quality of Control as TPA:

For control of the claims process, adjuster files are reviewed on a regular basis as a file report is generated in our RMIS system as an Executive Summary (internal reporting mechanism in the system). The controls are set with various diary parameters to assure compliance with contact, reporting and payment requirements. The Summary report is reviewed by the Claims Manager to check and see that all needed work is being done on the file. Depending on the severity of loss additional Action Plans are developed for the work to be done.

On issuance of checks NRMA has a system of checks and balances such that an individual inputting any check does not have the authority to process same and a check register is reviewed weekly before any checks are sent out. Further, when any check generated beyond a pre-set amount in the RMIS system is allowed, an approval by the next layer of supervision all the way up to Executive Director is required for the payment to be approved. Checks written beyond a pre-set limit also require dual signatures before they can be mailed out. NRMA has a similar system of checks and balances in place for reserve and settlement levels of authority within the claim life.

For auditing controls, an example would be that the cumulative paid claims from the previous month, along with the check register from the current month are balanced to the current month cumulative report. This is balanced by contract/fiscal year. Also on the current account with the State of Nebraska no checks are sent until the amount of the checks written for the week have been approved by the Central Finance office.

All NRMA employees receive an initial employee orientation generally outlining NRMA's operating practices, procedures, and policies. Periodic updates and refreshers of those are provided. Training for specific job responsibilities is primarily the responsibility of supervisory staff to arrange and/or participate in.

Employees are actively encouraged and at times required to participate in training, workshops, seminars, computer support groups, and other educational opportunities paid for by NRMA. NRMA also has an active educational assistance program under which it provides staff with financial or educational assistance designed to enhance their skills to improve their productivity in their current position or to prepare them for another position. Under this program assistance has been provided to staff to obtain an undergraduate degree, take CPCU courses and tests, specialized training specific to their field, as well as explore other skill based enhancements to their position of employment.

NRMA as a TPA and its predecessor company/organization have been adjusting property and liability claims since 2001, and workers compensation claims since 2004. It is the vision of NRMA to serve public agencies and non-profits as the provider of choice for risk management and claims services. As one of the core, Values and Beliefs, NRMA is dedicated to maintaining a focused, assertive, timely approach to quality claims management and resolution.

F

NRMA Claim Handling Best Practices:

1. All new claims received are input into NRMA's RMIS within an agreed time frame with the NRMA client. Claims involving fatalities, major injuries or significant damage to Property will be immediately reported to the Account Person responsible for receiving that information in the client office.

2. The assigned claim handler will contact both first and third- party claimants within 24 hours of receipt of new claim file for their handling.

3. Claim handler will note in the RMIS system the date initial evaluation of claim is concluded as Task is created requesting this as a required field for response in the system. This assures prompt review and allows for any questions pertaining to investigative activity needed if one exists.

4. All claims will be fully investigated including statements from all involved parties as well as with any witnesses as needed depending on the type of claim.

5. Loss location inspections will be made in person on all property losses as agreed with client. A full scope of damage and recommendation for handling will be created and reviewed with client.

6. NRMA Claims handling staff will work with client to obtain repair estimates for all types of claims handled. The repair estimates as well as vendors providing them will be fully analyzed before commitments are made with respect to repairs. We also will work with client as needed to confirm that any required statutory bidding guidelines are met on major property losses

7. Files will have an initial reserve posted when the claim file is set up and reserves will be evaluated and adjusted within 15 days if there will be a significant change in the reserve. Reserves will continue to be reviewed on a monthly basis.

8. All file activity notes will be recorded on files investigated as the work is being done to keep file content up to date.

9. File diary will be established so a claim is reviewed and reported on within a maximum of 30 days unless the severity or injury or damage to property requires an earlier reporting date.

10. NRMA reports claims to Excess Carriers immediately upon the investigation showing that the claim has either the potential to exceed the client SIR or based on pre-determined parameters involving certain types of either liability or damages.

11. NRMA will provide narrative reports on all liability and property claims to the client and to Excess Carriers as may be needed based upon agreed Special Handling Instructions for Account.

12. NRMA will coordinate activity as needed with any company or independent claim handlers that may be assigned by Carriers holding the insurance excess of the designated SIR.

13. NRMA will handle all subrogation and attempts at recovery with in- house adjustment staff. We will first make direct attempts at recovery on behalf of the client. If it should become necessary to enlist legal service to secure a judgment we will look to the client for direction on further pursuit from legal counsel or other outside sources to be assigned. We will provide client with our opinion on the potential for recovery and assist in the continued attempts to secure recoveries.

14. NRMA Claims Staff has contacts with Cause and Origin individuals as well as Professional Experts and firms that we can recommend for assistance on Cause and Origin investigations for both liability and property losses as needed. We would definitely be recommending utilization of such experts on any claims that may involve serious injury or death or on any major structural damages that might occur from unanticipated claim events. Utilization of outside experts including any potential engineers or reconstruction experts as needed would be made with recommendation first to the client and proceeding only upon the approval of the retention of the professional.

15. NRMA will always seek to pay what is properly documented and evaluated to be due on any claim but will also look to fully defend any claim of no merit.

G

NRMA Advantages and Benefits as TPA:

NRMA is strictly a Nebraska based non-profit company. NRMA is not owned by any other organization, nor is it an insurance company. The purposes of NRMA as outlined in its Articles of Incorporation including lessening the burden of government through the provision of educational, administrative, training and related support services to government entities/agencies and non-profit organizations in Nebraska, and their employees and providers, regarding risk management and insurance. NRMA has administered the State Insurance Fund program for over 12 years and have extensive experience dealing with the State Tort Claims Act as well as with the various State Agencies involved in the program administered by the State of Nebraska Risk Management office. Our overall experience in the prior hands on administration of the State Insurance Fund account and our knowledge of state agency functions would provide a great benefit in the continuity and reliability of the program administered by the State Risk Manager and her staff.

NRMA has currently in place Specific Handling Instructions for handling of claims as received under the programs for which the State has contracted a TPA to handle. A copy of those instructions follows. Our claims handling staff is well grounded in understanding public entity business processes in the State of NE. We work in evaluation of and making recommendation for conclusion of claims on a regular basis both under the State Tort Claims Act as well as the Political Subdivisions Tort Claims Act. We stay regularly updated on any legislation that may affect how claims are managed and handled and also have provided input to several legislative bills in that regard with respect to regulatory compliance. Recent input was given to the State Risk Manager on a bill she is hoping to propose in the upcoming legislative session that would allow for smaller claims to be handled singly rather than each claimant having to wait until all claims are processed. On that note of Customer Relations enhancement to the citizens of Nebraska we are always ready to work to advance the goals of the Risk Management Office.

NRMA has the demonstrated capability to handle in house all levels of property or liability adjustments and appraisals. On any appraisals NRMA is not able to handle directly due to a sudden surge in volume or an immediate need for investigation at a remote location, we have Independent Claim Vendor relationships with several independent adjustment firm vendors to assist in evaluation of claims and damages as needed. We would guide and direct the activity requested from the independent vendor in consultation with the State Risk Managers office as well as any designated Agency contact for the State Agency that would be involved in the matter under investigation.

The staff handling State claims would continue be available to personally attend all State Claim Board hearings as needed as well as meet with the State Risk Manager or other agencies designated by her to discuss procedures for better processing of claims. All claim handling staff have presented multiple claims to the Claim Board for their review and approval over the past 12 years. A recent example pertaining to procedures was that the NRMA Claim Manager was involved with a process management discussion with the Transportation Services Bureau on assisting them to better work in house with their state based clients that lease vehicles from that agency.

NRMA is also a very flexible entity with regard to claims handling. When the Nebraska State Patrol elected to start having their vehicles covered for Auto Physical Damage we worked with that agency and the State Risk Manager on a cost benefit project and subsequently started handling the claims for the State Patrol with no additional costs added to the then current contract with the State.

NRMA has worked with both the State Insurance Broker as well as all layers of the Excess Insurance coverage and is familiar with their practices and procedures. The first layer carrier on the property has consistently accepted the advice and presentation of claims within their layer of coverage that would exceed the State of Nebraska Self Insured Retention level.

Finally, NRMA has allowed for the name and numbers to be used on all insurance cards held in State vehicles for immediate contact with our office for instructions if that need arises.

Data Analytics Capability:

NRMA has a RMIS system that can report on any element of a claim that has information input into the system. As a partner with the State we can develop whatever reporting fields within the system as would be needed to address compliance with requirements that may be a part of the contract for services.

INSURANCE PROGRAM
SUMMARIZED SPECIAL HANDLING INSTRUCTIONS

Instructions Created by:	Peter Eiden, NRMA Claims Manager
Creation Date:	2/16/06
Last Revision Date:	**02/15/17**
CLIENT:	**State of Nebraska**
Service Contract Effective/Expiration Date	July 1, 2016 – July 1, 2018
PRIMARY CONTACTS	
Client:	Shereece Dendy Risk Manager State of Nebraska – DAS Risk Management Division 1526 K Street, Suite 220 P.O. Box 94974 Lincoln, NE 68509 Phone: 402-471-4436 Cell: Fax: 402-471-2800 E-Mail: Shereece.Dendy@nebraska.gov Julie Lowry Administrative Assistant State of Nebraska – DAS Risk Management Division 1526 K Street, Suite 220 P.O. Box 94974 Lincoln, NE 68509 Phone: 402-471-2552 Fax: 402-471-2800 E-Mail: julie.lowry@nebraska.gov
Broker:	AON Risk Services Inc of Washington, DC 1120 20th Street, NW, Suite 600 Washington, DC 20036
CARRIER REPORTING-If Multiple years of Carriers, identify reporting for each:	
Excess Reporting - Liability	**See Attached Excess Liability Reporting requirements.** "LIABILITY EXCESS REPORTING INSTRU

INSURANCE PROGRAM
SUMMARIZED SPECIAL HANDLING INSTRUCTIONS

	The Excess Reporting continues to be with Princeton Excess and Surplus as it has been since the 2004 – 2005 Policy Year. Current Policy is available for review as needed.

GENERAL REQUIREMENTS FOR TPA	
	NRMA's Office shall generally be open for business Monday through Friday from 8:00 AM to 5:00 PM CT each week of the year excluding legal holidays or closure due to causes beyond the reasonable control of NRMA. Any change in the TPA's schedule shall be communicated to Risk Management as much in advance of the change as possible.
CLAIM RECEIPT/FILE CREATION & MAINTENANCE	
Intake:	Client locations may use Dedicated Toll Free Line, fax, or email loss notification.
Critical Claim Reporting to State of Nebraska	In the event TPA receives notification of an occurrence involving death, a third party bodily injury with a BI reserve over $25,000, any employee dishonesty claim, any claim involving severe injury or death of a child, or any property damage exceeding $50,000, notice shall be provided to Shereece Dendy, State of NE Risk Manager, immediately with notice not to exceed (1) business day from TPA receipt of notice. Should Shereece be unavailable general notice should be sent to Julie Lowry at the Risk Management Office.
File Creation	NRMA shall create a claim file for each new claim within (3) working days of receipt of a Tort Claim on third party losses and an Event Report on any first party loss. Files shall include diary entries, setting of reserves, all monetary transactions, supervision, cross references to other segments of the file, and any other pertinent information.
File Maintenance	NRMA shall fully document all statements and each contact with witnesses, claimant, the State of Nebraska, doctors, and other investigation efforts in memoranda or file activity notes in the file.
	NRMA shall maintain accurate information about efforts to conclude the claim, offers of settlement that are made, and responses received. All attempts to settle shall be fully documented in the file.
	Correspondence received by NRMA shall be date-stamped on the day it is received and shall be documented in the file within (2) working days. If, after exhausting all possible investigation, correspondence or other documents cannot be matched with a claim file, NRMA will contact Risk Management for direction.
	[NRMA shall establish an initial file diary so a claim is reviewed and reported on within 30 days. Subsequent diaries may be extended to 60 or 90 days if all substantive work on the file is complete or longer diary is approved by Risk Management.]

	NRMA shall prepare thoroughly documented notes to the file including liability, reserve history, expected settlement/closure date, telephone conversations, medical information, etc.
COMPENSABILITY	
	Not applicable as NRMA is not handling the Workers Compensation
FINANCIAL	
Refund Checks	All Refund checks shall be made payable to State of Nebraska, and forwarded to Central Finance for deposit to the Insurance Fund Account. Notice especially with respect to larger Excess Reimbursements shall also be sent to Shereece Dendy, State Risk Manager.
Allocated Expenses:	
Shall be the responsibility of the CLIENT (State of Nebraska) (charged to the file) and shall include items listed, but not be limited to: (These will be paid in the Claim Expense addressed to the file being handled).	• legal fees • professional photographs • medical records • experts' rehabilitation costs • accident reconstruction • architects, contractors • engineers • police, fire, coroner, weather, or other such reports • property damage appraisals • costs for witness • statements • official documents and • transcripts • surveillance investigations • court reporters • fees for service of process • pre and post judgment interest paid • chemists • collection costs payable to third parties on subrogation • any otber similar costs, fee or expense reasonably chargable in the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the CLIENT • outside independent adjusting services.
Cash Call – Liability	**Any Payment in Excess of $25,000 requires prior approval of State Risk Manager only before payment is made.** **All Payments will be input by NRMA Claim Staff and checks will be held until confirmation is received that the State Central Finance Department has input the funds in NRMA Account to cover the weekly checks. Only then will checks be released for mailing.**

INVESTIGATION	
Investigation	NRMA shall conduct a thorough investigation of each reported claim to the extent necessary, which may include but is not necessarily limited to photographs, diagrams, police reports, statements from involved parties, statements from others including all witnesses to determine the state's liability, etc
Initial Contact:	NRMA shall promptly contact any third- party claimant within (3) working days of receipt of a Tort Claim to make an appointment to inspect their damage and/or take a statement from the claimant Initial statements and/or inspections shall be completed within (5) working days of receipt of the claim.
Coverage	In the case of a First Party claim, NRMA shall confirm coverage with Risk Management if there is any question about whether a claim is covered based on review of the Schedules on file with the Risk Management Office and the applicable Excess Insurance Coverage Policy provisions.
Recorded Statements:	Taken by Adjuster: When facts warrant, or when required by the client, recorded telephone statements will be taken of the insured (or self-insured) and potential or actual witnesses. In some cases the taking of Signed Statements may actually be more desirable, and under other circumstances it may represent the only available alternative.
Vendors:	Prior approval required for all outside vendor referrals. See below: NRMA shall arrange for independent investigators, appraisers, adjusters, or medical or other experts to the extent deemed necessary in connection with processing of any claim. Assignment of such professional services must be approved by the Risk Manager prior to assignment. The NRMA professional will document the need for assistance and provide specific instruction and time frames for the tasks to be performed. Billing arrangements, budgets, and fees are to be agreed upon in advance as part of prior approval and documented in the claim file(s).
File Documentation	Correspondence received by NRMA shall be date-stamped on the day it is received and shall be documented in the file within (2) working days. If, after exhausting all possible investigation, correspondence or other documents cannot be matched with a claim file, NRMA will contact State for direction

LITIGATION	
	For the State of Nebraska, the Attorney General's office will act as Defense Counsel or they will assign defense counsel as Special Assistant Attorney General (SAAG) on all litigated claims or where an outside legal opinion is warranted for a liability decision to be made. Nebraska Department of Justice Tier One Center 1221 N Street, Suite 500 Lincoln, NE 68508 Phone: 402-471-2682 Fax: 402-471-4725 LIABILITY: For the State of Nebraska's liability program, the Attorney General's Office will assign defense counsel and will notify the Risk Manager and NRMA of the assignment of counsel. SUBROGATION: The Attorney General's Office will appoint counsel for the purpose of pursuing recovery in property damage claims. The TPA will first attempt recovery and will refer back to the State Risk Manager for reporting to the State Attorney General's Office if TPA is unable to effect recovery and legal involvement is necessary. NOTICE: The Risk Manager needs to be advised of all trial dates as soon as NRMA would have notice. Trial notices shall be sent to Risk Management so they can be added to the State Risk Managers calendar for reference.
PROGRAM MANAGEMENT	
Meetings with Agencies	Any request from an Agency for a meeting or site visit must be coordinated through the Risk Management office [on any activity other than routine claims handling functions.]
Claim Reviews	Formal Claim reviews with the State Risk Manager will be done on an as needed basis. Need to add claim selection criteria/ process to be determined by the Risk Manager. [To be agreed with NRMA as to time, place and context of the review]

	After claims are selected for the review, NRMA will complete a summary document for each claim. The summary documents will be provided to the State Risk Manager and any additional parties deemed needing the information by the Risk Manager.

SETTLEMENTS, STRUCTURED SETTLEMENTS & RESERVES	
Liability Authority	Claim Adjusters have **NO** independent settlement authority on any third-party liability claim. All authority for settlement of Liability claims comes from the State Risk Manager or the State Claims Board. Pre-litigation authority to negotiate a settlement must be obtained from the State Risk Manager. Settlements must be contingent on approval of the State Risk Manager under $5000, and of the State Claims Board up to $25,000. Settlements are contingent on approval of the State Claims Board and the District Court between $25,001 and $50,000, and approval of the State Claims Board, District Court and the Legislature in excess of $50,000. Post-litigation authority must be obtained from the Risk Manager at all dollar amounts and any settlement would need to be approved by the Court. Payment of the settlement/judgment amount above $50,000 must wait until the Legislature has reviewed the judgment and appropriated the funding for same.
Liability Deductibles	SON imposes an internal $500 deductible for ALL physical damage coverage claims involving vehicles on a per unit basis, and $5000 on ALL claims involving damage to real and personal property for ALL agencies. NRMA is to request payment of that deductible through Central Finance. NRMA will pay vendors in full on their invoices and confirm with Central Finance that the appropriate deductibles have been received by that agency.
RESERVES	There is no cap on NRMA's authority level to set file reserves. Authority level will be according to the internal NRMA authority levels per adjuster and supervisory personnel. NRMA shall set reserves for claims assigned for handling as soon as there is sufficient information about the claim available to make a reasonable estimate of the value of the claim. In all cases, a reserve shall be set when the claim file is opened, or no later than 5 days after receipt of the claim for property damage and no later than 15 days for a bodily injury claim. Once reserves have been set, the NRMA adjuster shall review and adjust reserves whenever new information that would change the evaluation is received. Because all necessary facts may not be available at the onset of a claim, reserves shall be adjusted when medical information or investigation indicates the existing reserve is inadequate or set too high. The adequacy of reserves must he reviewed at least every 90 days if applicable, and file shall be documented to reflect this review and substantiate any adjustments in the total reserve within [1 business day] of the change.

SUBROGATION	
Workers Comp/ LiabilitySubrogation	For subrogation involving third parties in auto accidents or insurance companies, contact the State Risk Manager or designee for approval to pursue subrogation. (Any approval needed from an involved State Agency will be made by the Risk Manager). In situations where the third party is a state employee, political sub-division, or other similar entity, please notify the State Risk Manager prior to beginning to pursue subrogation so that appropriate internal notice may occur.
	NRMA will investigate and initiate approved subrogation possibilities on behalf of the State.
SURVEILLANCE	
	Permission from the Risk Management Office must normally be obtained before assigning surveillance or an activity check. Send request to the State Risk Manager or Designee. If rush surveillance is being arranged to respond to an immediate beneficial need, prior permission is not needed; however, NRMA must send the State Risk Manager a notice that surveillance was done and an explanation to document the need for action prior to approval.
	NRMA providers are to be used in regards to surveillance needs.

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State of Nebraska

Monthly Financial

Department	Claim Number	Status	Claimant Full Name	Event Date	Total Incurred	Total Paid	O/S Reserve	Collection	Adjuster User
Period (State of NE Fiscal Year): FY 2014									
Coverage: BC									
State of Nebraska	GCMILIT002876	O	State of Nebraska, Military Department	6/3/2014	125,000.00	11,400.00	113,600.00	87,073.00	Pete Eiden
State of Nebraska	GCDCS002716	R	State of Nebraska, DCS	6/3/2014	964,376.61	964,376.61	0.00	1,124,746.07	Pete Eiden
Totals for **BC** - 2 Claims					**1,089,376.61**	**975,776.61**	**113,600.00**	**1,211,819.07**	
Totals for **FY 2014** - 2 Claims					**1,089,376.61**	**975,776.61**	**113,600.00**	**1,211,819.07**	

Department	Claim Number	Status	Claimant Full Name	Event Date	Total Incurred	Total Paid	O/S Reserve	Collection	Adjuster User
Period (State of NE Fiscal Year): FY 2015									
Coverage: AL									
State of Nebraska	VAPATRO003196	O	Schnakenberg, Eric	10/24/2014	10,000.00	7,184.28	2,815.72	0.00	Pete Eiden
State of Nebraska	VADCS003224	OL	Harder, Susan	11/15/2014	15,000.00	0.00	15,000.00	0.00	Pete Eiden
State of Nebraska	VADCS003225	OL	Urbina, Jennifer	11/15/2014	75,000.00	12,070.82	62,929.18	0.00	Pete Eiden
State of Nebraska	VADCS003223	OL	Smith, Veronica	11/15/2014	50,000.00	22,292.47	27,707.53	0.00	Pete Eiden
Totals for **AL** - 4 Claims					**150,000.00**	**41,547.57**	**108,452.43**	**0.00**	
Coverage: BC									
State of Nebraska	GCNETC003166	OS	State of Nebraska	4/9/2015	635,000.00	481,119.45	153,880.55	268,298.85	Pete Eiden
State of Nebraska	GCDCS003194	O	State of Nebraska	5/10/2015	2,100,000.00	1,618,533.11	481,466.89	1,432,434.83	John Christensen
Totals for **BC** - 2 Claims					**2,735,000.00**	**2,099,652.56**	**635,347.44**	**1,700,733.68**	
Totals for **FY 2015** - 6 Claims					**2,885,000.00**	**2,141,200.13**	**743,799.87**	**1,700,733.68**	

Department	Claim Number	Status	Claimant Full Name	Event Date	Total Incurred	Total Paid	O/S Reserve	Collection	Adjuster User
Period (State of NE Fiscal Year): **FY 2016**									
Coverage: **AL**									
State of Nebraska	VAROADS003345	OL	Nibbe, Kevin	9/22/2015	108,038.30	15,197.20	92,841.10	0.00	Bill Hilton
State of Nebraska	VAROADS003507	O	McKinney, Jason G.	2/3/2016	22,500.00	0.00	22,500.00	0.00	Pete Eiden
State of Nebraska	VAROADS003696	O	Gaylon, Jesus	2/3/2016	1,000.00	0.00	1,000.00	0.00	Pete Eiden
State of Nebraska	VADAS003680	OL	Fortier, Erica	6/1/2016	40,000.00	7,669.43	32,330.57	0.00	Pete Eiden
State of Nebraska	VADAS003681	OL	Hildreth, John L.	6/1/2016	37,500.00	3,801.90	33,698.10	0.00	Pete Eiden
State of Nebraska	VADAS003936	O	Swift-Mohave Transport	6/1/2016	5,000.00	0.00	5,000.00	0.00	Pete Eiden
Totals for **AL** - 6 Claims					**214,038.30**	**26,668.53**	**187,369.77**	**0.00**	
Coverage: **APD**									
State of Nebraska	VADAS003538	ROS	State of Nebraska	2/10/2016	2,808.21	2,808.21	0.00	0.00	Pete Eiden
Totals for **APD** - 1 Claim					**2,808.21**	**2,808.21**	**0.00**	**0.00**	
Coverage: **BC**									
State of Nebraska	GCPATRO003506	O	State of Nebraska	1/13/2016	30,000.00	26,327.31	3,672.69	0.00	Pete Eiden
State of Nebraska	GCDCS003654	O	State of Nebraska	5/26/2016	540,000.00	32,130.82	507,869.18	0.00	Pete Eiden
Totals for **BC** - 2 Claims					**570,000.00**	**58,458.13**	**511,541.87**	**0.00**	
Totals for **FY 2016** - 9 Claims					**786,846.51**	**87,934.87**	**698,911.64**	**0.00**	

Department	Claim Number	Status	Claimant Full Name	Event Date	Total Incurred	Total Paid	O/S Reserve	Collection	Adjuster User
Period (State of NE Fiscal Year): FY 2017									
Coverage: AL									
State of Nebraska	VAROADS003725	O	Bacon, Kaila	7/14/2016	5,000.00	0.00	5,000.00	0.00	John Christensen
State of Nebraska	VAROADS003726	O	Stedman, Lee C.	7/14/2016	10,000.00	0.00	10,000.00	0.00	John Christensen
State of Nebraska	VADAS003878	O	State Farm Insurance Company	8/18/2016	1,000.00	0.00	1,000.00	0.00	Bill Hilton
State of Nebraska	VADAS004018	O	Winkelman, Gil P.	8/18/2016	280,000.00	4,437.75	275,562.25	0.00	Bill Hilton
State of Nebraska	VAGAMEP003770	O	B & D Auto	8/24/2016	5,000.00	0.00	5,000.00	0.00	Bill Hilton
State of Nebraska	VAGAMEP003768	O	Jiang, Hengle	8/24/2016	15,000.00	0.00	15,000.00	0.00	Bill Hilton
State of Nebraska	VAGAMEP003769	O	Pickett, Josephus	8/24/2016	180,000.00	0.00	180,000.00	0.00	Bill Hilton
State of Nebraska	VAGAMEP003991	O	Baker, Jim	4/3/2017	5,100.00	55.00	5,045.00	0.00	Bill Hilton
State of Nebraska	VAGAMEP004006	O	USAA Insurance Company	4/7/2017	10,000.00	0.00	10,000.00	0.00	Bill Hilton
State of Nebraska	VAROADS004050	O	Iowa Mutual Insurance Company	5/22/2017	25,000.00	0.00	25,000.00	0.00	Bill Hilton
State of Nebraska	VAROADS004051	O	Stanley, Willa	5/22/2017	5,400.00	20.00	5,380.00	0.00	Bill Hilton
State of Nebraska	VAROADS004052	O	Stanley, Michelle	5/22/2017	15,400.00	48.70	15,351.30	0.00	Bill Hilton
Totals for **AL** - 12 Claims					**556,900.00**	**4,561.45**	**552,338.55**	**0.00**	
Coverage: APD									
State of Nebraska	VADAS003906	OS	State of Nebraska	12/23/2016	3,205.51	2,979.56	225.95	0.00	Pete Eiden
State of Nebraska	VADAS003929	OS	State of Nebraska	1/26/2017	4,400.00	3,916.83	483.17	0.00	Bill Hilton
State of Nebraska	AUTOState000030		State of Nebraska	3/22/2017	1,000.00	814.40	185.60	0.00	Bill Hilton
State of Nebraska	AUTOState000006	OS	State of Nebraska	6/1/2017	3,805.00	3,750.33	54.67	0.00	Bill Hilton
State of Nebraska	AUTOState000039		State of Nebraska	6/7/2017	8,010.00	10.00	8,000.00	3,137.00	Pete Eiden
State of Nebraska	VAPATRO004079	OS	State of Nebraska	6/7/2017	3,345.99	3,278.65	67.34	0.00	Pete Eiden
State of Nebraska	AUTOState000032		State of Nebraska	6/13/2017	3,500.00	3,023.00	477.00	0.00	Bill Hilton
State of Nebraska	AUTOState000055		State of Nebraska	6/13/2017	1,000.00	978.40	21.60	0.00	Bill Hilton
State of Nebraska	AUTOState000038		State of Nebraska	6/16/2017	2,000.00	0.00	2,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000042		State of Nebraska	6/17/2017	3,000.00	0.00	3,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000043		State of Nebraska	6/17/2017	4,700.00	0.00	4,700.00	0.00	Pete Eiden
State of Nebraska	AUTOState000046		State of Nebraska	6/17/2017	1,500.00	1,383.26	116.74	0.00	Bill Hilton
State of Nebraska	AUTOState000079		State of Nebraska	6/17/2017	7,000.00	0.00	7,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000080		State of Nebraska	6/17/2017	7,000.00	0.00	7,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000076		State of Nebraska	6/29/2017	4,500.00	0.00	4,500.00	0.00	Pete Eiden
State of Nebraska	AUTOState000051		State of Nebraska	6/29/2017	10,000.00	0.00	10,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000054		State of Nebraska	6/29/2017	1,000.00	944.00	56.00	0.00	Bill Hilton
State of Nebraska	VADAS004124	O	State of Nebraska	6/29/2017	9,800.00	0.00	9,800.00	2,902.50	Bill Hilton

Department	Claim Number	Status	Claimant Full Name	Event Date	Total Incurred	Total Paid	O/S Reserve	Collection	Adjuster User
State of Nebraska	VADAS004103	O	State of Nebraska	6/29/2017	3,000.00	1,664.10	1,335.90	0.00	Bill Hilton
State of Nebraska	VAPATRO004112	O	State of Nebraska	6/29/2017	6,698.10	0.00	6,698.10	0.00	Pete Eiden
State of Nebraska	VAPATRO004120	O	State of Nebraska	6/29/2017	3,500.00	3,156.00	344.00	0.00	Bill Hilton
State of Nebraska	AUTOState000107		State of Nebraska	6/29/2017	2,000.00	0.00	2,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000108		State of Nebraska	6/29/2017	2,000.00	0.00	2,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000131		State of Nebraska	6/29/2017	3,200.00	0.00	3,200.00	0.00	Pete Eiden
Totals for **APD** - 24 Claims					**99,164.60**	**25,898.53**	**73,266.07**	**6,039.50**	
Coverage: BC									
State of Nebraska	GCDCS003954	O	State of Nebraska	3/2/2017	510,000.00	274,866.51	235,133.49	1,000.00	John Christensen
State of Nebraska	GCMILIT003957	O	State of Nebraska	3/7/2017	25,000.00	475.00	24,525.00	0.00	Bill Hilton
State of Nebraska	GCGAMEP004009	O	State of Nebraska	3/9/2017	10,700.00	636.14	10,063.86	0.00	Pete Eiden
State of Nebraska	GCDAS004069	O	State of Nebraska	6/16/2017	800,000.00	25,213.12	774,786.88	0.00	Pete Eiden
State of Nebraska	GCDAS004070	O	State of Nebraska	6/16/2017	125,000.00	24,054.92	100,945.08	0.00	Pete Eiden
State of Nebraska	GCDCS004082	O	State of Nebraska	6/16/2017	40,100.00	31,266.84	8,833.16	0.00	John Christensen
State of Nebraska	GCGAMEP004088	O	State of Nebraska	6/16/2017	20,000.00	14,380.00	5,620.00	0.00	Pete Eiden
State of Nebraska	PROPState000020		State of Nebraska	6/29/2017	1,100,000.00	298.87	1,099,701.13	0.00	Pete Eiden
Totals for **BC** - 8 Claims					**2,630,800.00**	**371,191.40**	**2,259,608.60**	**1,000.00**	
Totals for **FY 2017** - 44 Claims					**3,286,864.60**	**401,651.38**	**2,885,213.22**	**7,039.50**	

Department	Claim Number	Status	Claimant Full Name	Event Date	Total Incurred	Total Paid	O/S Reserve	Collection	Adjuster User
Period (State of NE Fiscal Year): FY 2018									
Coverage: AL									
State of Nebraska	AUTOState000158		Jensen, Maxine	7/5/2017	100.00	0.00	100.00	0.00	Bill Hilton
State of Nebraska	VADCS004102	O	Budget-Nebraska	7/6/2017	1,000.00	0.00	1,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000064		Prochaska, Clifford	7/14/2017	7,000.00	0.00	7,000.00	0.00	Bill Hilton
State of Nebraska	VAROADS004125	O	Marking, Annette	7/19/2017	112,500.00	0.00	112,500.00	0.00	John Christensen
State of Nebraska	AUTOState000016		Enterprise FM Trust	8/2/2017	14,500.00	0.00	14,500.00	0.00	John Christensen
State of Nebraska	AUTOState000029		Huenefeld, Cody	8/16/2017	30,000.00	0.00	30,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000067		Snodgrass, Richard	8/23/2017	2,900.00	0.00	2,900.00	0.00	John Christensen
State of Nebraska	AUTOState000070		Laughlin, Wesley	8/31/2017	29,000.00	0.00	29,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000099		Schulz, Daniel	9/14/2017	2,000.00	0.00	2,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000100		McCalla, Charles	9/14/2017	3,000.00	0.00	3,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000101		Merryman, Gavin	9/14/2017	1,500.00	0.00	1,500.00	0.00	Bill Hilton
State of Nebraska	AUTOState000086		Terwey, Jami	9/14/2017	10,300.00	47.03	10,252.97	0.00	Bill Hilton
State of Nebraska	AUTOState000141		Maly, Richard	9/25/2017	3,000.00	2,536.04	463.96	0.00	Bill Hilton
State of Nebraska	AUTOState000153		Faesser, Arthur	10/4/2017	300.00	0.00	300.00	0.00	John Christensen
State of Nebraska	AUTOState000119		Enger, Debra	10/18/2017	5,000.00	0.00	5,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000170		Parrish, Tammy	10/24/2017	4,000.00	0.00	4,000.00	0.00	John Christensen
State of Nebraska	AUTOState000138		Samuel, Kandiss	10/28/2017	3,000.00	0.00	3,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000155		Frew, Kristi	10/31/2017	100.00	60.00	40.00	0.00	Bill Hilton
State of Nebraska	AUTOState000145		Runza Restaurant	11/3/2017	2,000.00	0.00	2,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000146		Stromities, Janice	11/6/2017	3,500.00	0.00	3,500.00	0.00	Bill Hilton
State of Nebraska	AUTOState000161		Songster, Dana	11/6/2017	10,000.00	0.00	10,000.00	0.00	John Christensen
State of Nebraska	AUTOState000168		Coker, Roland	11/9/2017	10,000.00	0.00	10,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000156		Bruns, Rita	11/12/2017	2,500.00	0.00	2,500.00	0.00	Bill Hilton
State of Nebraska	AUTOState000159		Dailey, Becky	11/16/2017	100.00	0.00	100.00	0.00	Pete Eiden
State of Nebraska	AUTOState000169		McGowan, James	11/21/2017	5,000.00	0.00	5,000.00	0.00	Bill Hilton
Totals for AL - 25 Claims					**262,300.00**	**2,643.07**	**259,656.93**	**0.00**	
Coverage: APD									
State of Nebraska	AUTOState000014	OS	State of Nebraska	7/8/2017	3,000.00	1,702.70	1,297.30	1,186.80	Pete Eiden
State of Nebraska	VADAS004121	O	State of Nebraska	7/12/2017	8,300.00	7,378.49	921.51	0.00	Bill Hilton
State of Nebraska	AUTOState000164		State of Nebraska	7/18/2017	1,000.00	0.00	1,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000112	OS	State of Nebraska	7/26/2017	2,500.00	2,226.34	273.66	0.00	Pete Eiden
State of Nebraska	AUTOState000017	OS	State of Nebraska	7/26/2017	5,010.00	10.00	5,000.00	9,541.00	Pete Eiden
State of Nebraska	AUTOState000092	OS	State of Nebraska	8/10/2017	5,000.00	4,841.25	158.75	0.00	Pete Eiden
State of Nebraska	AUTOState000171		State of Nebraska	8/12/2017	3,200.00	0.00	3,200.00	0.00	Pete Eiden

Department	Claim Number	Status	Claimant Full Name	Event Date	Total Incurred	Total Paid	O/S Reserve	Collection	Adjuster User
State of Nebraska	AUTOState000172		State of Nebraska	8/12/2017	3,000.00	0.00	3,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000173		State of Nebraska	8/12/2017	2,600.00	0.00	2,600.00	0.00	Pete Eiden
State of Nebraska	AUTOState000165		State of Nebraska	8/16/2017	2,000.00	0.00	2,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000135		State of Nebraska	8/19/2017	2,500.00	0.00	2,500.00	0.00	Pete Eiden
State of Nebraska	AUTOState000148		State of Nebraska	8/22/2017	1,000.00	0.00	1,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000053		State of Nebraska	8/24/2017	4,000.00	3,988.15	11.85	0.00	Bill Hilton
State of Nebraska	AUTOState000085		State of Nebraska	9/14/2017	20,010.00	16,633.88	3,376.12	2,174.50	Bill Hilton
State of Nebraska	AUTOState000127		State of Nebraska	9/14/2017	4,000.00	0.00	4,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000154		State of Nebraska	9/17/2017	1,200.00	0.00	1,200.00	0.00	Bill Hilton
State of Nebraska	AUTOState000129		State of Nebraska	9/19/2017	3,500.00	0.00	3,500.00	0.00	Pete Eiden
State of Nebraska	AUTOState000166		State of Nebraska	9/23/2017	1,000.00	0.00	1,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000096		State of Nebraska	9/24/2017	15,014.00	10,724.00	4,290.00	0.00	Pete Eiden
State of Nebraska	AUTOState000151		State of Nebraska	10/12/2017	1,200.00	0.00	1,200.00	0.00	Pete Eiden
State of Nebraska	AUTOState000114	OS	State of Nebraska	10/16/2017	2,810.77	2,810.77	0.00	0.00	Pete Eiden
State of Nebraska	AUTOState000147		State of Nebraska	10/17/2017	1,000.00	0.00	1,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000162		State of Nebraka	10/17/2017	1,200.00	0.00	1,200.00	0.00	Pete Eiden
State of Nebraska	AUTOState000118		State of Nebraska	10/18/2017	7,500.00	5,184.12	2,315.88	0.00	Bill Hilton
State of Nebraska	AUTOState000143		State of Nebraska	10/26/2017	2,500.00	0.00	2,500.00	0.00	Pete Eiden
State of Nebraska	AUTOState000136		State of Nebraska	10/31/2017	15,010.00	104.00	14,906.00	0.00	Pete Eiden
State of Nebraska	AUTOState000175		State of Nebraska	10/31/2017	1,200.00	0.00	1,200.00	0.00	Pete Eiden
State of Nebraska	AUTOState000174		State of Nebraska	11/1/2017	14,000.00	0.00	14,000.00	0.00	Pete Eiden
State of Nebraska	AUTOState000144		State of Nebraska	11/3/2017	1,200.00	1,166.00	34.00	0.00	Bill Hilton
State of Nebraska	AUTOState000142		State of Nebraska	11/4/2017	4,010.00	3,895.00	115.00	0.00	Pete Eiden
State of Nebraska	AUTOState000152		State of Nebraska	11/7/2017	1,500.00	0.00	1,500.00	0.00	Pete Eiden
State of Nebraska	AUTOState000167		State of Nebraska	11/9/2017	6,000.00	0.00	6,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000163		State of Nebraska	11/21/2017	8,000.00	0.00	8,000.00	0.00	Bill Hilton
State of Nebraska	AUTOState000176		State of Nebraska	11/23/2017	14,000.00	0.00	14,000.00	0.00	Pete Eiden
Totals for **APD** - 34 Claims					**168,964.77**	**60,664.70**	**108,300.07**	**12,902.30**	
Coverage: BC									
State of Nebraska	PROPState000047		State of Nebraska	8/19/2017	50,000.00	0.00	50,000.00	0.00	John Christensen
State of Nebraska	PROPState000116		State of Nebraska	10/20/2017	155,000.00	822.97	154,177.03	0.00	John Christensen
State of Nebraska	PROPState000137		State of Nebraska	11/2/2017	500,000.00	2,597.80	497,402.20	0.00	Bill Hilton
State of Nebraska	PROPState000157		State of Nebraska	11/17/2017	150,000.00	0.00	150,000.00	0.00	Pete Eiden
Totals for **BC** - 4 Claims					**855,000.00**	**3,420.77**	**851,579.23**	**0.00**	

Department	Claim Number	Status	Claimant Full Name	Event Date	Total Incurred	Total Paid	O/S Reserve	Collection	Adjuster User
Coverage: **PUR**									
State of Nebraska	GLState000061		Leach, Jason R.	9/1/2017	1,000.00	0.00	1,000.00	0.00	Pete Eiden
Totals for **PUR** - 1 Claim					**1,000.00**	**0.00**	**1,000.00**	**0.00**	
Totals for **FY 2018** - 64 Claims					**1,287,264.77**	**66,728.54**	**1,220,536.23**	**12,902.30**	
Grand Totals - 125 Claims					**9,335,352.49**	**3,673,291.53**	**5,662,060.96**	**2,932,494.55**	

Report Definition

Description:

Filters: Claim Company is equal to STATE and Status is not equal to Closed

Groups: Period (State of NE Fiscal Year) with PDF page break then Coverage - Code

Sorts: Event Date then Department

Options Valuation Date is 11/30/2017

State of Nebraska

Incurred Changes

Claim Number	Code	Status	Claimant	Member	Month Start	Month End	Change for Month	Total Paid
Period (NIRMA Fiscal Year): FY 2014								
GCDCS002716	BC	R	State of Nebraska, DCS	State of Nebraska	$1,250,000.00	$964,376.61	-$285,623.39	964,376.61
Totals for **FY 2014** - 1 Claim					**$1,250,000.00**	**$964,376.61**	**-$285,623.39**	**964,376.61**
Period (NIRMA Fiscal Year): FY 2015								
VADCS003223	AL	O	Smith, Veronica	State of Nebraska	$50,000.00	$50,000.00	$0.00	22,292.47
GCNETC003166	BC	O	State of Nebraska	State of Nebraska	$635,000.00	$635,000.00	$0.00	481,119.45
Totals for **FY 2015** - 2 Claims					**$685,000.00**	**$685,000.00**	**$0.00**	**503,411.92**
Period (NIRMA Fiscal Year): FY 2016								
VADAS003680	AL	O	Fortier, Erica	State of Nebraska	$40,000.00	$40,000.00	$0.00	7,669.43
VADAS003681	AL	O	Hildreth, John L.	State of Nebraska	$37,500.00	$37,500.00	$0.00	3,801.90
GCDCS003654	BC	O	State of Nebraska	State of Nebraska	$540,000.00	$540,000.00	$0.00	32,130.82
AUTOState000130	APD	C	State of Nebraska	State of Nebraska	$1,100.00	$1,017.90	-$82.10	1,017.90
VAROADS003345	AL	O	Nibbe, Kevin	State of Nebraska	$108,038.30	$108,038.30	$0.00	15,197.20
Totals for **FY 2016** - 5 Claims					**$726,638.30**	**$726,556.20**	**-$82.10**	**59,817.25**
Period (NIRMA Fiscal Year): FY 2017								
VAHHSSV004100	APD	C	State of Nebraska	State of Nebraska	$2,000.00	$4,115.80	$2,115.80	4,115.80
VAHHSSV004099	APD	C	State of Nebraska	State of Nebraska	$0.00	$3,305.55	$3,305.55	3,305.55
AUTOState000128	APD	C	State of Nebraska	State of Nebraska	$3,500.00	$0.00	-$3,500.00	0.00
AUTOState000109	APD	C	State of Nebraska	State of Nebraska	$3,308.68	$4,610.55	$1,301.87	4,610.55
AUTOState000098	APD	C	State of Nebraska	State of Nebraska	$4,000.00	$3,521.35	-$478.65	3,521.35
AUTOState000120	APD	C	State of Nebraska	State of Nebraska	$2,000.00	$3,179.70	$1,179.70	3,179.70
VADAS004094	APD	C	State of Nebraska	State of Nebraska	$2,700.00	$2,607.45	-$92.55	2,607.45
VADAS004103	APD	O	State of Nebraska	State of Nebraska	$3,000.00	$3,000.00	$0.00	1,664.10
VADAS004124	APD	O	State of Nebraska	State of Nebraska	$9,800.00	$9,800.00	$0.00	0.00
GCDAS004069	BC	O	State of Nebraska	State of Nebraska	$800,000.00	$600,000.00	$0.00	25,213.12
VAPATRO004079	APD	O	State of Nebraska	State of Nebraska	$3,299.99	$3,345.99	$46.00	3,278.65
GCDAS004070	BC	O	State of Nebraska	State of Nebraska	$50,000.00	$125,000.00	$75,000.00	24,054.92
VAPATRO004111	AL	C	Hunt, Anthony	State of Nebraska	$2,000.00	$0.00	-$2,000.00	0.00
VADAS004093	APD	C	State of Nebraska	State of Nebraska	$1,000.00	$865.60	-$134.40	865.60
VAPATRO004112	APD	O	State of Nebraska	State of Nebraska	$6,000.00	$6,698.10	$698.10	0.00
VADAS004018	AL	O	Winkelman, Gil P.	State of Nebraska	$280,000.00	$280,000.00	$0.00	4,437.75
VAROADS004052	AL	O	Stanley, Michelle	State of Nebraska	$5,400.00	$15,400.00	$10,000.00	48.70
VAROADS003868	AL	C	Christopherson, Thomas	State of Nebraska	$5,000.00	$5,634.08	$634.08	5,634.08
VAROADS004104	AL	C	Jamico, Inc.	State of Nebraska	$1,979.50	$1,979.50	$0.00	1,979.50
AUTOState000039	APD	O	State of Nebraska	State of Nebraska	$8,010.00	$8,010.00	$0.00	10.00
AUTOState000044	APD	C	State of Nebraska	State of Nebraska	$3,500.00	$3,858.50	$358.50	3,858.50

Claim Number	Code	Status	Claimant	Member	Month Start	Month End	Change for Month	Total Paid
AUTOState000045	APD	C	State of Nebraska	State of Nebraska	$5,000.00	$1,110.00	-$3,890.00	1,110.00
AUTOState000071	APD	C	State of Nebraska	State of Nebraska	$800.00	$575.00	-$225.00	575.00
AUTOState000072	APD	C	State of Nebraska	State of Nebraska	$1,000.00	$0.00	-$1,000.00	0.00
AUTOState000078	APD	C	State of Nebraska	State of Nebraska	$6,000.00	$0.00	-$6,000.00	0.00
AUTOState000088	APD	C	State of Nebraska	State of Nebraska	$3,000.00	$0.00	-$3,000.00	0.00
Totals for **FY 2017** - 26 Claims					**$1,212,298.17**	**$1,286,617.17**	**$74,319.00**	**94,070.32**
Period (NIRMA Fiscal Year): **FY 2018**								
AUTOState000089	APD	C	State of Nebraska	State of Nebraska	$2,500.00	$2,442.09	-$57.91	2,442.09
AUTOState000094	AL	C	Schroeder, Roger	State of Nebraska	$300.00	$266.77	-$33.23	266.77
AUTOState000095	APD	C	State of Nebraska	State of Nebraska	$3,100.00	$3,064.85	-$35.15	3,064.85
AUTOState000084	APD	C	State of Nebraska	State of Nebraska	$793.09	$793.09	$0.00	793.09
AUTOState000085	APD	O	State of Nebraska	State of Nebraska	$20,010.00	$20,010.00	$0.00	16,633.88
AUTOState000086	AL	O	Terwey, Jami	State of Nebraska	$10,000.00	$10,300.00	$300.00	47.03
AUTOState000053	APD	O	State of Nebraska	State of Nebraska	$4,000.00	$4,000.00	$0.00	3,988.15
AUTOState000060	AL	C	Jones, Theresa	State of Nebraska	$4,000.00	$1,882.41	-$2,117.59	1,882.41
AUTOState000066	APD	C	State of Nebraska	State of Nebraska	$3,500.00	$3,401.00	-$99.00	3,401.00
AUTOState000070	AL	O	Laughlin, Wesley	State of Nebraska	$25,000.00	$29,000.00	$4,000.00	0.00
AUTOState000014	APD	O	State of Nebraska	State of Nebraska	$3,000.00	$3,000.00	$0.00	1,702.70
AUTOState000015	APD	C	State of Nebraska	State of Nebraska	$1,500.00	$950.00	-$550.00	950.00
PROPState000035	BC	C	State of Nebraska	State of Nebraska	$7,500.00	$7,950.00	$450.00	7,950.00
AUTOState000132	APD	C	State of Nebraska	State of Nebraska	$3,000.00	$2,829.75	-$170.25	2,829.75
AUTOState000133	APD	C	State of Nebraska	State of Nebraska	$1,500.00	$1,363.95	-$136.05	1,363.95
AUTOState000134	APD	C	State of Nebraska	State of Nebraska	$1,500.00	$876.81	-$623.19	876.81
AUTOState000135	APD	R	State of Nebraska	State of Nebraska	$0.00	$2,500.00	$2,500.00	0.00
AUTOState000136	APD	O	State of Nebraska	State of Nebraska	$0.00	$15,010.00	$15,010.00	104.00
AUTOState000156	AL	O	Bruns, Rita	State of Nebraska	$0.00	$2,500.00	$2,500.00	0.00
AUTOState000176	APD	O	State of Nebraska	State of Nebraska	$0.00	$14,000.00	$14,000.00	0.00
AUTOState000167	APD	O	State of Nebraska	State of Nebraska	$0.00	$6,000.00	$6,000.00	0.00
AUTOState000162	APD	O	State of Nebraka	State of Nebraska	$0.00	$1,200.00	$1,200.00	0.00
AUTOState000148	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,000.00	$1,000.00	0.00
AUTOState000153	AL	O	Faesser, Arthur	State of Nebraska	$0.00	$300.00	$300.00	0.00
AUTOState000139	APD	C	State of Nebraska	State of Nebraska	$0.00	$892.34	$892.34	892.34
AUTOState000169	AL	O	McGowan, James	State of Nebraska	$0.00	$5,000.00	$5,000.00	0.00
AUTOState000142	APD	O	State of Nebraska	State of Nebraska	$0.00	$4,010.00	$4,010.00	3,895.00
AUTOState000158	AL	O	Jensen, Maxine	State of Nebraska	$0.00	$100.00	$100.00	0.00
AUTOState000143	APD	O	State of Nebraska	State of Nebraska	$0.00	$2,500.00	$2,500.00	0.00
AUTOState000146	AL	O	Stromities, Janice	State of Nebraska	$0.00	$3,500.00	$3,500.00	0.00

Claim Number	Code	Status	Claimant	Member	Month Start	Month End	Change for Month	Total Paid
AUTOState000174	APD	O	State of Nebraska	State of Nebraska	$0.00	$14,000.00	$14,000.00	0.00
AUTOState000163	APD	O	State of Nebraska	State of Nebraska	$0.00	$8,000.00	$8,000.00	0.00
AUTOState000171	APD	O	State of Nebraska	State of Nebraska	$0.00	$3,200.00	$3,200.00	0.00
AUTOState000154	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,200.00	$1,200.00	0.00
AUTOState000144	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,200.00	$1,200.00	1,166.00
AUTOState000149	APD	C	State of Nebraska	State of Nebraska	$0.00	$703.10	$703.10	703.10
AUTOState000172	APD	O	State of Nebraska	State of Nebraska	$0.00	$3,000.00	$3,000.00	0.00
AUTOState000164	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,000.00	$1,000.00	0.00
AUTOState000159	AL	O	Dailey, Becky	State of Nebraska	$0.00	$100.00	$100.00	0.00
AUTOState000151	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,200.00	$1,200.00	0.00
AUTOState000152	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,500.00	$1,500.00	0.00
AUTOState000147	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,000.00	$1,000.00	0.00
AUTOState000161	AL	O	Songster, Dana	State of Nebraska	$0.00	$10,000.00	$10,000.00	0.00
AUTOState000168	AL	O	Coker, Roland	State of Nebraska	$0.00	$10,000.00	$10,000.00	0.00
AUTOState000155	AL	O	Frew, Kristi	State of Nebraska	$0.00	$100.00	$100.00	60.00
PROPState000137	BC	O	State of Nebraska	State of Nebraska	$0.00	$500,000.00	$500,000.00	2,597.80
AUTOState000175	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,200.00	$1,200.00	0.00
AUTOState000166	APD	O	State of Nebraska	State of Nebraska	$0.00	$1,000.00	$1,000.00	0.00
AUTOState000138	AL	O	Samuel, Kandiss	State of Nebraska	$0.00	$3,000.00	$3,000.00	0.00
AUTOState000141	AL	O	Maly, Richard	State of Nebraska	$0.00	$3,000.00	$3,000.00	2,536.04
PROPState000157	BC	O	State of Nebraska	State of Nebraska	$0.00	$150,000.00	$150,000.00	0.00
AUTOState000150	AL	C	Dunn, Raymond	State of Nebraska	$0.00	$0.00	$0.00	0.00
AUTOState000160	AL	C	Carmichael, Joy	State of Nebraska	$0.00	$150.00	$150.00	150.00
AUTOState000170	AL	O	Parrish, Tammy	State of Nebraska	$0.00	$4,000.00	$4,000.00	0.00
AUTOState000145	AL	O	Runza Restaurant	State of Nebraska	$0.00	$2,000.00	$2,000.00	0.00
AUTOState000173	APD	O	State of Nebraska	State of Nebraska	$0.00	$2,600.00	$2,600.00	0.00
AUTOState000165	APD	O	State of Nebraska	State of Nebraska	$0.00	$2,000.00	$2,000.00	0.00
AUTOState000121	APD	C	State of Nebraska	State of Nebraska	$1,000.00	$0.00	-$1,000.00	0.00
AUTOState000122	APD	C	State of Nebraska	State of Nebraska	$1,000.00	$817.30	-$182.70	817.30
AUTOState000123	APD	C	State of Nebraska	State of Nebraska	$1,000.00	$897.80	-$102.20	897.80
AUTOState000124	APD	C	State of Nebraska	State of Nebraska	$2,500.00	$0.00	-$2,500.00	0.00
AUTOState000125	APD	C	State of Nebraska	State of Nebraska	$2,500.00	$2,380.00	-$120.00	2,380.00
AUTOState000126	AL	C	Highland Park Lawn Company	State of Nebraska	$2,100.00	$0.00	-$2,100.00	0.00
AUTOState000102	AL	C	Whitlock, Tracy	State of Nebraska	$600.00	$0.00	-$600.00	0.00
AUTOState000103	AL	C	MMT Express Inc.	State of Nebraska	$3,000.00	$2,962.38	-$37.62	2,962.38
AUTOState000105	AL	C	McKeon, Dennis	State of Nebraska	$500.00	$380.20	-$119.80	380.20

State of Nebraska

Incurred Changes

Claim Number	Code	Status	Claimant	Member	Month Start	Month End	Change for Month	Total Paid
AUTOState000111	APD	C	State of Nebraska	State of Nebraska	$5,000.00	$4,300.00	-$700.00	4,300.00
AUTOState000112	APD	O	State of Nebraska	State of Nebraska	$2,500.00	$2,500.00	$0.00	2,226.34
AUTOState000113	APD	C	State of Nebraska	State of Nebraska	$2,500.00	$2,471.04	-$28.96	2,471.04
AUTOState000115	APD	C	State of Nebraska	State of Nebraska	$1,500.00	$1,441.60	-$58.40	1,441.60
PROPState000116	BC	O	State of Nebraska	State of Nebraska	$155,000.00	$155,000.00	$0.00	822.97
AUTOState000117	AL	C	Grosshans, Nick	State of Nebraska	$100.00	$29.95	-$70.05	29.95
AUTOState000118	APD	O	State of Nebraska	State of Nebraska	$7,500.00	$7,500.00	$0.00	5,184.12
Totals for FY 2018 - 73 Claims					$279,503.09	$1,056,476.43	$776,973.34	84,210.46
Grand Totals - 107 Claims					$4,153,439.56	$4,719,026.41	$565,586.85	1,705,886.56

Report Definition

Description:	
Filters:	Claim Company (Claim) is equal to STATE and Loss Date (Claim) is after 07/31/1997 and Transactions list has a record where Transaction Date is between First day of last month and Last day of last month and Amount is not empty and Amount is not equal to 0.00
Groups:	Period (NIRMA Fiscal Year)
Sorts:	No Sorts
Options	First Date is 10/31/2017, Second Date Is 11/30/2017, Use Absolute Value, Base Change Filter On is Incurred

State of Nebraska

Loss & Claim Experience Report - State of Nebraska

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 1999									
AL	0	313	313	429,511.03	32,796.22	0.00	0.00	425.76	461,881.49
APD	0	134	134	121,363.66	0.00	0.00	0.00	3,373.97	117,989.69
BC	0	34	34	105,749.08	11,523.51	0.00	0.00	0.00	117,272.59
FP	0	28	28	8,943.77	0.00	0.00	0.00	0.00	8,943.77
PUR	0	2	2	11,443.25	0.00	0.00	0.00	5,721.63	5,721.62
Totals for **FY 1999** - 511 Claims	**0**	**511**	**511**	**677,010.79**	**44,319.73**	**0.00**	**0.00**	**9,521.36**	**711,809.16**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2000									
AL	0	300	300	5,933,947.27	223,786.62	0.00	0.00	4,315.85	6,153,418.04
APD	0	135	135	98,875.84	15,478.05	0.00	0.00	8,225.54	106,128.35
BC	0	6	6	91,473.97	5,710.00	0.00	0.00	0.00	97,183.97
FP	0	24	24	4,381.64	0.00	0.00	0.00	0.00	4,381.64
PUR	0	1	1	0.00	0.00	0.00	0.00	0.00	0.00
Totals for **FY 2000** - 466 Claims	**0**	**466**	**466**	**6,128,678.72**	**244,974.67**	**0.00**	**0.00**	**12,541.39**	**6,361,112.00**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2001									
AL	0	302	302	794,665.86	115,212.15	0.00	0.00	4,248.44	905,629.57
APD	0	210	210	220,053.84	296.00	0.00	0.00	29,455.78	190,894.06
BC	0	6	6	149,006.55	11,365.11	0.00	0.00	0.00	160,371.66
FP	0	32	32	8,322.44	0.00	0.00	0.00	150.00	8,172.44
GL	0	2	2	877.38	1,621.00	0.00	0.00	0.00	2,498.38
PUR	0	2	2	560,091.50	10,763.40	0.00	0.00	0.00	570,854.90
Totals for **FY 2001** - 554 Claims	**0**	**554**	**554**	**1,733,017.57**	**139,257.66**	**0.00**	**0.00**	**33,854.22**	**1,838,421.01**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2002									
AL	0	227	227	386,529.42	33,075.79	0.00	0.00	0.00	419,605.21
APD	0	274	274	230,055.51	824.77	0.00	0.00	24,736.78	206,143.50
BC	0	15	15	17,420.26	12,284.45	0.00	0.00	0.00	29,704.71
FP	0	31	31	158,427.91	5,071.36	0.00	0.00	0.00	163,499.29
GL	0	3	3	0.00	0.00	0.00	0.00	0.00	0.00
Totals for **FY 2002** - 550 Claims	**0**	**550**	**550**	**792,433.10**	**51,256.39**	**0.00**	**0.00**	**24,736.78**	**818,952.71**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2003									
AL	0	265	265	1,278,655.18	127,533.45	0.00	0.00	642.21	1,405,546.42
APD	0	210	210	277,691.79	1,785.94	0.00	0.00	48,306.37	231,171.36
BC	0	7	7	91,155.30	5,669.38	0.00	0.00	0.00	96,824.68
CR	0	1	1	11,959.00	0.00	0.00	0.00	0.00	11,959.00
FP	0	29	29	7,364.62	190.00	0.00	0.00	0.00	7,554.62
GL	0	1	1	0.00	0.00	0.00	0.00	0.00	0.00
PUR	0	3	3	0.00	235.50	0.00	0.00	0.00	235.50
Totals for **FY 2003** - 516 Claims	**0**	**516**	**516**	**1,666,825.89**	**135,414.27**	**0.00**	**0.00**	**48,948.58**	**1,753,291.58**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2004									
AL	0	222	222	501,854.17	63,688.24	0.00	0.00	1,625.00	563,917.41
APD	0	221	221	283,367.37	1,870.25	0.00	0.00	43,888.79	241,348.83
BC	0	14	14	227,701.19	26,749.16	0.00	0.00	46,500.00	207,950.35
CR	0	2	2	377,990.48	136.12	0.00	0.00	0.00	378,126.60
FP	0	20	20	826.50	0.00	0.00	0.00	0.00	826.50
Totals for **FY 2004** - 479 Claims	**0**	**479**	**479**	**1,391,739.71**	**92,443.77**	**0.00**	**0.00**	**92,013.79**	**1,392,169.69**

Loss & Claim Experience Report - State of Nebraska

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2005									
AL	0	218	218	713,398.21	44,780.51	0.00	0.00	1,309.47	756,869.25
APD	0	196	196	175,779.43	1,134.05	0.00	0.00	24,434.47	152,479.01
BC	0	19	19	303,850.25	15,666.84	0.00	0.00	0.00	319,517.09
FP	0	20	20	1,967.84	0.00	0.00	0.00	0.00	1,967.84
GL	0	1	1	0.00	0.00	0.00	0.00	0.00	0.00
PUR	0	1	1	0.00	12,976.50	0.00	0.00	0.00	12,976.50
Totals for **FY 2005** - 455 Claims	**0**	**455**	**455**	**1,194,995.73**	**74,557.90**	**0.00**	**0.00**	**25,743.94**	**1,243,809.69**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2006									
AL	0	228	228	1,663,155.23	13,645.82	0.00	0.00	0.00	1,676,801.05
APD	0	193	193	183,772.96	5,720.70	0.00	0.00	25,378.06	164,115.60
BC	0	11	11	2,050,491.01	13,293.22	0.00	0.00	0.00	2,063,784.23
CR	0	1	1	7,677.28	0.00	0.00	0.00	2,787.50	4,889.78
FP	0	13	13	1,673.14	314.15	0.00	0.00	0.00	1,987.29
GL	0	6	6	0.00	0.00	0.00	0.00	0.00	0.00
IM	0	1	1	967.26	0.00	0.00	0.00	0.00	967.26
PUR	0	2	2	0.00	76,665.63	0.00	0.00	0.00	76,665.63
Totals for **FY 2006** - 455 Claims	**0**	**455**	**455**	**3,907,736.88**	**109,639.52**	**0.00**	**0.00**	**28,165.56**	**3,989,210.84**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2007									
AL	0	151	151	924,466.61	44,350.78	0.00	0.00	225.00	968,592.39
APD	0	154	154	182,708.52	33.00	0.00	0.00	33,802.02	148,939.50
BC	0	16	16	1,483,231.46	23,927.03	0.00	0.00	0.00	1,507,158.49
CR	0	3	3	7,622.73	0.00	0.00	0.00	7,422.73	200.00
FP	0	9	9	3,698.44	0.00	0.00	0.00	0.00	3,698.44
PUR	0	2	2	2,000.00	0.00	0.00	0.00	0.00	2,000.00
Totals for **FY 2007** - 335 Claims	**0**	**335**	**335**	**2,603,727.76**	**68,310.81**	**0.00**	**0.00**	**41,449.75**	**2,630,588.82**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): **FY 2008**									
AL	0	151	151	250,634.45	41,146.70	0.00	0.00	250.00	291,531.15
APD	0	153	153	308,804.27	4,666.80	0.00	0.00	48,485.80	264,985.27
BC	0	18	18	296,043.79	25.00	0.00	0.00	12,695.27	283,373.52
CR	0	1	1	100.00	0.00	0.00	0.00	0.00	100.00
FP	0	15	15	3,787.53	0.00	0.00	0.00	0.00	3,787.53
IM	0	3	3	5,100.90	0.00	0.00	0.00	0.00	5,100.90
PUR	0	3	3	2,254.61	10.00	0.00	0.00	0.00	2,264.61
Totals for **FY 2008** - 344 Claims	**0**	**344**	**344**	**866,725.55**	**45,848.50**	**0.00**	**0.00**	**61,431.07**	**851,142.98**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): **FY 2009**									
AL	0	165	165	3,215,799.67	243,577.35	0.00	0.00	300.00	3,459,077.02
APD	0	134	134	291,235.58	5,032.15	0.00	0.00	82,807.08	213,460.65
BC	0	6	6	70,303.56	0.00	0.00	0.00	0.00	70,303.56
FP	0	2	2	440.01	0.00	0.00	0.00	0.00	440.01
IM	0	3	3	984.87	0.00	0.00	0.00	0.00	984.87
PUR	0	4	4	3,810.78	0.00	0.00	0.00	0.00	3,810.78
Totals for **FY 2009** - 314 Claims	**0**	**314**	**314**	**3,582,574.47**	**248,609.50**	**0.00**	**0.00**	**83,107.08**	**3,748,076.89**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2010									
AL	0	180	180	310,924.47	92,961.13	0.00	0.00	0.00	403,885.60
APD	0	164	164	349,295.23	706.42	0.00	0.00	33,525.53	316,476.12
BC	0	15	15	515,432.98	7,002.00	0.00	0.00	370.78	522,064.20
CR	0	3	3	5,558.70	0.00	0.00	0.00	0.00	5,558.70
FP	0	2	2	0.00	0.00	0.00	0.00	0.00	0.00
IM	0	3	3	2,838.30	0.00	0.00	0.00	0.00	2,838.30
PUR	0	2	2	10,820.48	28.36	0.00	0.00	0.00	10,848.84
Totals for **FY 2010** - 369 Claims	**0**	**369**	**369**	**1,194,870.16**	**100,697.91**	**0.00**	**0.00**	**33,896.31**	**1,261,671.76**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2011									
AL	0	160	160	200,013.00	47,233.94	0.00	0.00	365.00	246,881.94
APD	0	128	128	238,990.55	325.00	0.00	0.00	4,865.05	234,450.50
BC	0	10	10	248,522.00	1,073.40	0.00	0.00	2,471.41	247,123.99
CR	0	1	1	90.00	0.00	0.00	0.00	0.00	90.00
FP	0	5	5	0.00	38,879.31	0.00	0.00	0.00	38,879.31
IM	0	2	2	2,977.50	0.00	0.00	0.00	0.00	2,977.50
PUR	0	2	2	0.00	0.00	0.00	0.00	0.00	0.00
Totals for **FY 2011** - 308 Claims	**0**	**308**	**308**	**690,593.05**	**87,511.65**	**0.00**	**0.00**	**7,701.46**	**770,403.24**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2012									
AL	0	116	116	237,948.16	52,582.56	0.00	0.00	1,815.00	288,715.72
APD	0	174	174	651,985.16	264.75	0.00	0.00	40,939.21	611,310.70
BC	0	13	13	447,883.70	4,810.24	0.00	0.00	13,527.00	439,166.94
CR	0	2	2	20.00	0.00	0.00	0.00	0.00	20.00
FP	0	4	4	5,487.87	0.00	0.00	0.00	0.00	5,487.87
IM	0	1	1	106.95	0.00	0.00	0.00	0.00	106.95
PUR	0	4	4	23,400.79	98.24	0.00	0.00	0.00	23,499.03
Totals for **FY 2012** - 314 Claims	**0**	**314**	**314**	**1,366,832.63**	**57,755.79**	**0.00**	**0.00**	**56,281.21**	**1,368,307.21**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2013									
AL	0	129	129	2,728,786.13	183,557.27	0.00	0.00	350.00	2,911,993.40
APD	0	185	185	244,663.06	148.00	0.00	0.00	69,437.28	175,373.78
BC	0	8	8	216,037.09	2,214.11	0.00	0.00	0.00	218,251.20
CR	0	2	2	25.00	0.00	0.00	0.00	0.00	25.00
FP	0	4	4	293,135.73	7,044.50	0.00	0.00	0.00	300,180.23
IM	0	4	4	21,382.66	0.00	0.00	0.00	0.00	21,382.66
PUR	0	3	3	575,000.00	9,830.52	0.00	0.00	0.00	584,830.52
Totals for **FY 2013** - 335 Claims	**0**	**335**	**335**	**4,079,029.67**	**202,794.40**	**0.00**	**0.00**	**69,787.28**	**4,212,036.79**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2014									
AL	0	119	119	830,681.47	78,976.58	0.00	0.00	1,745.83	907,912.22
APD	0	332	332	828,284.92	412.35	0.00	0.00	84,421.32	744,275.95
BC	2	21	23	3,932,149.07	3,749.42	113,600.00	0.00	0.00	4,049,498.49
CR	0	2	2	42,776.31	82.00	0.00	0.00	43,788.52	-930.21
FP	0	2	2	0.00	0.00	0.00	0.00	0.00	0.00
IM	0	5	5	19,556.28	0.00	0.00	0.00	0.00	19,556.28
PUR	0	1	1	0.00	0.00	0.00	0.00	0.00	0.00
Totals for FY 2014 - 484 Claims	2	482	484	5,653,448.05	83,220.35	113,600.00	0.00	129,955.67	5,720,312.73

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2015									
AL	4	113	117	274,230.23	67,850.36	92,815.72	15,636.71	0.00	450,533.02
APD	0	274	274	674,439.62	193.75	0.00	0.00	174,277.77	500,355.60
BC	2	19	21	3,531,315.26	31,600.40	631,862.84	3,484.60	0.00	4,198,263.10
CR	0	1	1	20.00	0.00	0.00	0.00	0.00	20.00
FP	0	8	8	11,745.82	0.00	0.00	0.00	0.00	11,745.82
IM	0	3	3	4,602.24	0.00	0.00	0.00	0.00	4,602.24
Totals for **FY 2015** - 424 Claims	**6**	**418**	**424**	**4,496,353.17**	**99,644.51**	**724,678.56**	**19,121.31**	**174,277.77**	**5,165,519.78**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2016									
AL	6	128	134	437,846.84	41,256.13	128,038.30	59,331.47	323.90	666,148.84
APD	1	290	291	690,482.99	320.50	0.00	0.00	93,049.48	597,754.01
BC	2	16	18	791,949.76	14,973.64	510,675.06	866.81	0.00	1,318,465.27
CR	0	2	2	200.00	0.00	0.00	0.00	0.00	200.00
FP	0	6	6	9,124.00	5.00	0.00	0.00	0.00	9,129.00
IM	0	2	2	1,842.92	0.00	0.00	0.00	0.00	1,842.92
Totals for **FY 2016** - 453 Claims	**9**	**444**	**453**	**1,931,446.51**	**56,555.27**	**638,713.36**	**60,198.28**	**93,373.38**	**2,593,540.04**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2017									
AL	12	113	125	128,381.74	5,342.01	526,000.00	26,338.55	0.00	686,062.30
APD	24	243	267	556,381.43	475.80	72,537.12	728.95	80,282.98	549,840.32
BC	8	13	21	709,039.08	1,326.14	2,249,539.74	10,068.86	6,450.13	2,963,523.69
CR	0	1	1	20.00	0.00	0.00	0.00	0.00	20.00
FP	0	5	5	0.00	0.00	0.00	0.00	0.00	0.00
IM	0	5	5	26,438.74	0.00	0.00	0.00	0.00	26,438.74
PUR	0	1	1	386.57	0.00	0.00	0.00	0.00	386.57
Totals for **FY 2017** - 425 Claims	**44**	**381**	**425**	**1,420,647.56**	**7,143.95**	**2,848,076.86**	**37,136.36**	**86,733.11**	**4,226,271.62**

Coverage	Open	Closed	Total	Ind Pymts	Exp Pymts	Ind Reserves	Exp Reserves	Non-XS Recovery	Total Experience
Period (State of NE Fiscal Year): FY 2018									
AL	25	28	53	22,171.13	47.03	256,903.96	2,752.97	0.00	281,875.09
APD	34	37	71	127,834.84	54.00	108,300.07	0.00	17,096.39	219,092.52
BC	4	1	5	11,031.77	339.00	846,918.23	4,661.00	0.00	862,950.00
FP	0	1	1	0.00	0.00	0.00	0.00	0.00	0.00
PUR	1	1	2	450.00	0.00	1,000.00	0.00	0.00	1,450.00
Totals for **FY 2018** - 132 Claims	**64**	**68**	**132**	**161,487.74**	**440.03**	**1,213,122.26**	**7,413.97**	**17,096.39**	**1,365,367.61**
Grand Totals - 8,223 Claims	**125**	**8,098**	**8,223**	**45,540,174.71**	**1,950,396.58**	**5,538,191.04**	**123,869.92**	**1,130,616.10**	**52,022,016.15**

Report Definition

Description:	
Filters:	Claim Company is equal to STATE and Claim Status Detail is not equal to Void and Loss Date is after 06/30/1998
Groups:	Period (State of NE Fiscal Year) with PDF page break then Coverage - Code
Sorts:	No Sorts
Options	Valuation Date is 11/30/2017

State of Nebraska

Recovery Checks Current Month

LOC	Financial Category	Amount	Check #	Transaction Date	Payee Name	Claim Number
Period (NIRMA Fiscal Year): FY 2017						
Coverage Category: None						
APD	RESS	2,902.50	1680076	11/6/2017	Copart, Inc.	VADAS004124
APD	RESS	3,137.00	809976949	11/28/2017	Insurance Auto Auctions	AUTOState000039
Totals for **None** - 2 Claims		**6,039.50**				
Totals for **FY 2017** - 2 Claims		**6,039.50**				
Period (NIRMA Fiscal Year): FY 2018						
Coverage Category: None						
APD	RESS	3,401.00	47473387	11/1/2017	Dairyland Cycle Insurance	AUTOState000066
APD	RESS	793.09	1618416526	11/7/2017	Bristol West Insurance Company	AUTOState000084
APD	RESS	2,174.50	1685459	11/15/2017	Copart, Inc.	AUTOState000085
APD	RESS	1,002.70	2018956459	11/27/2017	Progressive Insurance Company	AUTOState000014
APD	RESS	184.10	2775139474	11/27/2017	Progressive Insurance Company	AUTOState000014
Totals for **None** - 5 Claims		**7,555.39**				
Totals for **FY 2018** - 5 Claims		**7,555.39**				
Grand Totals - 7 Claims		**13,594.89**				

Report Definition

Description:	
Filters:	Financial Type is equal to Deductible or Recovery or Reinsurance/Excess and Transaction Date is between 11/01/2017 and 11/30/2017 and Amount is not equal to 0.00 and Claim Company (Claim) is equal to STATE
Groups:	Period (NIRMA Fiscal Year) then Coverage Category - Code
Sorts:	Financial Category then Transaction Date
Options	None

NIRMA

State of NE Checks

Claim Number	Claimant	Pay To The Order Of	Bank Account	Amount	Adjuster User	Memo	Major Coverage
Adjuster User: Bill Hilton							
AUTOState000029	Huenefeld, Cody	Huenefeld, Cody	NRMA, Inc	9,714.44	Bill Hilton	Full and final settlement of all claims	Auto
AUTOState000029	Huenefeld, Cody	Hudson Insurance Company	NRMA, Inc	21,764.07	Bill Hilton	Claim No 77-930367, Full and final settlement of all claims	Auto
VAROADS004050	Iowa Mutual Insurance Company	Iowa Mutual Insurance Company	NRMA, Inc	23,405.38	Bill Hilton	Full and final settlement of all claims, Subrogee for Michelle, Troy & Willa Stanley	Auto
VAROADS004052	Stanley, Michelle	Stanley, Michelle & Troy	NRMA, Inc	13,757.17	Bill Hilton	Full and final settlement of all claims	Auto
VAROADS004052	Stanley, Michelle	Optuminsight, Inc.	NRMA, Inc	1,621.42	Bill Hilton	Michelle & Willa Stanley File # 31588286	Auto
VAROADS004051	Stanley, Willa	Stanley, Michelle & Troy Stanley as parents of Willa Stanley	NRMA, Inc	500.00	Bill Hilton	Full and final settlement of all claims	Auto
AUTOState000163	State of Nebraska	Wolfgang Auto Painting	NRMA, Inc	2,462.89	Bill Hilton	License No 16962	Auto
AUTOState000089	State of Nebraska	Eustis Body Shop	NRMA, Inc	2,257.64	Bill Hilton	License No 19524	Auto
AUTOState000006	State of Nebraska	Lancaster County Sheriff	NRMA, Inc	50.00	Bill Hilton	Service of summons to Tia Eddins Cunningham & Rustin Cunningham	Auto
Totals for **Bill Hilton** - 9 Checks				**75,533.01**			
Adjuster User: John Christensen							
PROPState000116	State of Nebraska	General Fire and Safety Equipment Company of Omaha	NRMA, Inc	11,976.00	John Christensen		Property
Totals for **John Christensen** - 1 Check				**11,976.00**			
Adjuster User: Pete Eiden							
VAROADS003507	McKinney, Jason G.	Jason G. McKinney and his attorney	NRMA, Inc	18,000.00	Pete Eiden	Full and Final Settlement	Auto
AUTOState000123	State of Nebraska	Turner Body Shop of Holdrege	NRMA, Inc	100.00	Pete Eiden	NSP497	Auto
AUTOState000174	State of Nebraska	Lancaster County Treasurer	NRMA, Inc	10.00	Pete Eiden	Salvage Title	Auto
AUTOState000131	State of Nebraska	Great Plains Auto Body	NRMA, Inc	3,232.49	Pete Eiden	License 18886	Auto
GCDAS004070	State of Nebraska	Sudbeck Construction, Inc.	NRMA, Inc	40,515.42	Pete Eiden	Wind Damage of 6-16-17	Property
Totals for **Pete Eiden** - 5 Checks				**61,857.91**			
Grand Totals - 15 Checks				**149,366.92**			

Report Definition

Description:	
Filters:	Status (Check) Is equal to Approved and Bank Account (Check) is equal to NRMA, Inc
Groups:	Adjuster User
Sorts:	Claimant
Options	None

State of Nebraska

Voided Checks

LOC	Amount	Check #	Check Date	Full Name	Claim Number	Date Voided
Period (State of NE Fiscal Year): **FY 2016**						
AL	503.50	6547	8/31/2017	Theodore T Sokol, Jr.	VAROADS003345	11/7/2017
Totals for **FY 2016** - 1 Claim	**503.50**					
Period (State of NE Fiscal Year): **FY 2017**						
AL	1,979.50	6529	8/17/2017	Jamico, Inc.	VAROADS004104	11/20/2017
Totals for **FY 2017** - 1 Claim	**1,979.50**					
Grand Totals - 2 Claims	**2,483.00**					

Report Definition

Description:

Filters: Status (Check) is equal to Voided and Claim Company is equal to STATE and Void Date (Check) is between 11/01/2017 and 11/30/2017 and Amount (Transaction) is greater than 0.00

Groups: Period (State of NE Fiscal Year)

Sorts: No Sorts

Options None

Claims

Filter Coverage is equal to Personal Property - Automobile Physical Damage and Loss Date is on or after 01/01/2017 and Loss Date i

Claim Number	LOC	Department	Status	Adjus	Loss Date	Total Paid	State License #
AUTOState000197	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	09/20/2017	0.00	16933
AUTOState000192	APD	024778-A262 - Agriculture, Department of	Closed	Pete I	07/27/2017	1,267.10	19985
AUTOState000187	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	11/06/2017	0.00	19523
AUTOState000188	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	11/08/2017	1,354.95	18348
AUTOState000183	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	09/20/2017	0.00	18608
AUTOState000182	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	11/14/2017	0.00	17930
AUTOState000177	APD	024992-H213 - HHS - Beatrice State Development Cente	Open	John	11/29/2017	2,433.00	16283
AUTOState000180	APD	025076-H223 - HHS-Western Service Area	Closed	Pete I	05/16/2017	810.50	18785
AUTOState000181	APD	025076-H223 - HHS-Western Service Area	Closed	Pete I	05/16/2017	863.50	18181
AUTOState000176	APD	02S206-P364 - Patrol, Nebraska State	Open	Pete I	11/23/2017	13,260.00	327
AUTOState000175	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	10/31/2017	0.00	18159
AUTOState000174	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	11/01/2017	10.00	20134
AUTOState000171	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	08/12/2017	0.00	18734
AUTOState000172	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	08/12/2017	0.00	18158
AUTOState000173	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	08/12/2017	0.00	18159
AUTOState000165	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	08/16/2017	1,938.00	18161
AUTOState000166	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	09/23/2017	1,623.00	146
AUTOState000163	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	11/21/2017	2,462.89	16962
AUTOState000167	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	11/09/2017	5,474.80	18889
AUTOState000164	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	07/18/2017	0.00	18166
AUTOState000162	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	10/17/2017	0.00	16290DP
AUTOState0001S4	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	09/17/2017	0.00	19339
AUTOState000152	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	11/07/2017	1,828.25	93DP
AUTOState000149	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	11/08/2017	703.10	19527DP
AUTOState000151	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	10/12/2017	0.00	20001
AUTOState000147	APD	024778-A262 - Agriculture, Department of	Closed	Pete I	10/17/2017	965.37	20732
AUTOState000148	APD	025005-H223 - HHS-Eastern Service Area	Open	Pete I	08/22/2017	0.00	19369
AUTOState000143	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	10/26/2017	0.00	18291
AUTOState000144	APD	024992-H213 - HHS - Beatrice State Development Cente	Closed	Bill Hi	11/03/2017	1,166.00	15299DP

AUTOState000142	APD	025206-P364 - Patrol, Nebraska State	Open	Pete I	11/04/2017	3,895.00	419DP
AUTOState000139	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	10/24/2017	820.00	306DP
AUTOState000136	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	10/31/2017	104.00	20635
AUTOState000135	APD	024962-D236 - DAS-Transportation Services Bureau	Reopened	Pete I	08/19/2017	0.00	20733DP
AUTOState000127	APD	025005-H223 - HHS-Eastern Service Area	Open	Bill Hi	09/14/2017	0.00	14443
AUTOState000132	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	08/24/2017	2,829.75	17955DP
AUTOState000133	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	10/23/2017	1,363.95	160DP
AUTOState000129	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	09/19/2017	3,097.47	18362DP
AUTOState000134	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	10/12/2017	876.81	8330DP
AUTOState000131	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/29/2017	3,232.49	18886DP
AUTOState000123	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	10/18/2017	997.80	424DP
AUTOState000122	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	10/20/2017	817.30	18285DP
AUTOState000121	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	10/23/2017	0.00	18855NR
AUTOState000125	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	08/13/2017	2,380.00	18311DP
AUTOState000118	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	10/18/2017	8,124.67	20668
AUTOState000115	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	09/29/2017	1,441.60	19384DP
AUTOState000120	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/29/2017	3,179.70	17943DP
AUTOState000114	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	10/16/2017	2,810.77	20703
AUTOState000140	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	09/10/2017	0.00	692919
AUTOState000113	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	09/10/2017	2,471.04	19922DP
AUTOState000112	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	07/26/2017	2,226.34	20657
AUTOState000109	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/29/2017	4,610.55	18740DP
AUTOState000107	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/29/2017	1,436.65	20660DP
AUTOState000108	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/29/2017	1,832.10	18231DP
AUTOState000104	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	08/10/2017	2,343.00	17931DP
AUTOState000098	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/29/2017	3,521.35	20659DP
AUTOState000092	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete I	08/10/2017	4,841.25	19000DP
AUTOState000095	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	09/19/2017	3,064.85	19339DP
AUTOState000096	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	09/24/2017	10,724.00	414DP
AUTOState000097	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	07/25/2017	942.00	16152DP
AUTOState000087	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	08/16/2017	631.80	19457DP
AUTOState000085	APD	025206-P364 - Patrol, Nebraska State	Closed	Bill Hi	09/14/2017	16,633.88	510DP
AUTOState000074	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	07/21/2017	706.32	18317DP
AUTOState000073	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	07/13/2017	548.30	18317DP

AUTOState000076	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete	06/29/2017	0.00	18044DP
AUTOState000072	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	06/19/2017	0.00	20659NP
AUTOState000071	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	04/03/2017	575.00	20659DP
AUTOState000078	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	06/17/2017	0.00	17604NP
AUTOState000079	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	06/17/2017	7,258.02	20411DP
AUTOState000080	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete	06/17/2017	0.00	20661DP
AUTOState000054	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	06/29/2017	944.00	18232
AUTOState000055	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	06/13/2017	978.40	19466
AUTOState000051	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete	06/29/2017	0.00	19449DP
AUTOState000053	APD	025012-H223 - HHS-Hastings Regional Center	Open	Bill Hi	08/24/2017	3,988.15	17474
AUTOState000037	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	06/16/2017	714.60	19954
AUTOState000038	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	06/16/2017	1,456.78	17958
AUTOState000042	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete	06/17/2017	0.00	18007DP
AUTOState000043	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete	06/17/2017	0.00	18362DP
AUTOState000044	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	06/17/2017	3,858.50	18041
AUTOState000045	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	06/17/2017	1,110.00	19389DP
AUTOState000046	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	06/17/2017	1,383.26	18339
AUTOState000032	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	06/13/2017	3,023.00	18869
AUTOState000033	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	06/13/2017	0.00	17474NP
AUTOState000039	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Pete	06/07/2017	10.00	18198
AUTOState000028	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	05/28/2017	7,322.00	137DP
AUTOState000030	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	03/22/2017	814.40	18249
AUTOState000019	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	06/29/2017	3,651.55	20717DP
AUTOState000014	APD	024853-E323 - Educational Lands & Funds, Board of	Closed	Pete	07/08/2017	1,702.70	20657NR
AUTOState000006	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	06/01/2017	3,800.33	19405
AUTOState000009	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	05/27/2017	5,793.18	196DP
VADAS004123	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	John	06/06/2017	1,047.42	18068DP
VAPATRO004120	APD	025206-P364 - Patrol, Nebraska State	Closed	Bill Hi	06/29/2017	3,156.00	684DP
VAPATRO004112	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	06/29/2017	6,698.10	271DP
VAAGRIC004116	APD	024778-A262 - Agriculture, Department of	Closed	Pete	06/17/2017	5,633.10	19237
VADAS004110	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	06/07/2017	803.85	18038DP
VADAS004109	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	06/09/2017	588.80	18038DP
VADAS004107	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	03/22/2017	0.00	18249
VADAS004106	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	05/09/2017	1,767.10	17944

VADAS004105	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/12/2017	1,764.60	20242DP
VADAS004108	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/27/2017	0.00	19839NR
VAHHSSV004097	APD	025073-H223 - HHS-Western Nebraska Veterans Home	Closed	Bill Hi	04/17/2017	2,234.96	14442
VAHHSSV004098	APD	025070-H213 - HHS-Veterans Administration	Closed	Pete I	06/29/2017	0.00	16980
VAHHSSV004100	APD	025070-H213 - HHS-Veterans Administration	Closed	Pete I	06/29/2017	4,115.80	18242DP
VAHHSSV004099	APD	025070-H213 - HHS-Veterans Administration	Closed	Pete I	06/29/2017	3,305.55	18241DP
VADAS004096	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	06/09/2017	547.10	17485
VADAS004093	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/16/2017	865.60	18309DP
VADAS004094	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/16/2017	2,607.45	18371DP
VADAS004092	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/07/2017	0.00	18395
VADCS004095	APD	024823-C623 - Correctional Services, Department of	Closed	Pete I	03/29/2017	519.40	20915DP
VADAS004086	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/12/2017	2,449.00	18816
VADAS004085	APD	024919-D214 - DAS-Building Division	Closed	Pete I	06/16/2017	2,296.38	17488DP
VADAS004084	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/16/2017	2,724.91	17427
VAPATRO004079	APD	025206-P364 - Patrol, Nebraska State	Open	Pete I	06/07/2017	3,278.65	208DP
VAHHSSV004081	APD	025022-H245 - HHS-Lincoln Regional Center	Closed	John (	03/21/2017	555.10	20668DP
VADAS004080	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	02/09/2017	807.47	18145
VAHHSSV004077	APD	024992-H213 - HHS - Beatrice State Development Cente	Closed	Pete I	06/16/2017	2,168.05	19375
VADAS004071	APD	024919-D214 - DAS-Building Division	Closed	Pete I	06/16/2017	0.00	15125
VADAS00407S	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	06/13/2017	1,781.50	16290
VADAS004076	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	06/12/2017	1,252.50	19503DP
VADAS004073	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	03/13/2017	1,815.94	19400
VADAS004074	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	04/18/2017	1,590.37	19401DP
VADAS004067	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	06/08/2017	1,807.56	18342DP
VAPATRO004066	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	06/09/2017	619.70	397DP
VAHHSSV004063	APD	024992-H213 - HHS - Beatrice State Development Cente	Closed	Pete I	06/09/2017	1,828.84	16623DP
VADAS004059	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	06/01/2017	6,573.65	18934DP
VAPATRO004056	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	06/02/2017	1,164.00	379DP
VAHHSSV004054	APD	025005-H223 - HHS-Eastern Service Area	Closed	Pete I	05/17/2017	705.30	17752DP
VADAS004053	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	02/27/2017	2,112.71	17884DP
VADCS004048	APD	024823-C623 - Correctional Services, Department of	Closed	Pete I	05/17/2017	1,547.30	17172DP
VADCS004047	APD	024823-C623 - Correctional Services, Department of	Closed	Pete I	05/23/2017	6,119.15	20502DP
VADAS004045	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	04/06/2017	1,030.00	16972DP
VADAS004046	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	04/27/2017	1,339.14	18731DP

VADAS004042	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	04/12/2017	1,881.63	19922DP
VADAS004043	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/08/2017	8,784.44	18171DP
VADAS004041	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/01/2017	834.70	18063DP
VADAS004034	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/08/2017	530.00	18701DP
VADAS004040	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/16/2017	0.00	18181NP
VADAS004036	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/16/2017	0.00	18344DP
VADAS004039	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/16/2017	1,181.30	18180DP
VADAS004037	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/16/2017	0.00	18785NP
VADAS004038	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/16/2017	0.00	16797NP
VADAS004030	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/08/2017	680.00	18274DP
VADAS004032	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	05/11/2017	0.00	18199NR
VADAS004031	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	04/21/2017	886.67	19315DP
VADAS004027	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	05/01/2017	2,000.75	16926DP
VAPATRO004025	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	04/29/2017	5,360.65	28DP
VAPATRO004024	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	04/15/2017	2,892.80	28DP
VAAGRIC004016	APD	024778-A262 - Agriculture, Department of	Closed	Bill Hi	01/12/2017	4,314.40	17600DP
VAPATRO004020	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	04/17/2017	1,340.00	584NR
VADAS004013	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	04/10/2017	500.50	20634DP
VADAS004011	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	03/20/2017	0.00	19558NR
VADAS004002	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	04/06/2017	5,005.71	19945DP
VADAS004001	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	03/29/2017	1,252.16	18851DP
VADAS003999	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	02/02/2017	863.37	18275DP
VADAS003992	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	03/06/2017	1,224.93	20664DP
VADAS003996	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	03/23/2017	1,319.60	17792DP
VADAS003995	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	03/03/2017	860.75	19386NR
VADAS003993	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	02/16/2017	1,119.00	19506DP
VAPATRO003990	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	03/26/2017	1,186.40	176DP
VADAS003988	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	03/08/2017	839.32	19550DP
VADAS003987	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	02/24/2017	2,488.67	18320DP
VADAS003986	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	02/25/2017	1,466.50	17485DP
VADAS003984	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	03/23/2017	1,768.00	20623NR
VADAS003982	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete I	03/15/2017	1,263.85	17970DP
VADAS003981	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	03/20/2017	0.00	19491NR
VAPATRO003979	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete I	02/28/2017	0.00	226NR

VAPATRO003980	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	02/22/2017	1,172.00	342DP
VAMILIT003977	APD	025156-M436 - Military Department	Closed	Pete	03/22/2017	2,402.40	16281DP
VADAS003978	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	03/14/2017	2,659.68	18291DP
VAHHSRL003968	APD	024983-H262 - HHS Regulations & Licensing	Closed	Bill Hi	03/21/2017	4,057.00	16163
VADAS003966	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	03/14/2017	4,051.45	20806DP
VAPATRO003971	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	03/06/2017	0.00	14653NR
VAPATRO003972	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	03/02/2017	798.31	24DP
VADAS003965	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	John	02/22/2017	675.50	18038DP
VAPATRO003962	APD	025206-P364 - Patrol, Nebraska State	Closed	Bill Hi	03/07/2017	1,259.20	637DP
VAPATRO003960	APD	025206-P364 - Patrol, Nebraska State	Closed	Bill Hi	03/02/2017	1,880.82	137DP
VAHHSSV003959	APD	025073-H223 - HHS-Western Nebraska Veterans Home	Closed	Pete	03/06/2017	966.80	20499DP
VAPATRO003953	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	03/03/2017	2,365.88	998DP
VADAS003949	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	02/07/2017	3,747.15	18022DP
VAPATRO003951	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	02/24/2017	4,715.40	282DP
VADAS003947	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	02/17/2017	697.60	18212DP
VAPATRO003950	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	02/20/2017	2,228.90	20357DP
VADAS003941	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	01/31/2017	6.75	20114NP
VADAS003938	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	02/02/2017	1,341.00	16976DP
VADAS003937	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	01/24/2017	13,440.26	18864DPR
VADAS003939	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Bill Hi	02/03/2017	9,270.82	18244NR
VADCS003935	APD	024823-C623 - Correctional Services, Department of	Closed	Pete	01/09/2017	1,542.35	20522DP
VADAS003934	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	02/01/2017	834.50	18291DP
VADAS003929	APD	024962-D236 - DAS-Transportation Services Bureau	Open	Bill Hi	01/26/2017	3,916.83	20671DP
VADAS003926	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	01/25/2017	1,018.65	18103DP
VAPATRO003924	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	01/26/2017	5,130.00	325NP
VAPATRO003920	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	01/18/2017	985.40	205NR
VAPATRO003919	APD	025206-P364 - Patrol, Nebraska State	Closed	Pete	01/07/2017	734.75	122DP
VADAS003915	APD	024919-D214 - DAS-Building Division	Closed	Pete	01/14/2017	14,330.28	18938DP
VADAS003908	APD	024962-D236 - DAS-Transportation Services Bureau	Closed	Pete	01/05/2017	1,112.60	16916DP

NRMA

August 17, 2015

Shereece Dendy
State of Nebraska
Risk Manager-Department of Administrative Services
1526 K Street, Suite 220
Lincoln, NE 68508-2732

Re: State Department: DCS
NRMA Claim #: *3194
DOL: 5-10-15
Loss Location: Tecumseh State Correctional Institution

EXECUTIVE SUMMARY:

DESCRIPTION:
This is a State of Nebraska 1st party property claim. The state agency is DCS. Riot at TSCI broke out resulting damage in housing unit 2 and 3 and the gym.

COVERAGE:
Replacement cost coverage with a $5,000 deductible.
Agency has already paid the $5,000.00 deductible.
Policy dates for all insurance coverage is 7-1-14 to 7-1-15.
Excess Coverage Layer #1 is $800,000.00. Carrier is Princeton Excess & Surplus. $200,000 SIR.
Excess Coverage Layer #2 is $250,000,000.00. Carrier is Lexington Insurance Company

46ZZ0393600B HOUSING UNIT #2 -$11,445,549 Building $960,000 Contents
46ZZ0393700B HOUSING UNIT #3 - $11,445,549 Building $960,000 Contents
46ZZ0394200B EDUC/GYM/FOOD/MAINT -$14,813,648 Building $1,298,000 Contents

COVERAGE ISSUES:
The damaged asphalt in the outdoors exercise areas in housing units 2 & 3 is not covered. Paved surfaces are not covered under the insurance.

DAMAGE:
Housing unit 2 & 3 sustained the most damage. Tile floor, smoke, soot, metal doors, computer equipment, fence, TV's, plastic chairs, tables, HVCA duct work, walls, paint, ceiling grid and tile, light fixtures, electrical outlets, data outlets, electrical outlets, fire alarm, sprinkler system, security system, inmate mattresses, sinks and toilets.

Repairs will be completed in 2 phases. The first phase is the cleaning and the second phase is the repairs to the buildings. Phase 1 has been completed.

	BID	ESTIMATE	PAID
Building Cleaning	$397,000.00	$348,569.26	$348,569.26
HVCA Cleaning	$198,000.00	$198,000.00	
Building Repairs	$667,698.47	$800,000.00	

NEBRASKA RISK MANAGEMENT ASSOCIATION, INC.

100 N. 12TH ST., SUITE 200
P.O. BOX 85210
LINCOLN, NE 68501-5210
402.742.9220 • 800.642.6671 • 402.742.9230 FAX

File			
Alarm	$14,287.40	$14,287.40	$14,287.40
Lift Rental	$1,242.50	$1,242.50	$1,242.50
Security Camera	$22,356.14	$22,356.14	
Glass Repair	$13,618.40	$13,618.40	$4,567.75
Electrician	$24,333.66	$24,333.66	
Fire Sprinkler	$1,400.75	$1,400.75	
HVAC	$36,597.00	$36,597.00	
Extra Expense		$600,000.00	
Contents		$100,000.00	
			$368,666.91
TOTAL	$1,376,534.32	$2,160,405.11	$368,666.91

STATUS:

Building repairs will start 8-24-15. Pro Commercial with the assistance of Catco have been awarded the contract for building repairs. Contracts have been signed with Pro Commercial. Contract with Catco has not been signed yet.

Excess carrier # 1 has tendered their $800,000.00 limit. The state has signed a proof of loss and I have requested the settlement check from the excess carrier.

The excess carrier general adjuster has hired an account to help on the agency extra expense claim. The agency is working directly with the accountant.

If you have any questions, I can be reached at (402) 742-9220.

Sincerely,

John Christensen, AIC
Claims Adjuster

Cc: File

To: Cindy Whiteaker, Claims Director, PSI
Shereece Dendy, State of Nebraska Risk Manager
Jean Cofield, AON Risk Services

From: Pete Eiden, NRMA Claims Manager

First Report

May 5, 2014

Re: NRMA File Nos. :GCMILIT003157 and GCMILIT003158 and others Per Enclosure
Insured :State of Nebraska
Agency :Military Department and Transportation Services Bureau
Date of Loss :July 10, 2014

ENCLOSURE

1. Incident Report filed by North Platte Readiness Center
2. Incident Report filed by McCook Readiness Center
3. Roof Proposal - North Platte
4. Air Conditioner Proposals - North Platte
5. Skylight Proposal - McCook
6. Spreadsheet of Vehicle Damage Claims Paid Previous

ESTIMATE

North Platte Readiness Center	$125,000.00
McCook Readiness Center	125,000.00
Vehicle Claims	50,000.00
TOTAL SUGGESTED ESTIMATE	$300,000.00

CAUSE OF LOSS

Buildings at each of these locations are reported to have been hit by hail on July 10, 2014. Our first notice of damage to the buildings was as noted on the Incident Reports being April 2 and 3, 2015. The vehicle claims were ones that were handled in the McCook NE area in the summer and fall of 2014 as they were timely reported following the hail. It is my understanding that the reason for the delay of reporting on the building damage is that the Military was unaware of any damage to their roof areas until Air Conditioning units were being checked out this spring and then damage was found.

EBRASKA RISK
MANAGEMENT
ASSOCIATION, INC

100 N. 12TH ST., SUITE 200
P.O. BOX 85210
LINCOLN, NE 68501-5210
402.742.9220 • 800.642.6671 • 402.742.9230 FAX

COVERAGE:

All property that is included in the calculations for loss are insured under Princeton Excess and Surplus Lines Policy No. 64-A3-EX-0000006-10 with effective dates of July 1, 2014 to July 1, 2015. The coverage is written on an all risk of physical damage basis with valuations for loss purposes at replacement cost on both real and personal property. There is a limit of coverage at $1,000,000 subject to a $200,000 Self Insured Retention by the State of Nebraska. A $5,000.00 maintenance deductible also applies to the coverage.

The coverage also provides for Auto Physical Damage coverage within the Property policy and that is the basis for including the individual auto claims that were handled under this same date.

Coverage does apply beyond the Princeton coverage layer however I am positive the loss from these locations will not exceed the Princeton coverage and may not exceed the SIR. In line with reporting requirements to report losses that are potentially in excess of 50% of the SIR I am reporting this loss forward.

I have advised the agency being the Military Department that I would not be able to make a firm commitment on repairs until I had a confirmation that this claim would still be accepted due to the extreme late reporting of it being almost 10 months post event. Please confirm whether this will or will not be accepted.

SCOPE OF DAMAGE

Military Readiness Center, North Platte NE

The damage facility is the armory in North Platte NE. I had requested bids for any repairs prior to completing an inspection as thought this may simply be a minor damage claim. Proposals have however been received to replace air conditioning roof top units and also to complete replace the built up roof cover on the facility.

The proposals received to date constitute a loss projected at just under $120,000.00 and I have not inspected to determine if there is damage beyond the roof structure and ac units.

Military Readiness Center, McCook NE

The damage facility here is the armory in McCook NE. The primary damage reported at this location was to skylights. I have now received proposals for Kalwall skylights at a cost of $95,221.00. Again the location has not been inspected so there is potential for other damage including perhaps roof or siding damage depending on the materials they are constructed from.

Vehicle Damages

The spreadsheet of vehicle claims damaged were submitted shortly after the event in July of 2014. All of these units are either from the McCook or near that area so do confirm that damage occurred in that area. The repairs to all of the units were completed in the fall of 2014 and the claims noted are all paid claims and additional documentation can be submitted as may be needed.

DJUSTMENT

I have advised the Military Department representative that this claim would need to be reported to the Excess Carrier for consideration before I could make further commitment on it as it will obviously exceed the level of the State Self Insured Retention. Prior to making inspections now that I have received proposals on the repairs I am forwarding this information to see if you wish to assign an adjuster or if you will be accepting our evaluation and handling going forward.

SUMMARY/GENERAL RECOMMENDATIONS

This loss as you will note was late reported and I ask first if you will accept the loss for consideration. The claim overall appears to be one that definitely will exceed the limit of the underlying SIR. Previously the only reported claims for this date in this area of the State were for a number of auto hail claims reported in McCook and those are included on the spreadsheet attached and additional documentation for them can be provided as needed.

Please review and advise if you will accept this claim and if so whether you will be assigning an adjuster to coordinate the loss with or if you will accept our reporting and advice on the claim.

If you have any questions concerning this report or the loss in general please contact me at either pete@nirma.info or call me at 402-742-9220 ext 105.

TO BE DONE

1. Inspect the loss locations and provide further documentation of damages.
2. Submit proposed repairs for the locations.
3. Future report by June 5, 2015.

Peter E. Eiden

Peter E. Eiden, AIC
NRMA Claims Manager

PE:pe

DAS-RISK MANAGEMENT INCIDENT REPORT

TYPE OF INCIDENT (Check one)
__X__ Property Damage
_____ Personal Injury
_____ Theft or Missing Property
_____ Other
Specify ____________________

Date of Report 3 April 2015
Prepared by SSG Chris Reitz
POLICE REPORT FILED? _____ Yes __X__ No
IF Yes:
Police Agency Report Filed With ____________
Date Police Report Filed ____________
Police Report Case # ____________

LOCATION of INCIDENT (be specific): North Platte RC, 1700 N. Jeffers, North Platte, NE 69101
DATE OF INCIDENT 10 July 2014
TIME OF INCIDENT 1700 _____ AM __X__ PM

NAME OF REPORTING PERSON: [redacted]
ADDRESS OF REPORTING PERSON: [redacted]

PHONE NUMBER OF REPORTING PERSON: [redacted]
STATE EMPLOYEE? _____ Yes __X__ No
If Yes: Agency Name and Location: ____________

FOR PERSONAL INJURY, NAME OF INJURED: ____________
ADDRESS OF INJURED: ____________

PHONE NUMBER OF INJURED PERSON: ____________
STATE EMPLOYEE? _____ Yes _____ No
If Yes: Agency Name and Location: ____________
If Yes: Did injury occur during work hours? _____ Yes _____ No

FOR PERSONAL INJURY, NAME OF INJURED: ____________
ADDRESS OF INJURED: ____________

PHONE NUMBER OF INJURED PERSON: ____________
STATE EMPLOYEE? _____ Yes _____ No
If Yes: Agency Name and Location: ____________
If Yes: Did injury occur during work hours? _____ Yes _____ No

NAME OF WITNESS: ____________
ADDRESS OF WITNESS: ____________

PHONE NUMBER OF WITNESS: ____________
STATE EMPLOYEE? _____ Yes _____ No
If Yes: Agency Name and Location: ____________

DESCRIPTION OF PROPERTY OR INJURY: Major damage to HVAC units on roof of armory, damage to armory roof

NARRATIVE OF INCIDENT OR CIRCUMSTANCES SURROUNDING INJURY:
(Include weather conditions and other contributing factors - ex: 35 degrees, ice on sidewalk, etc.)
Severe thunderstorm with large hail, approx. 1 3/4" diameter caused damage to the roof of the North Platte RC. Also damaged are 4 HVAC units that are roof mounted. Damage caused 2 units to quit working completely

NOTE: THIS REPORT IS NOT A CLAIM. INDIVIDUALS WISHING TO FILE A CLAIM MUST COMPLETE A CLAIM FOR INJURY OR DAMAGE FORM

DAS-RISK MANAGEMENT INCIDENT REPO

TYPE OF INCIDENT (Check one)
__X__ Property Damage
_____ Personal Injury
_____ Theft or Missing Property
_____ Other
Specify ____________________

Date of Report 201508-02
Prepared by SSG ZEER
POLICE REPORT FILED? _____ Yes __✓__ No
IF Yes:
Police Agency Report Filed With ____________
Date Police Report Filed ____________
Police Report Case # ____________

LOCATION of INCIDENT (be specific): McCOOK, NE READINESS CENTER
DATE OF INCIDENT 10 JULY 2014
TIME OF INCIDENT 1930 ____ AM __X__ PM

NAME OF REPORTING PERSON: [redacted]
ADDRESS OF REPORTING PERSON: [redacted]

PHONE NUMBER OF REPORTING PERSON: [redacted]
STATE EMPLOYEE? _____ Yes __✓__ No
If Yes: Agency Name and Location: ____________

FOR PERSONAL INJURY, NAME OF INJURED: N/A
ADDRESS OF INJURED: ____________

PHONE NUMBER OF INJURED PERSON: N/A
STATE EMPLOYEE? _____ Yes _____ No
If Yes: Agency Name and Location: ____________
If Yes: Did injury occur during work hours? _____ Yes _____ No

FOR PERSONAL INJURY, NAME OF INJURED: N/A
ADDRESS OF INJURED: ____________

PHONE NUMBER OF INJURED PERSON: ____________
STATE EMPLOYEE? _____ Yes _____ No
If Yes: Agency Name and Location: ____________
If Yes: Did injury occur during work hours? _____ Yes _____ No

NAME OF WITNESS: SSG DEREK J. HARRIS
ADDRESS OF WITNESS: ____________

PHONE NUMBER OF WITNESS: ____________
STATE EMPLOYEE? _____ Yes __✓__ No
If Yes: Agency Name and Location: ____________

DESCRIPTION OF PROPERTY OR INJURY: PROPERTY DAMAGE. BOTH SKY LIGHTS RECEIVED DAMAGE

NARRATIVE OF INCIDENT OR CIRCUMSTANCES SURROUNDING INJURY:
(Include weather conditions and other contributing factors - ex: 35 degrees, ice on sidewalk, etc.)

McCOOK GAZETTE THE LOCAL NEWS PAPER REPORTS 1.75 INCH DIAMETER HAILSTONES. ~~X~~ THIS STORM CAUSED DAMAGE TO SOLDIER VEHICLE WHILE THEY WERE AT 2014 ANNUAL TRAINING (06-20 JULY 2014) AT THE McCOOK ARMORY BOTH SKY LIGHTS RECEIVED DAMAGE, and the overhang BY THE LOADING DOCK RECEIVED DAMAGE

NOTE: THIS REPORT IS NOT A CLAIM. INDIVIDUALS WISHING TO FILE A CLAIM MUST COMPLETE A CLAIM FOR INJURY OR DAMAGE FORM

Page 1 of 1 pages

Proposal

Nebraska Branch Offices:

509 S. 9th Ave.
Broken Bow, NE 68822
(308) 872-6191

RR 1, Box 58
McCook, Nebraska 69001
(308) 345-6670
FAX (308) 345-4389

Weathercraft Companies

Roofing, Sheet Metal, Siding & Overhead Door Contractors
2401 East 8th Street
North Platte, Nebraska 69101
Business Phone: (308) 534-3480
Toll Free: (800) 662-2981
Fax: (308) 532-4625

Branch Offices:

115 South Clayton, Box 295
Brush, Colorado 80723
(970) 842-4311
FAX (970) 842-0708

312 Antelope Dr.
Chamberlain, SD 57325
(605) 234-7663

Proposal Submitted to: **North Platte National Guard**
Phone: **308-284-2168**
Date: **4/16/2015**
Street: **1700 N Jeffers St.**
Job Name: **Roof Replacement**
City, State and Zip Code: **North Platte, NE 69101**
Job Location: **same**
Architect:
Date of Plans:
Salesman: **Brett Schoenholz**
Job Phone:

We hereby submit specifications and estimates for:

Modified Built-Up-Roof:

Remove all loose granulars from roof area and prepare roof for insulation.

Install 1/2" High Density Iso Guard cover board to existing roof system with twin pack adhesive 12" OC.

Install new Modified Built-Up-Roof system over insulation with a cold ply adhesive system.

Install all new wall flashings and flash in all penetrations per specifications.

Install new edge metal and cap metal per specifications.

Total Cost: $105,930

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

dollars ($ 105,930)

Payment to be made as follows:

Due upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature Brett Schoenholz
Brett Schoenholz

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature ____________________

Date of Acceptance: ____________________

Signature ____________________

Eiden, Pete

From: Verzal, Deanna <deanna.verzal@nebraska.gov>
Sent: Monday, April 06, 2015 6:34 AM
To: Eiden, Pete
Subject: FW: estimate for North Platte
Attachments: 150403-hail damage HVAC.pdf

See attached for the hail damage to the A/C units at our North Platte RC, 1700 North Jeffers St, North Platte, NE.

I have requested a second estimate through our maintenance personnel.

Thanks.

Deanna Verzal
Procurement Manager
State of Nebraska Military Dept
Joint Force Headquarters
2433 NW 24th St
Lincoln, NE 68524
402-309-8121
deanna.verzal@nebraska.gov
deanna.l.verzal.nfg@mail.mil

From: Verzal, Deanna L NFG NG (US) [deanna.l.verzal.nfg@mail.mil]
Sent: Monday, April 06, 2015 6:16 AM
To: Verzal, Deanna
Subject: FW: estimate for North Platte

-----Original Message-----
From: Webb, Richard D NFG NG NEARNG (US)
Sent: Friday, April 03, 2015 1:56 PM
To: Verzal, Deanna L NFG NG (US)
Subject: estimate for North Platte

Attached find a copy of the estimate for HVAC work.

**AJ HEATING
AIR CONDITIONING
SHEET METAL**

910 East 8th Street
P.O. Box 888
North Platte, NE 69103

(308)532-1500
Fax: (308)532-9428

PROPOSAL

TO: ARMY NATIONAL GUARD
1700 NORTH JEFFERS ST.
NORTH PLATTE, NE 69101

PHONE	DATE 4-3-2015
JOB NAME/LOCATION REPLACE 4 CARRIER ROOF TOP UNITS	
JOB NUMBER	FAX

We hereby submit specifications and estimates to:

REMOVE 4 UNITS AND REPLACE WITH 4 NEW CARRIER 48TCEA04A2A3-OAOAO UNITS WITH A CRANE SERVICE FROM THE SOUTH SIDE OF THE BUILDING. THIS IS THE SAME PROCEDURE WE USED WHEN WE ORIGINALY INSTALLED THE ONES WE ARE REPLACING. THE NEW UNITS HAVE A HIGHER COOLING EFFICIENCY, EQUAL HEATING AND COOLING CAPCITY, AND CONDENSER HAIL GUARDS. NO SALES TAX IS INCLUDED WE ASSUME WE CAN GET AN EXEMPTION FORM FROM YOU. THE PRICE INCLUDES; CRANE SERVICE, RIGGING, LABOR, ELECTRICAL WORK, GAS PIPING, PERMITS, FREIGHT, OLD UNIT DISPOSAL AND FREON RELAIM FROM OLD UNITS.

NEW UNIT WARRANTY; 1 YEAR ALL PARTS AND LABOR. 5 YEARS COMPRESSOR AND HEAT EXCHANGER PARTS WARRANTY

THESE UNITS ARE IN STOCK FOR IMEDIATE DELIVERY AND PRICING IS LIMITED TO CURRENT INVENTORY.

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

THIRTEEN THOUSAND FOUR HUNDRED FIFTY&NO/100------------ 13,450.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal –
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature ______________________

Date of Acceptance: ______________________

Proposal

SNELL SERVICES, INC.
2220 West Front Street - P.O. Box 629
North Platte, NE 69103-0629
PH: (308) 532-6870 Fax: (308) 532-1040

PROPOSAL SUBMITTED TO North Platte Guard Armory	**ATTN** Sean Beckman	**PHONE** 308-535-8008	**DATE** April 12, 2015
ADDRESS 1700 N Jeffers st		**JOB NAME** Readiness Center	
CITY, STATE AND ZIP CODE North Platte, NE 69101		**JOB LOCATION** North Platte	
ARCHITECT	**DATE OF PLANS**		**JOB PHONE**

We hereby submit specifications and estimates for:

We propose to furnish material and labor to install the following

4 Carrier RTU Model #48TCEA04A2A3-0A0A0 Includes crane rental, hail guards, economizers, and recovery of refrigerant and disposal of existing

Complete For
$16,854.00

Electrical by others

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be as follows:
30 days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature CJ Lynes

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature ______________________

Signature ______________________

Date of Acceptance: ______________________

Proposal

Knobel Refrigeration Inc.
2420 West Front Street. P.O. Box 1328
North Platte, Nebraska 69103
Phone: (308) 532-2993 Fax: (308) 534-6493

KNOBEL
REFRIGERATION
North Platte, NE

Proposal Submitted To	**Phone**
Nebraska Army National Guard	402-326-2361
Street	**Job Name**
1700 N. Jeffers St.	Rooftop unit replacement
City State and Zip Code	**Job Location**
North Platte, NE. 69101	
We hereby submit specifications and estimates for:	Installation of new replacement units

We will install four new Carrier rooftop units. These units will be exact replacements for the existing units which have economizers. The new units will also include hail guards to protect the condensing coils. A crane will be brought in to remove and set the units.

We propose hereby to furnish material and Labor – complete in accordance with above specifications.

$15,750.00

Payment to be made as follows: **upon completion.**

Note: This proposal assumes we can bring a crane in on the property south of the building. If problems arise other arrangements will need to be made. We will not be responsible for weather related delays. It may be possible to reuse the economizers from the existing equipment to reduce the cost of the installation. If you would like to explore this option, give me a call and we can look into it for you.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature ____________

Date: 4-9-15

Note: This proposal may be withdrawn by us if not accepted within 30 **days.**

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payments will be made as specified.

Date of Acceptance: ____________

Signature: ____________

Signature: ____________

Knobel Refrigeration Inc.
2420 W. Front St., North Platte, NE. 69101, 308-532-2993
knobelrefrigeration.com, Fax 308-534-6493

Nebraska Army National Guard
1700 N. Jeffers St.
North Platte, NE. 69101

To whom it may concern,
Upon a visual inspection of the exhaust system in the truck repair building, I decided the system needs to have a service call done on it to see what the current status is on the equipment. The specifications on the blue print show the system needs to run at 3.5 inches of water column to produce 7000 cfm. I will need to get motor amps, fan rpm, and static pressure readings to determine the actual performance of the equipment. I also need to inspect dampers and other controls to see if they are working properly. From there I can give you an estimate of what we need to bring the system up to specs.
Our service call rate is $82.00 per hour and I'm estimating this procedure to take about two hours.

Thanks
Brian Drenkow
Knobel Refrigeration Inc.

SpecPro Inc.

BID - PURCHASE AGREEMENT

Subject: McCook Readiness Center
McCook, NE

The following is bid for your review. Signed acceptance below verifies it as a Purchase Agreement between **SpecPro, Inc.** and **National Guard Military Department** for furnishing installed materials by **Kalwall** as follows:
To furnish and install Kalwall 2 ¾" replacement translucent panel system for: (2) Kalwall self-supported ridge roof skylights 48'-0 ¼"x 9'-3 5/8" with end walls and 50'-1 ¾"x 9'-11 7/8" with end walls. New materials will not match existing due to weathering. Excludes: interior battens, sill flashing, and curb cap as they incurred no hail damage. Translucent panels to have: .070" super-weathering Crystal exterior faces, .045" White Type 25 interior faces, standard 12" x 24" Shoji grid pattern, .23 U-Factor.

BASE BID – MATERIAL INSTALLED excluding tax --$95,221.00

Note: SpecPro, Inc. is a merit shop. For safety reasons all removed materials are the property of SpecPro Inc. Installation is based on continuous progress after start.

DESCRIPTIONS AND CONDITIONS HEREIN CONSTITUTE THE COMPLETE AND ONLY AGREEMENT BETWEEN THE BUYER AND SELLER AND IS BINDING UPON SIGNED ACCEPTANCE BELOW.

Specifications:	Seller shall provide materials and installation described above per published supplier and/or industry specifications.
Work Stoppages:	Any interruption to the work that is not a natural disaster, seller or supplier caused, requiring removal of sellers personnel and/or equipment will add to the sale amount $1,500.00 per each return trip to the job.
Supplier Limitations:	The sale amount is contingent on buyer accepting delivery of materials upon arrival at the job which must be shipped by the supplier before December 1st, 2015 or be subject to price escalations.
Delays:	Natural disaster, transportation, off-site labor dispute or similar interruptions, should any occur and delay performance, will not be sellers or suppliers liability.
Product/Project Items:	All work on project to be completed during our normal business hours.
Cleaning:	Seller will dry wipe suppliers product at time of installation. Subsequent cleaning or cleaning of other surfaces is not included.
Payment Terms:	Balance due within 30 days following receipt of invoice. No Retainage.
Acceptance:	This agreement may be voided by seller 30 days from submitted date if not accepted.

SpecPro, Inc.

By Gary L. Martin Jr., Chief Inspector
May 1, 2015
SUBMITTED DATE

SIGNATURE

PRINTED NAME & TITLE

DATE

1110 Applewood Dr. Papillion, NE 68046 (402) 597-8870 Fax (402) 934-8870 garyjr@specproinc.com

Claim Number	Claimant Last Name	Claimant First Name	Event Date	Claim Status	Claim Type	File Number	PAID	Department
VADAS002827	State of Nebraska – McCook –		7/10/2014	RC - Reopened, Closed	APD - Auto Property Damage	17328DP	4162.00	DASTSB - DAS-Transportation
VADAS002843	State of Nebraska "		7/10/2014	RC - Reopened, Closed	APD - Auto Property Damage	18904DP	6419.90	DASTSB - DAS-Transportation
VADAS002845	State of Nebraska "		7/10/2014	C - Closed	APD - Auto Property Damage	15515DP	4489.85	DASTSB - DAS-Transportation
VADAS002866	State of Nebraska – Brady –		7/10/2014	C - Closed	APD - Auto Property Damage	16977DP	2225.40	DASTSB - DAS-Transportation
VADAS002867	State of Nebraska – McCook –		7/10/2014	R - Reopened	APD - Auto Property Damage	17973DP	4253.16	DASTSB - DAS-Transportation
VADAS002894	State of Nebraska "		7/10/2014	C - Closed	APD - Auto Property Damage	16313DP	3603.52	DASTSB - DAS-Transportation
VADAS002895	State of Nebraska "		7/10/2014	C - Closed	APD - Auto Property Damage	16924DP	4280.35	DASTSB - DAS-Transportation
VADAS002896	State of Nebraska "	TSB	7/10/2014	C - Closed	APD - Auto Property Damage	16310DP	4150.09	DASTSB - DAS-Transportation
VADAS002897	State of Nebraska "		7/10/2014	C - Closed	APD - Auto Property Damage	17440DP	2837.55	DASTSB - DAS-Transportation
VADAS002898	State of Nebraska "		7/10/2014	C - Closed	APD - Auto Property Damage	17792DP	4217.71	DASTSB - DAS-Transportation
VADAS002899	State of Nebraska "		7/10/2014	C - Closed	APD - Auto Property Damage	17930DP	3223.00	DASTSB - DAS-Transportation
VADAS002900	State of Nebraska "		7/10/2014	C - Closed	APD - Auto Property Damage	17934DP	3144.33	DASTSB - DAS-Transportation
GCMILIT003157	State of Nebraska		7/10/2014	O - Open	BC - Building & Contents		Pending	MILIT - Military Department
GCMILIT003158	State of Nebraska		7/10/2014	O - Open	BC - Building & Contents		Pending	MILIT - Military Department

TOTAL = #47,006.80

Note

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         0·0000 *

    4,162·0000 +
    6,419·9000 +
    4,489·8500 +
    2,225·4000 +
    4,253·1600 +
    3,603·5200 +
    4,280·3500 +
    4,150·0900 +
    2,837·5500 +
    4,217·7100 +
    3,223·0000 +
    3,144·3300 +
   47,006·8600 *
```

NRMA

To: Cindy Whiteaker, Claims Director, PSI
Shereece Dendy, State of Nebraska Risk Manager
Jean Cofield, AON Risk Services

From: Pete Eiden, NRMA Claims Manager

First Report

May 14, 2014

Re: **NRMA File Nos.** :GCNETC003166
Insured :State of Nebraska
Agency :Nebraska Educational Telecommunications
Date of Loss :April 10, 2015

ENCLOSURE

1. Loss Projections from NETC
2. Photo of Damaged DTV Antenna on Ground at Angora NE
3. Photo of Tower
4. Coverage Schedule
5. Sioux Falls Tower Initial Inspection
6. Referral Letter to Engineer for Cause and Origin Determination – April 20, 2015
7. Engineers Initial Review and Opinion from Documents as Provided
8. Examination Protocol to Examine Failed Antenna
9. Site Visit Report by John Thomazin, REDI Engineering from April 22, 2015
10. Site Visit Report by John Thomazin, REDI Engineering from May 1, 2015
11. Subrogation Notice Letter

ESTIMATE

DTV Antenna Replacement	$360,000.00
Expert Opinion and Reporting	25,000.00
TOTAL SUGGESTED ESTIMATE	$385,000.00

CAUSE OF LOSS

Loss was reported the morning of April 10, 2015, by Roxanne McIntyre the Network Controller for NETC. She advised that on the morning of April 9, 2015, at approximately 7:00 a.m. it was noticed that the antenna located at Angora NE first lost power. An employee went to the site and determined that the DTV Antenna had fallen from the tower.

There were no noted strong winds, lightning or any other weather type forces that would appear to have been a factor in this Antenna falling from the top of the 1500 foot tower located at Angora.

NEBRASKA RISK
MANAGEMENT
ASSOCIATION, INC.

100 N. 12TH ST., SUITE 200
P.O. BOX 85210
LINCOLN, NE 68501-5210
402.742.9220 • 800.642.6671 • 402.742.9230 FAX

An engineer by the name of John Thomazin with REDI Engineering Inc. out of Columbus NE has been retained to complete an evaluation and determination on the Cause and Origin of loss. He has been to the site on two occasions already and his reports on those visits are attached. The first was a visit with NETC employees only and the second was with the manufacturer of the Antenna ERI who has been put on notice due to possible defects with the Antenna that may have contributed to its breaking loose and fall from the tower.

The initial impression by Mr. Thomazin is that there may some manufacturing or design flaw in the Antenna itself or perhaps in the install of it to the tower that caused it to break loose and fall. The top plate that attached the Antenna to the top of the tower and the bottom portion of the Antenna itself have been secured per the notes in the attached reporting from the engineer. These will be sent to a testing laboratory ESI Design in Omaha NE for fracture critical testing to see if there are manufacturing or design issues. All materials are being preserved for potential litigation if needed and this has been strongly reinforced with Mr. Thomazin. In step with that potential the Attorney General's Office with the State of Nebraska has also been advised and is working with us to be sure the proper chain of custody is being maintained.

COVERAGE:

All property included in the calculations for loss are ones insured under Princeton Excess and Surplus Lines Policy No. 64-A3-EX-0000006-10 with effective dates of July 1, 2014 to July 1, 2015. The coverage is written on an all risk of physical damage basis with valuations for loss purposes at replacement cost on both real and personal property. There is a limit of coverage at $1,000,000 subject to a $200,000 Self Insured Retention by the State of Nebraska. The policy has a $5,000.00 maintenance deductible which applies to the coverage.

The specific tower was included on the Schedule of Coverage for the State of Nebraska with a coverage limit of $5,562,316.00. The Antenna would be included within this amount of coverage.

The Property Coverage does have an exclusion contained in the Section II Exclusions that may apply to this loss. That is exclusion 13 with respect to faulty, inadequate or defective "b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction unless fire or explosion ensues and then only for direct loss physical or damage caused by such fire or explosion." It is quite apparent that no weather related issue has caused this loss and the very probable cause may be a design or workmanship issue in which case as I read the exclusion there would be no coverage under the contract.

SCOPE OF DAMAGE

The item damaged is the 19,100 lb. DTV Antenna located at Angora NE. This is an antenna used to feed the educational television content to the western portions of Nebraska. These are manufactured units specific to need and therefore not an item that is available immediately to replace The unit that fell is totally not repairable. It is likely we are looking at from a three month to five month period to have a replacement built.

A temporary antenna has been located and installed as a side mount on the tower for the time being so broadcasting is back on line for the Public Broadcast station. You will note in the projections from the State Agency that they include costs for the rental of the temporary antenna with the projections being for a three month period of time.

ADJUSTMENT

I am working with NETC and the Engineer to determine that Cause and Origin of Loss. During the period this is being determined I am also working with the agency to make a determination of the total costs for the damages. Currently we have only the projections as noted and they are in line with what I had discussed with the agency in my first meeting with them on the afternoon of April 16, 2015.

SUBROGATION

It was my opinion that even if we do not have any coverage for this loss that there are definite subrogation possibilities and based on that I had secured the approval of the State Risk Management Office to proceed with retaining an expert to protect the interests of the State and the respective agency being NETC. I have put the potential responsible parties that I am aware of to date on notice and have given them the opportunity to be involved in their own inspections of the property. It is my understanding from the Engineer John Thomazin that they have been cooperative in the inspections and agreement of testing to be done.

Once determination as to Cause of Loss is made further determinations can be made with respect to proceeding with subrogation whether under the Insurance Coverage contract or separately by the State of Nebraska.

SUMMARY/GENERAL RECOMMENDATIONS

This claim has been inspected and evaluation with respect to Cause and Origin of Loss is still in progress. It is my opinion that until such time as an actual Cause can be determined we will be unable to fully make a decision with respect to coverage. There are obvious potential exclusions that apply if it is determined this strictly a manufacturing, design or installation defect that caused the tower to fall.

During the period we are determining Cause, I will continue to work with the Agency to firm up costs for purchase and install of a replacement DTV Antenna. Projections will be updated as costs are more accurately obtained.

If you have any questions concerning this report or the loss in general please contact me at either pete@nirma.info or call me at 402-742-9220 ext 105.

TO BE DONE

1. Continue to work with Engineer John Thomazin to determine a Cause and Origin of Loss.
2. Evaluate coverege once a Cause determination is rendered.
3. Update the costs of loss as they become available.
4. Future report by July 17, 2015.

Peter E. Eiden

Peter E. Eiden, AIC
NRMA Claims Manager

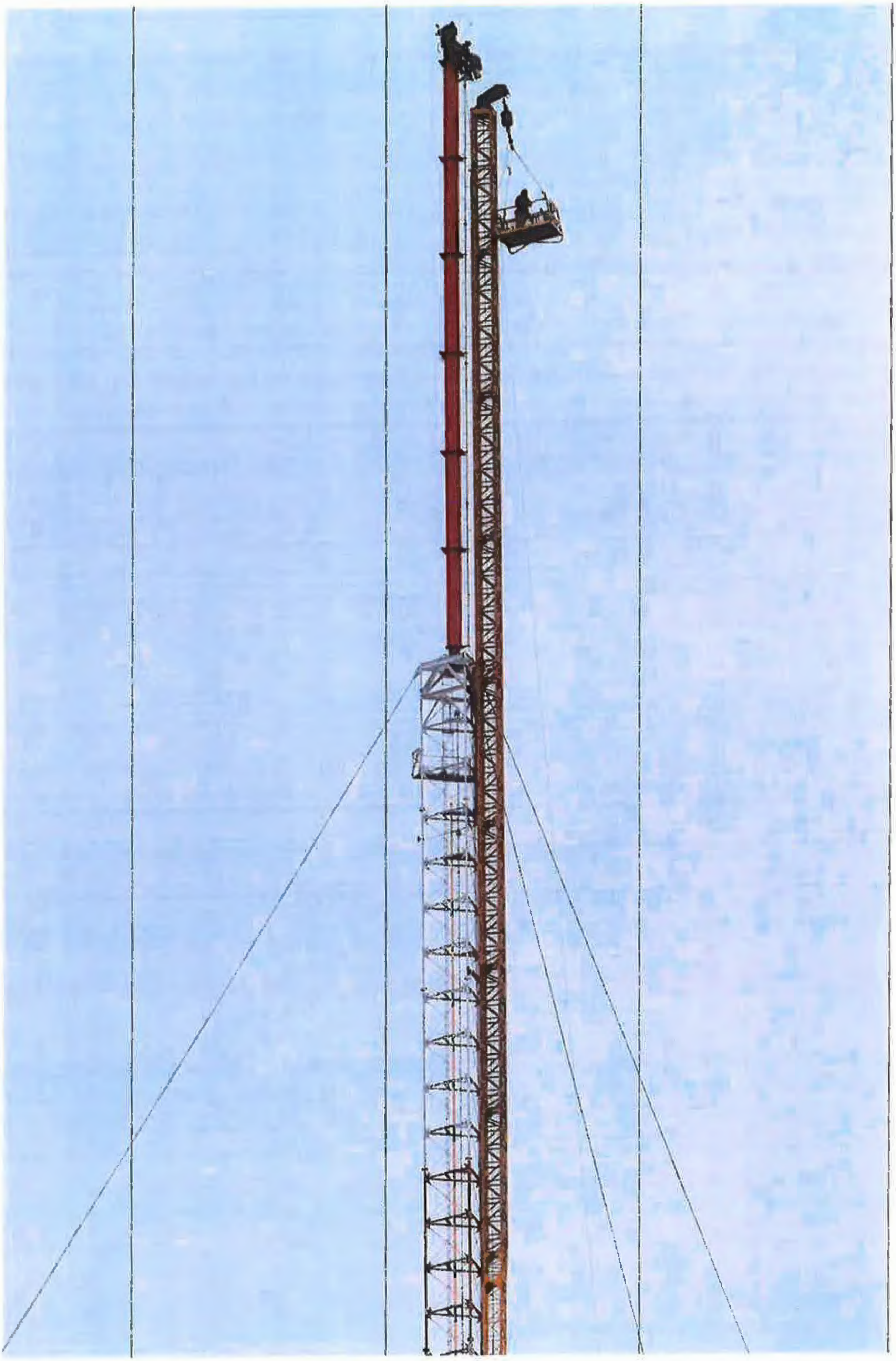
PE:pe

Nebraska Educational Telecommunications Commission
KTNE Antenna Loss
April 2015

For discussion only - 4-16-15

Temporary		
	First month's set-up & rental	6,000.00
	Subsequent months rental (3)	8,100.00
	Install	20,000.00
		34,100.00
Tower Repair		
	Retentioning	20,000.00
Replacement		
	Antenna	240,000.00
	Install	60,000.00
		300,000.00
		354,100.00

Any other costs to add?
Fence damage?



NETC Insurance Values by Location
Estimated fy FY2015

Bldg id		Location	Purch Cost	Replacement Tower Cost	Estimated Surpluse s FY14	Estimated Surplusses FY15	Back-up Part Transmitter (Until Surplussed)	FY15 Purchases	Total
3 Total	Rural	Atlanta, NE	1,297,033	1,880,184					3,177,217
7 Total	Rural	Bassett, NE	1,508,068	4,014,119				140,000	5,662,187
9 Total	Rural	Sutherland, NE	1,396,905	1,880,184					3,277,089
12 Total	Rural	Merriman, NE	1,613,307	1,880,184					3,493,491
13 Total	Rural	Bridgeport, NE - see next page for detail	1,548,198	4,014,119					5,562,316
19 Total	Rural	Carroll, NE	1,595,887	1,880,184				100,000	3,576,071
26 Total	Omaha, NE - UNO	6800 Dodge, Omaha, NE 68132	945,284	1,605,648					2,550,932
29 Total	Rural	Aurora, NE	1,405,554	1,880,184				140,000	3,425,738
36 Total	Rural	Ashland, NE	1,567,408	1,880,184			-437,444		3,010,148
41 Total	Headquarters	1800 N 33rd St, Lincoln, NE 68501	16,974,942		-255,698	-928,585		504,704	16,297,363
3801 Total	Rural	Falls City, NE	165,781	346,820					512,601
3802 Total	Rural	Pawnee City, NE	74,066	346,820					420,885
3803 Total	Rural	Beatrice, NE	97,738	346,820					444,558
3805 Total	Rural	Culbertson, NE	113,361						113,361
3806 Total	Rural	Trenton, NE	2,199						2,199
3808 Total	Rural	Benkelman, NE	97,797						97,797
3809 Total	Rural	Wauneta, NE	25,713						25,713
3810 Total	Rural	Crawford, NE	21,425						21,425
3811 Total	Rural	Chadron, NE	163,698	346,820					510.518
3812 Total	Rural	Neligh, NE	43,974						43,974
3813 Total	Rural	Verdigre, NE	21,425						21,425
3814 Total	Rural	Niobrara, NE	43,318						43,318
3815 Total	Rural	Decatur, NE	28,823						28,823
3816 Total	Blair	Blair, NE (Near public works reservoir)	35,798						35,798
3817 Total	Rural	Harrison, NE	37,840						37,840
3818 Total	Rural	Hallam, NE	428,151						428,151
4001 Total	Chadron State College	1000 Main Street, Chadron, NE 69337	5,160						5,160
4006 Total	Central Tech Community College	4500 63rd Street, Columbus, NE 68602	21,795						21,795
4007 Total	Central Tech Community College	3134 West Highway 34, Grand Island, 68802	6,168						6,168
4014 Total	University of Nebraska - Kearney	905 West 25th Street, Kearney, NE 68849	6,168						6,168
4024 Total	Wayne State College	1111 Main Street, Wayne, NE 68787	19,370						19,370
4029 Total	State Capitol Building	State Capitol Building	17,566						17,566
4032 Total	McCook Community College	McCook, NE	6,168						6,168
4037 Total	Nebraska Hall	UNL Campus, Lincoln, NE	26,388						26,388
4040 Total	Old Father Hall - UNL	Lincoln, NE - City Campus	60,817						60,817
4046 Total	Rural	Broken Bow, NE	59,397						59,397
			31,483,685	22,302,269	-255,698	-928,585	-437,444	884,704	54,05[illegible]
									53,060,930
								Contents ($0.043)	$22,811.90

[illegible] total as
per the [illegible] Schedules
([illegible] total [illegible] considered, but
the [illegible] somehow
got [illegible])

Sioux Falls Tower

JOB TICKETS

Maintenance Job Ticket

Ticket Issued: 04/13/2015

Job Accepted: N/A

Work Started: 04/01/2015

Work Completed: 04/11/2015

Ticket Closed: 04/15/2015

Job Number: 150336

Site Name: Angora

Site Location: 41.840833 °W -103.055556 °N

Work Completed: Tower was approved safe to climb through the video captured by the drone as well as a visual check of the anchors and guy wires. Tower was climbed by crew to have pictures taken and to have the suspected area at the top inspected. The hard line was closed off with a 6" pvc cap and sealed with silicone to ensure the hard line will be weather proofed until repairs can be made. The lighting system junction box was sealed off with electrical tape and butyl tape.

Specialty Items: No Specialty Items

Materials Used:

1	6" pvc cap
1 tube	water proof adhesive
1	caulking gun
2 rolls	butyl tape
2 rolls	black electrical tape

Completed By: Tyler Birdwell

Sioux Falls Tower
& Communications
Quality Integrity Experience
2224 E. 39th Street N. Sioux Falls, SD 57104-5109 (605) 331-6972
www.siouxfallstower.com

TOWER PLUMB AND TENSION REPORT

Site Owner: Nebraska ETV	Manufacturer: Stainless
Site Number: FCC 1029931	Manufacturer's Tower ID:
Site Name: Angora, NE	Guyed: X | Self Support: | Monopole:
GPS Latitude: 41 50 23.8 N	Elevation – top of steel: 1380'
GPS Longitude: -103 03 18.8 W	Elevation - uppermost antenna or lightning rod:
Date: 11-15-12	Tower face dimension | Base: 8' | Top of taper: 8'
Personnel: TB, DH, JM	Tower leg | Type: Round Rod | Size: 5-3/4"

TOWER PLUMB

	AS FOUND						ADJUSTED TO					
	Transit 1			Transit 2			Transit 1			Transit 2		
Level	Left	0	Right	Left	0	Right	Left	0	Right	Left	0	Right
1			1"		X							
2			2"		X							
3			2"		X							
4			2.5"	2.5"								
5			4"	2.5"								
6			5"	3.5"								
7			5"	4"								
8												
9												

Wind speed: 10 mph | Wind Direction: NW | Temperature: 60 F

Azimuth from tower to TRANSIT 1: West | Azimuth from tower to TRANSIT 2: Right

GUY DATA

Level	Height	Size	Type	Tension As Found	Tension Adjusted To	Target Tension
1						
2						
3						
4						
5						
6						
7						
8						
9						

Distance from tower base to Anchor:	Inner:		Middle:		Outer:	
List guy levels attached to Anchor:	Inner:		Middle:		Outer:	

Was the tower found to be within acceptable limits for plumb per TIA 222-G?	Yes		No	
Were the guy tensions found to be within acceptable limits per the Manufacturer's specifications?	Yes		No	
Were the tower plumb and guy tensions adjusted to proper specifications?	Yes		No	

COMMENTS

Item #	Location	Problem	Cause

NRMA

April 20, 2015

John Thomazin, P.E.
REDI Engineering, Inc.
1415 17th Street, Suite 5
Columbus NE 68601

Dear Mr. Thomazin,

RE : NIRMA Claim No. :GCNETC003166
Occurrence Date .April 10, 2015 (Date of Discovery)
Type Claim Antenna broke away from top of tower

NRMA is the Third Party Administrator that handles Property claims for the State of Nebraska under the Insurance Fund Program for that coverage. I am the individual handling this claim. This is a formal letter of referral requesting your services to be provided to the State of Nebraska.

Per our previous telephone conversations, I have been authorized by State Interim Risk Manager, Bo Botelho to retain your services to assist in the handling of this claim. You will report directly to my attention and I will then report forward to other State entities as needed. I will be giving you information pertaining to a direct contact at the Nebraska Educational Telecommunications that you may also contact for any detail you may require from them to make your analysis and findings pertaining to this damage claim. I will also be responsible for payment of your services so when you have compiled your invoice please provide directly to me.

The request is for you to first, determine a "cause and origin" of loss for this event. I need this to establish whether this is an insurance fund claim for which coverage exists and for which I can extend payment on the damages or if it is simply one where the agency being, NETC will need to appropriate funds to pay for repairs through a budget process. The second portion of this request, is that you prepare a thorough report and analysis of what you see as the "cause" of this loss for possible subrogation purposes. NETC personnel are of the opinion that this loss may be the result of either design flaw by the original manufacturer, Electronic Research, Inc. or an installation failure by Tower King the installer of the antenna. If it is established that one of these entities does have a potential claim that can be successfully be brought against them we may also require your assistance to testify should the State of Nebraska have to take them to court to recover for this loss.

There may be additional items that as we go forward will be required but those are the basics of the request for your services.

EBRASKA RISK
MANAGEMENT
ASSOCIATION, INC.

100 N. 12TH ST., SUITE 200
P.O. BOX 85210
LINCOLN, NE 68501-5210
402.742.9220 • 800 642.6671 • 402.742.9230 FAX

I look forward to working with you and if there is anything I can do to assist in your analysis and evaluation of this loss, I stand ready to provide that assistance wherever possible. The contact at NETC if you need additional information from that agency is, Roxanne McIntyre, Network Comptroller and she can be reached at 402-470-6314.

Any questions please give me a call at 402-742-9220 to discuss.

Thank you.

Sincerely,

Peter E. Eiden

Peter E. Eiden, AIC
NRMA Claim Manager

REDI
ENGINEERING, INC
KNOWLEDGE SOLUTIONS EMPOWERMENT

1415 17TH STREET : SUITE 5
COLUMBUS, NEBRASKA 68601
P: (402) 564-3456 F: (206) 202-0317
REDIENGINEERS.COM

April 21, 2015

RECEIVED
APR 27 2015
NIRMA
NRMA, INC.

Peter Eiden, AIC
NIRMA
Centerstone Building
100 North 12th Street, Suite 200
PO Box 85210
Lincoln, NE 68501

RE: Claim GCNETC003166

At your request, I have reviewed the documents and photographs you forwarded to me regarding the antenna failure on the tower located near Angora, Nebraska. The purpose of this letter is to provide you with my initial impressions/opinion of the causes and/or factors leading to the antenna's failure based upon available photographs, information, and documents you provided to me. The opinion I provide is based upon the information you provided to me and I reviewed to date, including photographs, manufacturer supplied information, and reference materials. My opinions represent my professional judgement, education, and experience and are based upon available information obtained during the course of this assignment. I assume all information provided, whether provided by NIRMA, NIRMA's representatives, or other interested parties, is correct and complete. When additional information is made available or unknown conditions are uncovered or discovered, I retain the right to revise and supplement my opinion and reports accordingly.

My relationship with NIRMA is impartial, and my employment and compensation are not contingent upon my findings. For this assignment, I am compensated for my time and reimbursable expenses. I (REDI Engineering, Inc.) hold no undisclosed interest in this assignment.

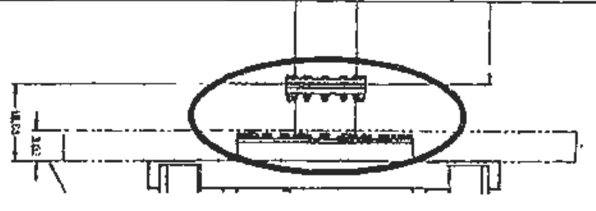
To a reasonable degree of engineering certainty, the striations, beach marks, or rib marks appearing on the surface of the metal indicate fatigue failure followed by brittle fracture in the metal. Fatigue failures of many metals exhibit striations at high magnifications. Striations are semielliptical lines on a fatigue fracture surface that emanate outward from a crack origin and delineate the position and gradual growth of the crack-front with each successive stress cycle. The spacing of fatigue striations is usually very uniform and can be used to calculate the crack-growth rate, only if the cyclic stress frequency is known. Striations are discriminated from striation-like artifacts on the fracture surface in that true fatigue striations never cross or intersect one another.

The root cause of failure can be generally assigned to one of four categories (a) design, (b) manufacturing, (c) service, or (d) material. Often several adverse conditions or factors contribute to part failure. Design-related problems include improper material selection, high stresses, and stress concentrations (stress risers). Stress risers (concentrations) frequently initiate the fracture and include sharp radii of curvature, through holes, and surface discontinuities. Manufacturing processes (metal forming, welding, or machining) can be located in high stress areas then create areas of high residual stresses. Fractures often originate from welded (fused) materials, so weldments can be problematic areas.

The topographical headings in my reports reflect the general process I follow when investigating system failures. I offer three types of reports and they can be described as the (a) email (approximately 500–1,000 words), (b) letter (approximately (1,000–2,500 words), and report (over 2,500 words). I recommend the report when litigation is pending. The court often requires a report under the Federal Rule of Civil Procedure 26(a)(2)(B), unless otherwise directed or stipulated by the court having jurisdiction. I prepare my reports to meet the Federal Rule of Civil Procedure; but my prepared email or letters to not meet the Federal Rule of Civil Procedure. However, I will not draft a report unless counsel has expressly requested me to do so. I have prepared this letter at the request of Peter Eiden, Claims Manager at NIRMA. The report allows me to develop and explain the bases for my opinions in the written report. Those report headings may include the following items, but the needs of a particular assignment may preclude some items and include others:

- Statement of Purpose & Assignment Summary
- Credentials
- Background Information
- Materials Reviewed & Parties Interviewed
- References, Applicable Codes, and Industry Standards
- Findings, Observations, Photographs
- Analysis
- Testing
- Discussion of Results
- Conclusions & Opinions

I want to examine both fractured pieces of the tower. The following pieces need to be removed and secured for further examination or testing.

Description	Photograph
Antenna's connection assembly to the tower (red oval). I want both pieces of the fractured part, so the fracture surfaces can be examined further.	

Base plate of antenna attached to the tower (Bottom-fractured piece).	
Bolted flange to the antenna (top-fractured piece).	

Once the fractured pieces from the antenna are obtained, a replacement antenna can be installed on the tower so broadcasting can resume. The analysis of the tower and report prepared by Electronics Research, Inc (ERI) remains valid and can be equipped with an in-kind antenna (ERI ATW18V3-HTO-13).

Regards,

John Thomazin

John Thomazin, P.E.
President | REDI Engineering, Inc.

PROFESSIONAL MECHANICAL ENGINEER
JOHN A. THOMAZIN
E-10372
STATE OF NEBRASKA

1/12/15

Eiden, Pete

From:	John Thomazin <john@redIengineers.com>
Sent:	Wednesday, April 29, 2015 4:23 PM
To:	Eiden, Pete
Subject:	Examination Protocol | Claim: GCNETC003166
Attachments:	ExaminationProtocol.pdf

RE: Suggested Examination Protocol

Pete,

Attached is an examination protocol for investigating the fracture surfaces of the antenna. Once you & counsel have reviewed it and don't have any changes to make, please distribute it to all the interested parties.

John T.

John Thomazin, P.E.
President | REDI Engineering, Inc.
1415 17th Street, Suite 5
Columbus, NE 68601
402-564-3456
http://www.rediEngineers.com

[illegible] Linked

REDI
ENGINEERING, INC
KNOWLEDGE SOLUTIONS EMPOWERMENT
1415 17th Street • Suite 5
Columbus, NE 68601
P: (402) 564-3456 • F: (206) 202-0317
www.rediEngineers.com

RE: Examination of KTNE Antenna | Angora, Nebraska

Claim #: GCNETC003166

Distribution: General Distribution to Interested Parties

Occurrence Date: April 10, 2015

Prepared by:
John Thomazin, MSME, P.E.
REDI Engineering, Inc. ("REDI")
1415 17th Street, Suite 5
Columbus, NE 68601
402-564-3456

1.0 Fractogrophy Providers

The following companies have the equipment necessary to examine fracture surfaces. I've used ESI in the past for prior civil cases when fractography was needed. I've obtained the other listed companies by referral. I have no undisclosed interest in the companies listed below.

Company	Contact Information
Engineering Systems Incorporated (ESI) 5697 N. 13th Street Omaha, NE 68110 P: 402-881-4860	Hans Iwand, P.E. | Principle Web: www.esi-website.com
Engel Metallurgical, LTD 925 Industrial Drive South Sauk Rapids, MN 56379 P: 320.253.7968	James Brusso, PE Email:brussoj@engelmet.com Web: www.engelmet.com
Materials Evaluation & Engineering, Inc. 13805 1st Avenue North Suite 400 Plymouth, MN 55441 P: 763-449-8870	Larry Hanke Web: http://www.mee-inc.com/
Metallurgical Associates, Inc. 20900 Swenson Drive Suite 800 Waukesha, WI 53186 P: 262-798-8098	Rob Hutchinson Web: http://metassoc.com/
University of Nebraska Medical Center Department of Genetics, Cell Biology & Anatomy Electron Microscopy Core Facility 42nd and Emile Omaha, NE 68198 402-559-4000	Tom Bargar, M.S., MSA Cert, Web: http://www.unmc.edu/genetics/research/centers-cores/electron-microscopy/

- Provider: To be determined
- Date & Time: To be determined

2.0 References, Applicable Codes, and Industry Affiliated Standards

The reader is referred to the following information, furnished by others, for more details. The following list is not exhaustive; instead, it is intended as a starting point for establishing testing protocol acceptable to all parties.

1. ASTM E860-07(2013)e1, *Standard Practice for Examining And Preparing Items That Are Or May Become Involved In Criminal or Civil Litigation*, ASTM International, West Conshohocken, PA, 2013, www.astm.org.
2. ASTM Standard E 620 - 04, 2004, *Standard Practice for Reporting Opinions of Scientific or Technical Experts*, ASTM International, West Conshohocken, PA, DOI: 10.1520/E0620-04, www.astm.org.
3. American National Standards Institute, Telecommunications Industry Association, and Electronic Industries Association. *Structural Standard for Antenna Supporting Structures and Antennas*. Arlington, VA: Telecommunications Industry Association, 2005.
4. American Society of Civil Engineers. *Minimum Design Loads for Buildings and Other Structures*. Reston, Va: American Society of Civil Engineers, 2010.

3.0 Preliminary Examination Protocol

I am listing, for reference purposes, the general steps for conducting a failure analysis for metallic materials below:

1. Information gathering;
2. Preliminary visual examination;
3. Nondestructive testing;
4. Characterization of material properties through mechanical, chemical, and thermal testing;
5. Selection, preservation, and cleaning of fracture surfaces;
6. Macroscopic examination of fracture surfaces, secondary cracking, and surface condition;
7. Microscopic examination;
8. Selection, preparation, and examination of cross sections;
9. Identification of failure mechanisms;
10. Stress/fracture mechanics analysis;
11. Testing to simulate failure; and
12. Data review, formulate conclusions, and reporting.

The suggested procedures for examining fractured surfaces of the antenna include the following:

1. Document the as-received antenna sections.
2. Remove dirt or debris from specimens. Document areas of interest using photographic reference relative to their assembled locations.
3. Use ultrasonic emission techniques to nondestructively locate imperfections.
4. Examine in situ fracture surfaces using optical microscopy.

5. Based on information gained in steps 1-4, prepare a sectioning plan to view fracture surfaces. Prepare a cutting diagram identifying locations and sequence of cutting steps. Cut sections in the least invasive manner. Do not use cutting lubricants to avoid contamination of specimens.
6. Clean/protect and etch cross sections to reveal microstructure. Examine fracture surfaces using optical and scanning electron microscopy (SEM).

4.0 General Considerations

- A Chain of Custody has been provided for the specimens collected at the tower site.
- Material properties of the metal can be obtained via chemical analysis, hardness testing, and tensile testing of coupons removed from the antenna.
- Information gained from examination of the specimens may warrant further work not mentioned in said protocol. Departure from protocol will be agreed upon by all parties prior to proceeding with further work or investigation.

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KNOWLEDGE SOLUTIONS EMPOWERMENT
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Columbus, NE 68601
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www.rediEngineers.com

RE: Field Observation Report
KNTE Tower
Angora, Nebraska

Claim #: GCNETC003166

Site Location: KTNE
11660 Road 103
Angora, NE 69331

Site-Visit Date: April 22, 2015

Occurrence Date: April 10, 2015

Prepared by: John Thomazin, MSME, P.E.
REDI Engineering, Inc. ("REDI")
1415 17th Street, Suite 5
Columbus, NE 68601
402-564-3456

1.0 Weather

- Weather Conditions: Clear
- Temperature: 64 °F
- Site-Visit Time: 2:00 PM – 5: 00 PM

2.0 Summary of Field Observations

The purpose of the site visit on April 22, 2015 was (a) to observe the in-place condition of the tower structure and the in situ condition of the damaged antenna, (b) determine whether the bottom, fractured portion of the antenna could be unbolted from the rest of the antenna and secured, (c) document site/ layout for orientation purposes and future reference, and (d) plan for further investigation of the antenna and tower structure for other interested parties.

- Site layout was constructed using captured images from my iPhone then reconstructed and detail added using Google Earth.
- Locations (distance and direction) of components (antenna & tower) relative to the building were recorded in handwritten field notes. The purpose of the site layout and component locations is to provide images or photographic markups for other parties who have not visited the site after the incident and need an understanding of in situ conditions on the ground.
- On-site documentation was observed (a) ERI tower analysis, and (b) Antenna specifications. I have portions of the ERI tower analysis. Owner will make the information available upon request.
- Photographs of the damaged antenna were taken. Fracture surfaces were photographed. Dimensions of the antenna were compared with documents I received from others.
- A course of action was established (a) procedure for inspection by other interested parties and (b) sequencing of work to restart broadcast signal.

3.0 Remarks

Tower Data

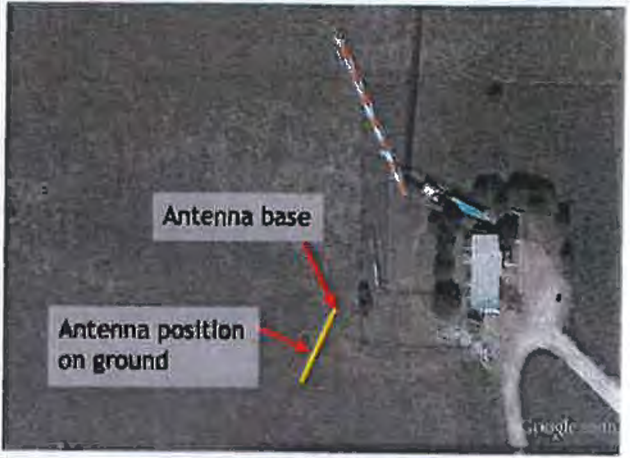
Tower height:	1,400 feet
Antenna height:	89.60 feet
Antenna weight:	19,100 pounds
Antenna diameter:	18 inches
Antenna wall thickness:	1 inch
Antenna velocity at impact:	200-208 mph
Energy of antenna at impact:	26.7 million foot pounds

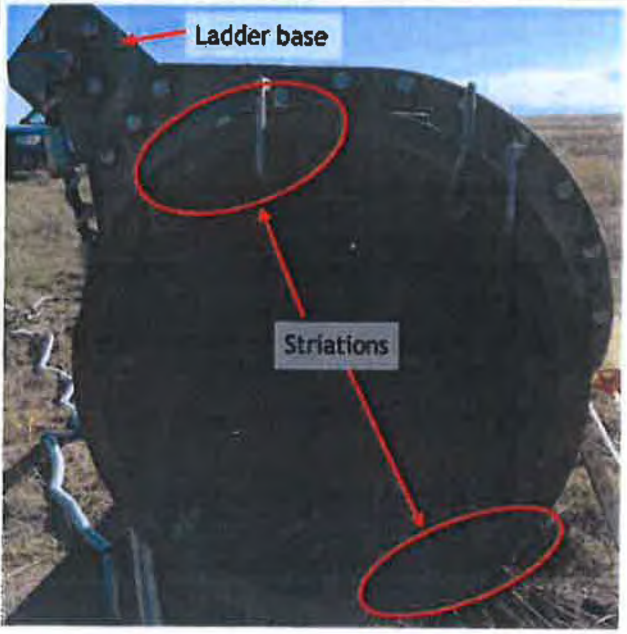
- Tower location: 4.5 miles east of Angora, Nebraska south of intersection of country roads 103 (north-south road) and 108 (east-west road). Satellite receiver oriented skyward toward the south is visible from the road and a KTNE sign is placed at the entryway to the property.
- Tower is identified by alternating red (7 red sections) and white (seven white sections) sections measuring approximately 100 to 150 feet lengthwise. The tower has three sides, referred to as panels, and has an approximate width dimension of 8-feet.
- Round flange legs on the tower are spaced at 25-foot intervals. Spacing intervals can be used to approximate dimensions.
- The south end of the building measures 28'-8" wide and is 80'-3" long. The north end wall of the building measures 26'-0" wide. The dimensions of the building were used for cross-reference when using Google Earth.
- Base of the antenna has 18" diameter with 1"-thick walls. Eight evenly-spaced flats are welded around the base of the antenna. The dimensions of a flat is ¾ inch thick x ¾ inch wide x 12 inches long. Metal pieces attached to the flats indicates the direction the antenna fell when it separated from the top of the tower.
- Ladder plates on the antenna are spaced at 20-foot intervals.
- While onsite, I snapped a total of 60 pictures. Not all pictures are attached to this report, because some of the photographs are redundant or blurred.

4.0 Attachments

- Photographic Log
- Handwritten field notes

5.0 Photograph Log

Photo #	Description	Photograph | Image Markup
1	Location of KTNE tower in Google Earth in relation to Angora, Nebraska. 11660 Road 103 Angora, NE 69331	
2	Site image from Google Earth showing relative location of the antenna on the ground relative to tower base and buildings. Base of antenna is located approximately 148 feet and 271-degree heading from southwest corner of the building.	
3	Base of the antenna. Yardstick showing approximate dimensions of antenna's diameter and wall thickness.	

4	Photograph of antenna in situ.	
5	Photo of fractured antenna base showing (a) location of antenna ladder and (b) approximate locations of striations on the surface of the fracture.	

6	Photo showing the top of the antenna.	
7	Photo showing typical impact damage to the antenna and its attached components. Outer fiberglass radome (aviation orange) obscures metal antenna.	

4/22/15 Field Notes

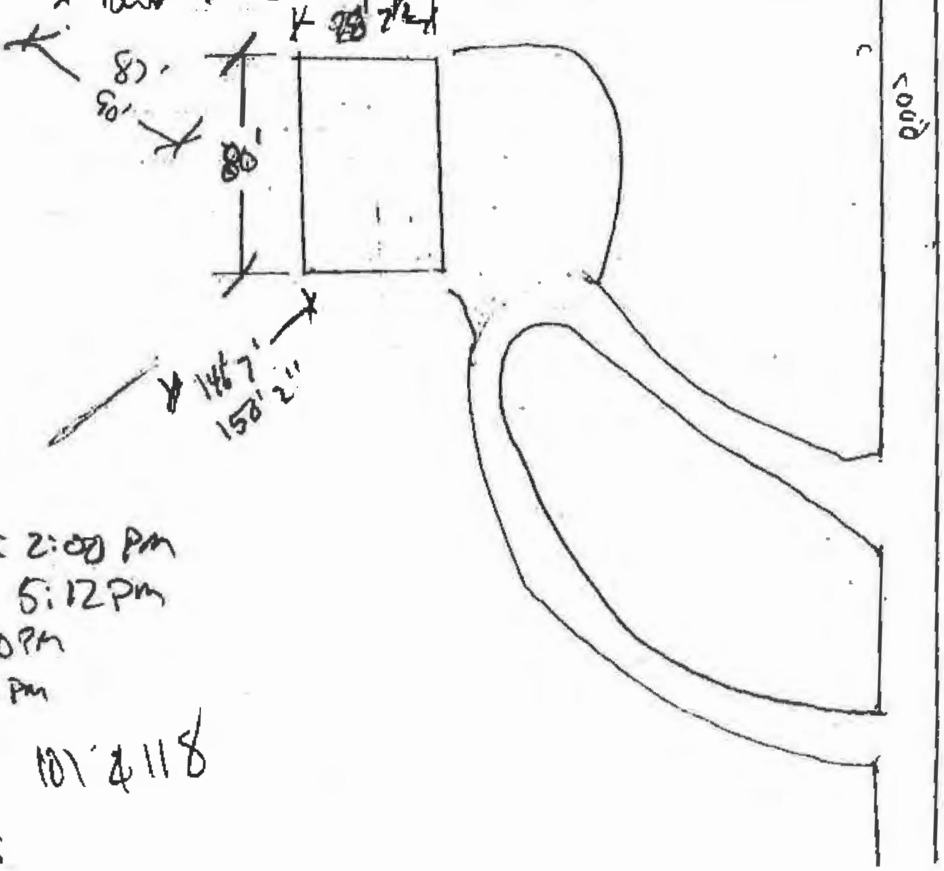
Tower Location
- 4.5 miles east of Angora, NC

- Building oriented North-South (found leg flange 25' apart.)

↑N

7 Red - 7 white 100' 25' spacing
10 poles @ 10' spacings
Base of Tower 6'8"

271° To antenna base
247° to fence Post x Tower Base



Site Arrive : 2:00 PM
Leave 5:12PM
Hotel 9:30PM
Thedford 7:50 PM

Road 101 & 118

* 709 miles

4/22/15

Field Notes

Photos Sequence

\# plates 6

Picture #	Description
1) 0-5'	Top of antenna Impact damage seen @ 7'
2) 5'-12'	Impact damage w/star Rhs
3) 12'-19'	Plate Impact damage Gouged in ground
4) 12-24'	Impact damage
5) 24-31'	Plate & Impact damage
6) 31-38'	Impact damage
7) 38'-45'	Plate & Impact damage
8) 45'-52'	Impact damage
9) 52'-60'	Plate & Impact damage
10) 60-65'	Impact damage
11) 65-71'	- plate & Impact damage
12 71'-78'	- Impact damage
13 78'-86'	- Plate-Base Impact damage

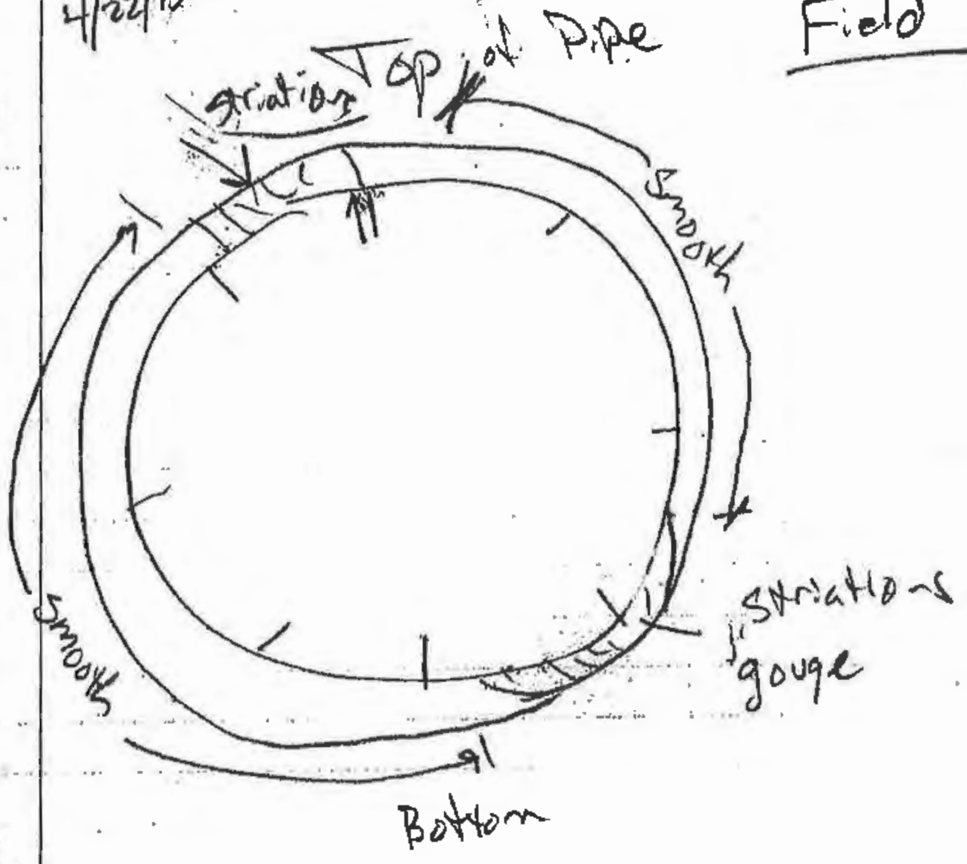
Plates spaced @ 13'-14' intervals
Ladder plates - 20' apart (bolted connection)
26-46

194° antenna last position
200

1) 297-304° NW corner of building to tower base
2) 1" thick 18" Ø steel tube
3) 8 flats welded around base

4/22/15

Field Notes



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RE: **Field Observation Report**
KNTE Tower
Angora, Nebraska

Claim #: GCNETC003166

Site Location: KTNE
11660 Road 103
Angora, NE 69331

Site-Visit Date: May 1, 2015

Occurrence Date: April 10, 2015

Prepared by: John Thomazin, MSME, P.E.
REDI Engineering, Inc. ("REDI")
1415 17th Street, Suite 5
Columbus, NE 68601
402-564-3456

1.0 Weather

- Weather Conditions: Clear | Partly Cloudy | Thunderstorms formed south of the site late in the afternoon.
- Temperature: 68 °F
- Site-Visit Time: 9:30 AM – 7:30 PM

2.0 Summary of Field Observations

The purpose of my visit on May 1, 2015 was (a) to represent NRMA while other interested parties observed damaged and collected data, (b) supervise the collection of evidence, (c) gather information from and provide information to all parties at the site, and (d) label and secure evidence for further evaluation. Time, location, and examination of antenna's fracture surfaces to be determined at a later date.

- I arrived at the site at 9:30 AM on May 1, 2005. Low-frequency snubbers had been removed from guy wires. The Sioux Falls Tower & Communications (SFTC) crew had finished their evaluation of the tower. Guy-wire tension was within tolerance and hadn't changed appreciably from 2012. No remarkable tower defects were uncovered.
- When I arrived, representatives from ERI were conducting their own observations/inspections and obtaining data. They were busy obtaining data for tension in guy wires, tower plumb, and tower twist. At the site, I met John Robinson (ERI lead) first, discussed procedure, and answered questions.
- Tower crew had installed the temporary antenna on the tower, and signal was being broadcast.
- 11:00 AM: (a) preparing to cut off bottom of antenna, and (b) tower crew's three men were concurrently preparing rigging to remove antenna baseplate from the top of the tower. Using a permanent marker, antenna base was marked relative to the baseplate of the ladder; then a side grinder etched a groove in the surface of the steel.
    - Leland Longstraat severed the bottom of the antenna. Abrasive grinder was used first for the initial cut through the antenna wall, then an acetylene torch finished cutting through the metal to remove the bottom of antenna. Abrasive grinder made a through hole in the wall of the antenna so acetylene torch could be used to finish cutting.
    - Finished cutting. Bottom of antenna separated from the rest of the antenna at 11:28 AM and remained on the ground to cool until 6:00 PM.
    - Video and pictures were taken during cutting process.
- Steel in antenna is based upon AISC high-strength-steel specifications and has certification from US Steel. John Robinson, P.E. (ERI) shared with me the mill certification papers for the antenna. Each antenna ERI manufactures has a mill certification. The steel specification requires steel to meet a minimum yield strength of 40,000 pounds per square inch and have an ultimate strength of 70,000 pounds per square inch. The steel used in this antenna has a

minimum yield strength of 51,000 pounds per square inch and an ultimate strength of 73,000 pounds per square inch. I did not obtain a copy of the mill certification.

- 12:30 PM: Leland Longstraat (SFTC), Bryant Kelly (SFTC), and Doug Lampert (ERI) ascended the tower to remove antenna base plate from the top of the tower. 6:00 PM: three-man crew and tower baseplate safely reach the ground.
- Antenna baseplate and bottom section of antenna labeled and stored onsite.

3.0 Remarks

- Guy-wire tension unremarkable and no defects found in the tower structure. The tower can be ruled out as a factor contributing to the antenna's failure.

  Basis: (a) prior structural analysis of the tower performed by ERI verifies compliance with ANSI/TIA Standard 222-G, *Structural Standard for Antenna Supporting Structures and Antennas*, (b) measurements and data provided by and taken by (2008 & 2012) SFTC showing tension in guy wires unchanged and within manufacturer's recommended tolerances (c) no unusual wear-and-tear in readily-accessible tower components likely to show signs of distress or wear, and (d) no remarkable defects found in the tower's structure during tower examination.
- Now that the bottom of the antenna has been severed and the fracture surface secured, the remainder of the antenna can be discarded or recycled.
- Tower crew returned to the site Saturday morning to install beacon at the top of the tower and remove rigging from the tower.
- ERI representatives returned Saturday morning to the site to finish collecting data and finish their evaluation of the tower.
- I left the site at 7:00 PM Friday, May 1, 2015.
- The investigation into the antenna's failure can proceed to the examination of fracture surfaces.
- North was marked on the baseplate of the antenna before removing it from the top of the tower.
- The prevailing wind direction is north by northwest in the Angora, Nebraska area. The two segments of the fracture surface can be mated, and orientation of features on fracture surfaces can be correlated in relation to the prevailing wind direction.
- Metal components protruding over the fracture surfaces on both the baseplate and bottom of antenna indicate the direction from which the antenna fell from the tower. The metal components were not removed during recovery work.

4.0 Attachments

- Photographic Log

- Videos stored on Google Drive. Videos can be downloaded with this link: https://drive.google.com/folderview?id=0B3Ws1Mr2dSbDfmJQQ3UzOVp4bnByTS1EeF9OYjlHbXd5bnVJODRtZ3Q5Y21wZzFDQnF4YU0&usp=sharing. Email me and I'll send you a link to the directory containing the files.
- Handwritten field notes
- Sign-in sheet.

5.0 Photograph Log

Photo #	Description	Photograph | Image Markup
1	Marking the base of antenna for orientation and before severing from main antenna body.	 Metal components denote direction of fall.
2	Fracture surface severed from main antenna body.	
3	Antenna baseplate recovered from the top of the tower. North is marked on the baseplate.	 Metal components denote direction antenna fell from tower.

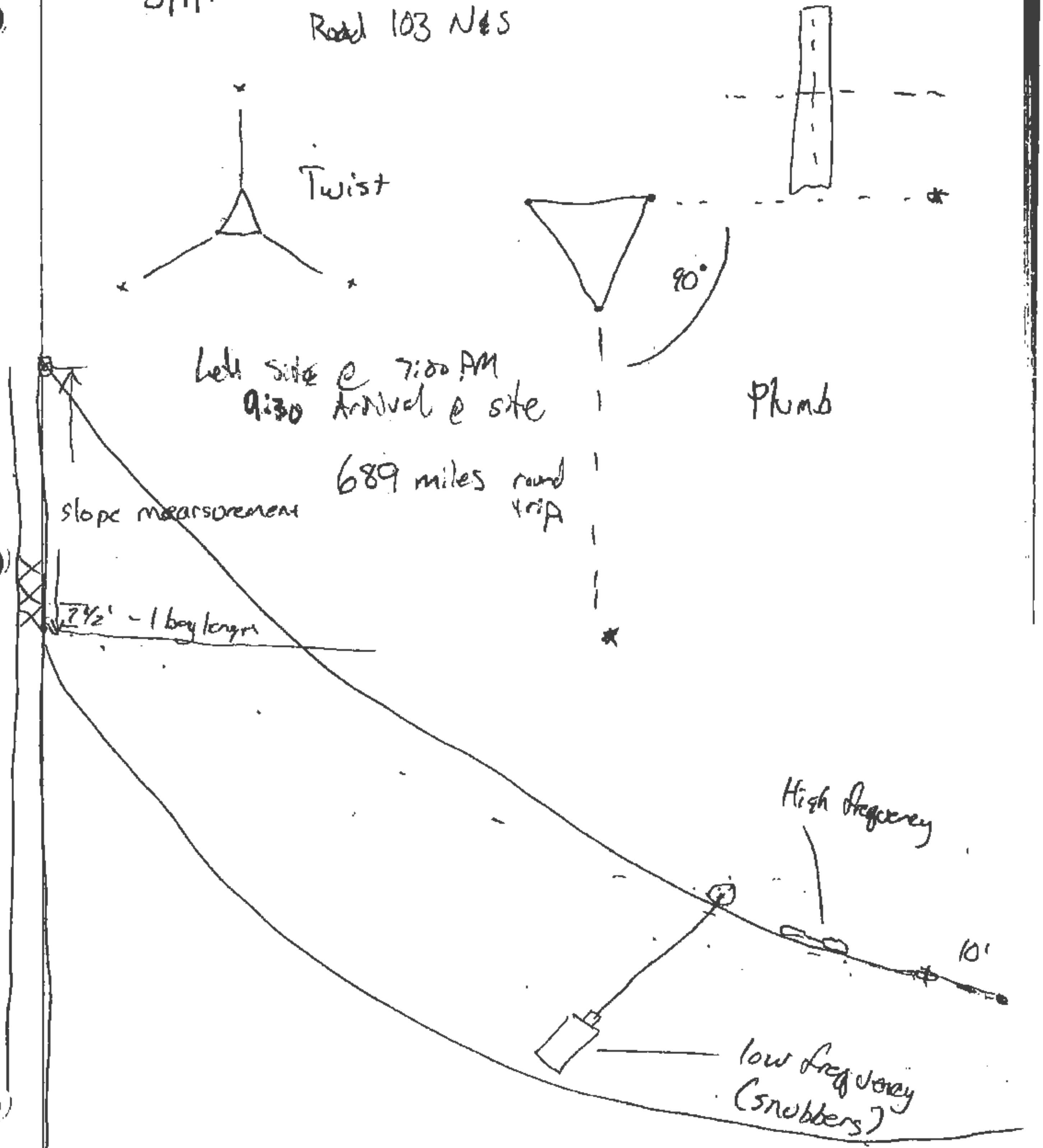
4	Photo showing storage of components in the KTNE facility.	

6.0 Video Description

- Antenna Cut Off 001: marking antenna base relative to ladder with permanent marker.
- Antenna Cut Off 002: marking antenna base with side grinder.
- Antenna Cut Off 003: initiating cut with gas-powered abrasive grinder.
- Antenna Cut Off 004: cutting antenna with acetylene torch.
- Antenna Cut Off 005: cutting antenna with acetylene torch.

9:30AM @ site

5/1/15 Road 118 E&W
Road 103 N&S



Left site @ 7:00 AM
9:30 Arrival @ site

689 miles round trip

5/1/15

Notes

→ 11:00 AM Preparing to cut bottom of antenna

11:28 Am · Finished cutting bottom of hub
- 12" cut from end.
- Marked Piece relative to climbing ladder.
- Tower crew on tower preparing Rigging
- RSE checking tower for plumb twist (doing their own inspections)

* US Steel Certification

Hot Rolled 40 ksi Yield 70 ksi

51,5ks 73,k

56% (.70 Yield/tensile Ratio 0.70)

· Ascended tower @ 12:30 pm

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RE: Sign-in Form for tower inspection

Claim #: GCNETC003166

Site Location: KTNE
11660 Road 103
Angora, NE 69331

Date: May 1, 2015

Occurrence Date: April 10, 2015

Prepared by: John Thomazin, MSME, P.E.
REDI Engineering, Inc. ("REDI")
1415 17th Street, Suite 5
Columbus, NE 68601
402-564-3456

1.0 Sign-In Form

Please provide the information below or attach business cards.

net

Television • Radio • Learning Services • Technology Services

Robert L. "Bob" Huber
Director of Network Operations

1800 N 33rd Street (68503)
P.O. Box 83111
Lincoln, Nebraska 68501
Web: netNebraska.org

(402) 472-9333 ext. 205
Cell: (402) 326-8180
FAX: (402) 471-8089
Email: bhuber@netNebraska.org

Representing:

John Thomazin MSME, PE
President
402.564.3456

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Representing: NRMA

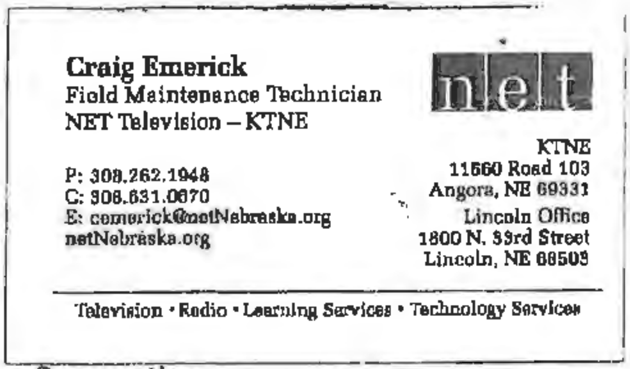
Name: Kevin D Cope
Company: Sioux Falls Tower
Address: 2451 Emerson Lane
Rapid City, SD 57701
Phone: (605) 496-5272
Email: kcope93@gmail.com
Representing: Sioux Falls Tower

Name: Jacob Wright
Company: Sioux Falls Tower
Address: 2451 Emerson Ln
Rapid City, SD 57701
Phone: 605-519-1223
Email: jwright@siouxfallstower.com
Representing: Sioux Falls Tower

Name: Doug Lampert
Company: ERI
Address: 7777 Gardner Rd
Chandler, IN
Phone: 812-925-6000
Email: dLampert@eriinc.com
Representing:

Name: Cliff Hills
Company: NET Television
Address: 11660 Road 103
Angora, NE 69331
Phone: 308-530-3833
Email:
Representing: NRPNE

Date: 5/1/2015



Craig Emerick
Field Maintenance Technician
NET Television – KTNE

P: 308.262.1948
C: 308.631.0670
E: cemerick@netNebraska.org
netNebraska.org

nlelt

KTNE
11560 Road 103
Angora, NE 69331
Lincoln Office
1800 N. 33rd Street
Lincoln, NE 68503

Television • Radio • Learning Services • Technology Services

Representing: NET

ELECTRONICS RESEARCH, INC ERI

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(877) ERI-LINE (TFN)
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Representing: ERI

Leland Longstreet
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Office - 605-716-1952
Cell - 605-321-0306

Representing: Sioux Falls Tower

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CREW CHIEF

COMMERCIAL TOWER
INSTALLATION & MAINTENANCE

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2224 E. 39th Street N. • Sioux Falls, SD 57104-5409
bkelly@siouxfallstower.com • www.siouxfallstower.com

Representing: Sioux Falls Tower

Name:

Company:

Address:

Phone:

Email:

Representing:

Name:

Company:

Address:

Phone:

Email:

Representing:

NRMA

April 27, 2015

Thomas Boughton Silliman, P.E
President and CEO
Electronics Research Inc.
7777 Gardner Road
Chandler IN 47610

Scott A. Martin
Director, Television Sales
Electronics Research Inc.
7777 Gardner Road
Chandler IN 47610

Charlie Lee
Operations Manager
Tower King II
PO Box 185
Cedar Hill TX 75106,

RE : <u>NOTICE OF SUBROGATION INTEREST</u>
NRMA Claim No. :GCNETC003166
Occurrence Date :April 10, 2015
Type Claim :Antenna Failure

NRMA is the Third Party Administrator for the State of Nebraska. As the TPA for the State we are responsible for handling the investigations into claims that may be brought against the insurance policy contract held by the State with its insurance carrier. NRMA also is responsible for placing on notice any parties that may be held responsible for any or all portion of a loss resulting in damage to equipment owned by the State of Nebraska.

It is my understanding that Electronics Research Inc. was the manufacturer of an antenna that recently fell from a tower at the KTNE station near Angora in western NE on April 10, 2015. Further it is my understanding that the installer of this antenna was Tower King II. This letter is to place Electronics Research Inc. and Tower King II on notice that the State of Nebraska will be looking to you for reimbursements of any payments the State of Nebraska or their insurance carrier are required to make to replace the failed antenna if it is determined failure was due to issues involving either of your company's. The State would also be seeking reimbursement for any extra expense the State incurs to the time this can be done.

EBRASKA RISK
MANAGEMENT
ASSOCIATION, INC.

100 N 12TH ST., SUITE 200
P O. BOX 85210
LINCOLN, NE 68501-5210
402.742.9220 • 800 642 6671 • 402 742 9230 FAX

John Thomazin, P. E. with REDI Engineering of Columbus NE has been retained by the State of Nebraska to represent their interest in determining the cause of the tower breaking loose and falling from the top of the KTNE tower. Nebraska Educational Telecommunications – NET is very interested in expediting any further onsite inspections so that they can proceed to install a temporary antenna to begin broadcasting once again to their constituents in western Nebraska. Mr. Thomazin has asked that I advise both of your company's of the intent to cut off the bottom of the antenna that fell for further analysis so that the fractured surfaces may be observed/examined in a proper laboratory setting. He is also intending to have the tower cable tensioning checked out to determine if they are still proper such that a temporary antenna can be installed to return programming to the area until such time as a replacement antenna can be manufactured and installed. John has also instructed NET on the need to take the base plate from the top of the antenna down for inspection and this will be done in conjunction with tower retensioning and temporary antenna installation. It is my understanding that a temporary antenna is currently at the location ready for install once these items are completed.

This letter is notice of the intent to cut the bottom section of the antenna off for further testing to be done and a request to determine if you or representatives from your company want to be present when this is done Once the bottom of the antenna is cut we will be advising on proposed laboratories that have the capability of doing further testing Mr. Thomazin will be providing that detail and if you would want to have a say in location or procedure for testing, I would recommend that you contact Mr Thomazin or myself

Contact information for John Thomazin, P.E. and expert for the State on this case is REDI Engineering, 1415 17th Street, Columbus NE 68601 with telephone number of (402) 564-3456 and email of john@redienginee rs com

If you wish call me I can be reached at 402-742-9220 ext 105.

Thank you.

Sincerely,

Peter E. Eiden, AIC
NRMA Claim Manager

Cc: Roger Book, Engineering Transmissions Manager, NET, Lincoln NE
Roxann McIntyre, Network Comptroller, NET, Lincoln NE
John Thomazin, P.E., REDI Engineering, Columbus NE
Bo Botelho, Interim Risk Manager, State of NE, Lincoln NE

NRMA

To: Cindy Whiteaker, Claims Director, RPSI
Brian Balog, ACE North American Claims
Shannon Anderson, State of Nebraska Risk Manager
Meaghan Haney, AON Risk Services

From: Peter Eiden, AIC, Claims Manager - NRMA

First NRMA Report

September 20, 2013

Re:

NRMA File No.	:VADCS002335
Insured	:State of Nebraska
Agency	:Department of Correctional Services
Claimants	:Estate of Joyce Meeks
ACE Claim Number	:JY13J0336864
Date of Occurrence	:June 25, 2013

ENCLOSURES

1. Letter from Attorney Ryan P. Linsner representing the Estate dated June 30, 2013
2. Cavanagh Law Group Attorney Lien Letter dated June 28, 2013
3. Tort Claim for Injury or Damage filed with the State of Nebraska Risk Management Office

COVERAGE

Coverage for this claim falls under the policy of Princeton E & S being 64-A3-EX-0000006-08 with policy dates of July 1, 2012 to July 1, 2013. It is my understanding the policies provide an SIR to the State of Nebraska of $300,000 per accident and coverage of $1,000,000 on a "per accident" basis. Cindy Whiteaker has advised that she did not believe there were any claims that had eroded the corridor deductible for this policy period which would then mean that the State would be looking at $300,000 on the SIR plus a $300,000 corridor deductible or total of $600,000 before any insurance coverage would come into play. The next layer Excess Coverage is with ACE Group under Policy No. XPE G19851667 002 with effective dates of July 1, 2012 to July 1, 2013 and provides next layer follow coverage of $4,000,000 in excess of the Princeton E & S coverage.

EBRASKA RISK
MANAGEMENT
ASSOCIATION, INC.

100 N. 12TH ST., SUITE 200
P.O. BOX 85210
LINCOLN, NE 68501-5210
402.742.9220 • 800.642.6671 • 402.742.9230 FAX

SUGGESTED RESERVES

	Injury/Damage Value	Suggested Reserve	Paid to Date
Estate of Joyce Meeks (Bodily Injury)	$1,500,000.00	$1,500,000.00	
Legal Expense (Defense Cost)	$ 25,000.00	$ 25,000.00	$1,347.01

These are the only reserves currently posted on this matter. I anticipate that there may also be a smaller Property Damage claim from Allstate Insurance Company if the claimant had first party coverage on her vehicle and also potentially a medical payments subrogation claim from them at some point in time.

ACCIDENT/OCCURRENCE

The claim stems from a two vehicle accident occurring on Van Dorn Street near 18th in Lincoln, NE. An inmate of DCS in the work release program was operating a van owned by TSB and leased to DCS. He was in the process of going to pick up other inmates from 14th and M Streets to take them back to the work release center. The accident occurred at 10:08 p.m. An eyewitness stated to the Lincoln Journal Star that a van had come up at a high rate of speed traveling east on Van Dom and the van passed him going into the westbound lane and then pulled back into the eastbound lane. Then all of a sudden the van pulled back into the westbound lane hitting an oncoming vehicle almost head on. The driver of the westbound vehicle died at the scene.

Prior to this driver weaving in and out of traffic and hitting this oncoming vehicle another driver had seen the van driver weaving in and out and said he had to pull out into a driveway to get out of his way.

INVESTIGATION

I previously forwarded to you a copy of the Investigator's Motor Vehicle Accident Report and at the current time any investigation is being undertaken at the direction of defense counsel.

The decedent's estate did retain legal counsel and they have filed a Tort Claim with the State of Nebraska Risk Management agency per the proper protocol for filing of a claim against the State. Under the State Tort Claims Act guidelines the State Claims Board for the State of Nebraska has a requirement to act on the claim however if the State does not act on it within a six month time frame or in this case by January 18, 2014, the counsel for the estate may then withdraw the claim and file suit.

BODILY INJURY – Estate of Joyce Meeks [redacted]

The claimant sustained life ending injury almost immediately following the impact which was extremely severe to the front of her vehicle. We are developing additional information about the claimant. It is known that she was employed as a nurse's assistant at Tabitha Health Care where she cared for elderly adults and was on her way home from work when this accident occurred. She was within approximately two blocks of her home when her life was ended.

Injury

The claimant sustained life ending injuries in the accident and was pronounced dead at the scene of the accident by medical personnel

Damages

The actual special damages to be considered will likely not be extensive as the claimant was only at Bryan Hospital a short time and then has the cost of funeral expenses.

Claimant Attorney:

The Estate of Joyce Meeks is being represented by the Cavanagh Law Group from Chicago IL. The deceased had moved from the Chicago area to Lincoln in 2000. This likely is a connection back to her time living in the Chicago area. The firm has filed a Tort Claim on behalf of the Estate and the Personal Representatives.

Settlement Discussions

There have been no discussions pertaining to settlement of the claim presented to the State of Nebraska.

SUMMARY/GENERAL RECOMMENDATIONS

I had previously sent to you copies of materials including news articles and the Investigator's Motor Vehicle Accident Report pertaining to this accident. Since that time, the State of Nebraska has retained defense counsel to represent their interests and that of their employees. The attorney representing the State is Robert Keith with the Engles, Ketcham, Olson and Keith Law Firm in Omaha NE. He has an extensive background in dealing with claims involving the State of NE and specifically as respects the State Tort Claims Act.

For your reference, the State of Nebraska does not have a Tort Claim Cap. There is also a requirement that any claim that would be in excess of $50,000 would ultimately require approval of the State Legislature however to date no negotiations have been undertaken.

I am working closely with Attorney Keith on this matter and will continue to provide additional report updates as this matter progresses. If there is any information you would like that I have not provided please contact me and let me know what is needed.

A future status update report will be submitted to your attention by November 22, 2013.

Peter E. Eiden

Peter E. Eiden, AIC
NRMA Claims Manager

PE:pe

Proprietary Information

Letter from Attorney

1 Page

Proprietary Information

Letter from Attorney

1 Page

STATE OF NEBRASKA
DIVISION OF RISK MANAGEMENT
STATE CLAIMS BOARD
521 South 14th Street, Suite 104
Lincoln, NE 68508-2707

CLAIM FOR INJURY OR DAMAGE

FOR OFFICE USE ONLY

2014-B083 DCS

PLEASE READ INSTRUCTIONS AND INFORMATION ON BACK OF PAGE 2 BEFORE COMPLETING THIS FORM. ALL QUESTIONS MUST BE ANSWERED OR THIS FORM WILL BE RETURNED AS INCO[illegible]

RECEIVED
JUL 18 2013
RISK MANAGEMENT

File this form if you are making a claim against the State of Nebraska subject to the following statutes:

CHECK THE TYPE OF CLAIM YOU ARE FILING. (Carefully read the back of this form for further information.)

☑ Tort Claims (Section 81-8,209 to 81-8,235)
☐ Miscellaneous Claims (Section 81-8,294 to 81-8,301)
☐ Contract Claims (Section 81-8,302 to 81-8,306)

NAME: Leonard Hooks and Martell Buchanan, Co-Special Administrators of the Estate of Joyce Hooks, deceased
AGE at occurrence: [redacted]
SOCIAL SECURITY OR TAX I.D. NUMBER: [redacted]
STREET ADDRESS: [redacted]
PHONE NUMBER: [redacted]
DATE OF OCCURRENCE: 6/25/2013
CITY, STATE, ZIP CODE: [redacted]
COUNTY OF OCCURRENCE: Lancaster County
TIME OF OCCURRENCE: 10:21PM A.M./P.M.
PLACE OF OCCURRENCE: Lincoln, NE
ARE YOU A STATE EMPLOYEE? ☐ YES ☑ NO
IS YOUR CLAIM WORK RELATED? ☐ YES ☑ NO
TOTAL AMOUNT OF CLAIM: $ 5,000,000.00

CHECK ALL TYPES OF VERIFICATION ATTACHED TO PROVE ACTUAL DAMAGES
☐ Paid Bills ☐ Invoices ☐ Cancelled Checks ☐ Repair Quotations ☐ Medical Reports
☐ Copy of Contract for Contract Claim (Required by statute) ☑ Other Awaiting receipt of bills

DO YOU HAVE INSURANCE COVERING THIS CLAIM? ☑ YES ☐ NO
IF YES, HAS THE INSURANCE COMPANY MADE PAYMENTS? ☐ YES ☑ NO
WHAT IS THE DEDUCTIBLE ON YOUR POLICY THAT YOU MUST PERSONALLY PAY? $ Undetermined at this time.

NAME, ADDRESS AND PHONE NUMBER OF YOUR INSURANCE COMPANY
Allstate Insurance Company
T: (800) 347-0040 x 7793273

INSURANCE POLICY NUMBER
Policy No. 985748686

DESCRIPTION OF ACCIDENT OR OCCURRENCE. This is your certified testimony as to the facts of the incident for which you are filing this claim. Detail all known facts and circumstances leading to your claim and identify all property, places and people involved including the names, addresses and phone numbers of witnesses, if any. Provide detailed itemization of damages. If you are filing a claim for an expired State of Nebraska warrant, provide a copy of the warrant and indicate why the warrant was not cashed prior to expiration. If you are filing a contract claim, indicate how the contract was breached.

Please see attachment of description of accident or occurrence and a copy of the State of Nebraska Investigator's Motor Vehicle Accident Report.

CONTINUED ON PAGE 2

CLAIM FOR INJURY OR DAMAGE

DESCRIPTION OF ACCIDENT OR OCCURRENCE (Continued from page 1)

Your signature is required. By signing you certify that what you have stated above is true to the best of your knowledge. This signature may be of the claimant's legal representative if the claimant is deceased or incapacitated. For representatives and individuals signing on behalf of corporate entities must attach evidence of legal authority

Sign Here ⇨ ______________________

Claimant's Signature

NAME OF CLAIMANT'S ATTORNEY, IF ANY	ATTORNEY'S TELEPHONE NUMBER
Timothy J. Cavanagh	(312) 425-1900

ATTORNEY'S ADDRESS

161 N. Clark Street, Suite 2070
Chicago, IL 60601

This claim is your certified testimony and will be presented to the State Claims Board. This information and an investigation by the state agency involved and/or the Division of Risk Management will form the basis for any decision unless you choose to appear and provide additional information at the Board hearing. You will be notified ten days prior to the hearing. Appearance at the hearing is not required.

State of Nebraska

County of Lancaster S.S.

The foregoing instrument was acknowledged before me this 18 day of July (month), 2013

by Sarah Paustian
(printed name of person acknowledged)

SARAH S. PAUSTIAN
My Comm. Exp. May 6, 2017

↑ Affix Official Notary seal here ↑

Notary Public

Return all white copies of this form to the State Claims Board.
Retain goldenrod copy for your file.

CLAIM FOR INJURY AND DEATH OF JOYCE MEEKS

DESCRIPTION OF ACCIDENT OR OCCURRENCE

This is a wrongful death and survival claim filed against each and all of the following:

The State of Nebraska;

The State of Nebraska Department of Correctional Services ("NDCS");

NDCS Director Robert Houston;

Unknown employees of NDCS who were involved in NDCS's Inmate Van Driver Program including, but not limited to those, involved in the policy making, decision making and supervision of said program;

NDCS's Community Corrections Center-Lincoln ("CCC-L");

Unknown employees of CCC- who were involved in the Inmate Van Driver Program including, but not limited to those employees who: made policy, procedures, rules and/or regulations; decision making; selecting the inmates eligible to drive, supervising the inmates permitted to drive the CCC-L van; who permitted Jeremy Dobbe to be a driver; and who entrusted the van involved in the incident alleged below to Jeremy Dobbe; and

Jeremy Dobbe ("Dobbe").

·At all times relevant, the entities identified above acted by and through their employees, which are also identified as "unknown employees."

These claims arise out of June 25, 2013 fatal motor vehicle collision involving a NDCS and/or CCC-L owned vehicle, driven by NDCS inmate, Jeremy Dobbe, and Joyce Meeks, deceased.

Joyce is survived by Leonard Meeks (spouse), Martell Buchanan (son), Stanley Buchanan (son) and Lakitsha Buchanan (daughter). Leonard Meeks and Martell Buchanan are the Co-Special Administrators of the Estate of Joyce Meeks, deceased, pending in the County Court of Lancaster County, Nebraska, Case No. PR 13-553.

BACKGROUND AND THE COLLISION

In April of 2013, the NDCS hired, employed, requested and/or authorized inmate Jeremy Dobbe for its inmate Van Driving Program. Jeremy Dobbe was incarcerated in CCC-L, which is a facility owned, maintained and staffed by NDCS. Jeremy Dobbe's criminal background includes two prior DUI convictions, two reckless driving convictions, a careless driving conviction and two methamphetamine related convictions. Its Inmate Van Driving Program had been in effect since 1985.

On June 25, 2013, NDCS inmate, Jeremy Dobbe, was operating a vehicle owned by the State of Nebraska, NDCS and/or CCC-L, for the NDCS Inmate Van Driving Program while traveling eastbound on Van Dorn Street. Dobbe was traveling at a speed in excess of the speed limit when he crossed the center line and collided head-on with the vehicle driven by Joyce Meeks, deceased. Joyce was pronounced dead at the scene. Dobbe's negligence was the proximate cause of the accident, her injuries, damages and death. His negligence also was the proximate cause of injuries and damages to Joyce Meeks' estate and heirs/next-of-kin.

LIABILITY OF THE STATE OF NEBRASKA, NDCS, CCC-L AND THEIR EMPLOYEES

The State of Nebraska, NDCS, CCC-L and their employees, individually and jointly, are liable for the wrongful death of Joyce Meeks under the following theories: (1) vicarious liability; (2) negligent entrustment; and (3) negligent hiring of Jeremy Dobbe for the Inmate Van Driver Program; (4) negligent retention of Jeremy Dobbe in the Inmate Van Driver Program; (5) negligent supervision of Jeremy Dobbe in the Inmate Van Driver Program.

On June 25, 2013, Jeremy Dobbe was a duly authorized agent and/or employee of NDCS, which is an agency of the State of Nebraska. On said date, and in the aforementioned capacity, Jeremy Dobbe negligently operated a state-owned van for the NDCS Inmate Van Driving Program, causing the death of Joyce Meeks. Dobbe's negligence includes, but is not limited to: operating the vehicle while under the influence of drugs; operating the vehicle while under the influence of alcohol; operating the vehicle while impaired; failing to operate the vehicle in the proper lane by traveling across the roadway's centerline; violating *Neb. Rev. Stat. § 60-6,131;* violating *Neb. Rev. Stat. § 60-6,136*; violating Lincoln Municipal Code, Title 10, Chapter 10.14.100; driving at a speed that was greater than reasonable and proper with regards to traffic conditions and the use of the roadway; violating *Neb. Rev. Stat. § 60-6,185*; Violating *Neb. Rev. Stat. § 60-6,186;* violating Lincoln Municipal Code, Title 10, Chapter 10.14.250; operating the vehicle in a careless and reckless manner; operating the vehicle in a willfully reckless manner; violating Neb. Rev. Stat. § 60-6,212; violating *Neb Rev. Stat. § 60-6,213*; violating *Neb. Rev. Stat. §60-6,214*; violating Lincoln Municipal Code, Title 10, Chapter 10.14.290; violating Lincoln Municipal Code, Title 10, Chapter 10.14.300; failing to keep and maintain a proper lookout; and failing to keep the vehicle under reasonable control.

Dobbe's negligent conduct is vicariously attributed to the CCC-L, NDCS and the State of Nebraska through the doctrine of *respondeat superior*.

Additionally, CCC-L, NDCS and/or the State of Nebraska permitted Jeremy Dobbe to drive its vehicle when it knew, or in the exercise of reasonable care should have known, that Jeremy Dobbe was unfit to safely and competently drive a vehicle and should not have been entrusted, hired, retained and/or employed to drive the vehicle in the Inmate Van Driver Program. Dobbe was hired despite his extensive history of driving under the influence of alcohol, and other reckless driving convictions. CCC-L, NDCS and/or the State of Nebraska were negligent in their entrustment, hiring, retaining and employment of Dobbe in the Inmate Van Driver Program.

Lastly, CCC-L, NDCS and/or the State of Nebraska were negligent in supervising Jeremy Dobbe in the Inmate Van Driver Program. Jeremy Dobbe drove in a negligent and reckless manner that proximately resulted in the damages set forth below without supervision. Upon knowledge and belief, he also operated the vehicle while intoxicate or under the influence of alcohol and/or illegal drugs.

DAMAGES

As a proximate result of Jeremy Dobbe's and the NDCS's actions and/or omissions, the following damages were suffered and sustained:

Joyce Meeks was damaged as follows:

(1) Joyce Meeks suffered conscious prefatal injury fear and apprehension of impending death;
(2) Joyce Meeks suffered conscious pain and suffering until her death; and
(3) Joyce Meeks incurred medical expenses.

Joyce Meeks' heirs/next-of-kin were damaged as follows:

(1) Lost the financial support of Joyce Meeks;
(2) Lost the services of Joyce Meeks;
(3) Lost the comfort of Joyce Meeks; and
(4) Lost the companionship of Joyce Meeks.

Joyce Meeks' heirs were damaged as follows:

(1) Joyce Meeks' heirs incurred funeral expenses; and
(2) Joyce Meeks' heirs incurred memorial service expenses.

DEMAND AND CONCLUSION

Claimants, Leonard Meeks and Martell Buchanan, as Co-Special Administrators of the Estate of Joyce Meeks, deceased, demand the sum of Five Million Dollars $5,000,000, from the State of Nebraska, NDCS, CCC-L, NDCS Director Robert Houston, the unknown employees identified above and Jeremy Dobbe, and each of them, under the Nebraska State Tort Claims Act.

The above stated is true upon our best knowledge and belief.

Date: 7/18, 2013

Signed by:

Leonard Meeks, Co-Special
Administrator of the Estate of
Joyce Meeks, deceased,

Martell Buchanan, Co-Special
Administrator of the Estate of
Joyce Meeks, deceased

LANCASTER COUNTY)
) SS
STATE OF NEBRASKA)

The foregoing was acknowledged before me this 18 day of July 2013, by Leonard Meeks and Martell Buchanan, as Co-Special Administrators of the Estate of Joyce Meeks, deceased.

GENERAL NOTARY - State of Nebraska
SARAH E. PAUSTIAN
My Comm. Exp. May 6, 2017

Notary Public

213022898

State of Nebraska

Investigator's Motor Vehicle Accident Report

Sheet 1 of 1

002 Total Number of Vehicles | Local No./District 112 | Agency Case No. 83-055949 | HIT & RUN ○ YES ☒ NO | INVESTIGATION MADE AT SCENE? ☒ YES ○ NO | L 1

A/1 01 | DATE OF ACCIDENT (M M / D D / Y Y Y Y) 06-25-2013 | S ☐ M ☐ T ☒ W ☐ TH ☐ F ☐ S ☐ | TIME OF ACCIDENT (In Military Time) 2221 | STATE USE ONLY

A/2 | PLACE OF ACCIDENT | COUNTY Lancaster | POLICE NOTIFIED 2223 | LATITUDE

B 85 | CITY Lincoln | PRIVATE PROPERTY? YES ○ NO ☒ | LONGITUDE

ROAD ON WHICH ACCIDENT OCCURRED | STREET/HIGHWAY NO. VAN DORN / 18-19 | ONE-WAY STREET? YES ○ NO ☒

C 4 | DISTANCE FROM MILEPOST | FEET | N S E W | OF MILEPOST | HIGHWAY NO. | SHOULD LOCATION HAVE ENGINEERING STUDY? ○ YES ☒ NO

D 1 | IF AT INTERSECTION | NAME OF INTERSECTING ROADWAY | IF NOT AT INTERSECTION | ○ FEET ○ MILES | N S E W | OF NEAREST STREET, BRIDGE, RAILROAD CROSSING

V1/M 10 | IF ACCIDENT WAS OUTSIDE CITY LIMITS, INDICATE DISTANCE FROM NEAREST TOWN | MILES | N S E W | AND MILES | N S E W | OF NEAREST CITY OR TOWN

V2/M 01

E 1 | R. WORK ZONE CODES R1 1 R2 R3 R4 | S. PEDESTRIAN CLASSIFICATION CODES S1 S2 S3 S4 S5-a S5-b S6-a S6-b | DOES ACCIDENT INVOLVE DAMAGE TO STATE DEPT. OF ROADS' PROPERTY? ○ YES ☒ NO

VEHICLE NO. 1

F 1 | DRIVER LICENSE NO. [redacted] | STATE (Of License) NE | SEX ○ FEMALE ☒ MALE

V1/N 01 | DRIVER JEREMY J DOBBE | PHONE (402) 471-0740 | LOCAL NO.

V2/N 01 | DRIVER ADDRESS, CITY, STATE, ZIP 2720 W VAN DORN, , LINCOLN, NE, 68522 | DATE OF BIRTH (MM/DD/YYYY) 11-02-1977 | V1/1 18

01 | OWNER STATE OF NEBRASKA | PHONE (402) 471-2897 | LOCAL NO. | V1/2

G 2 | OWNER ADDRESS, CITY, STATE, ZIP 1414 M ST, , LINCOLN, NE, 68509 | CITATION ○ YES ☒ PENDING ○ NO | CITATION NO. | V1/3

H 5 | LICENSE PLATE GG NO. 16968 | YEAR (Plate Expires) | STATE (Of Plate) NE

V1/O 4 | VEHICLE YEAR 2011 | MAKE Ford | MODEL WSD | BODY STYLE Bus (seats 9-1 | COLOR WHI | ESTIMATED DAMAGE ☒ TOTALED $ 10000 | V1/4

V2/O 4 | VEHICLE ID NO. (VIN) 1FBNE3BL58DA12452 | INSURANCE COMPANY SELF INSURED | V1/5 18

TOWED TO 101 CHARLESTON | TOWED BY CAPITAL TOWING | POLICY NO. | V1/6 35

VEHICLE NO. 2

I 1 | DRIVER LICENSE NO. [redacted] | STATE (Of License) NE | SEX ☒ FEMALE ○ MALE

V1/P 8 | DRIVER JOYCE R MEEKS | PHONE ( ) | LOCAL NO.

V2/P 8 | DRIVER ADDRESS [redacted] CITY, STATE, ZIP | DATE OF BIRTH (MM/DD/YYYY) [redacted] | V2/1 18

OWNER JOYCE R MEEKS | PHONE ( ) | LOCAL NO. | V2/2 37

J 01 | OWNER ADDRESS [redacted] CITY, STATE, ZIP | CITATION ○ YES ○ PENDING ☒ NO | CITATION NO. | V2/3 42

V1/Q 1 | LICENSE PLATE PA NO. TG1317 | YEAR (Plate Expires) 2014 | STATE (Of Plate) | V2/4

V2/Q 1 | VEHICLE YEAR 2004 | MAKE Datsun/Nissan | MODEL Q35 | BODY STYLE Mini van | COLOR TAN | ESTIMATED DAMAGE ☒ TOTALED $ 10000

VEHICLE ID NO. (VIN) 5N1BV28U64N350749 | INSURANCE COMPANY UNKNOWN | V2/5 18

K 01 | TOWED TO 101 CHARLESTON | TOWED BY CAPITAL TOWING | POLICY NO. | V2/6 36

Complete this section for all injured persons

(Complete a continuation report, if more than three were injured)

VEH. #	NAME / ADDRESS	DATE OF BIRTH (MM/DD/YYYY)	1 Seat Position	2 Eject	3 Body Region	4 Injury Sev.	5 Trans.	SEX M F
1	Jeremy J Dobbe , 2720 W Van Dorn, , Lincoln, Ne, 68522	11-02-1977	01	1	12	3	2	M
	LOCAL NO. / MEDICAL FACILITY NAME / EMS SERVICE NAME / EMS RUN REPORT NO.							
2	Joyce R Meeks , [redacted]	[redacted]	01	5	11	1	4	F
	LOCAL NO. / MEDICAL FACILITY NAME / EMS SERVICE NAME / EMS RUN REPORT NO.							
	LOCAL NO. / MEDICAL FACILITY NAME / EMS SERVICE NAME / EMS RUN REPORT NO.							

DR Form 40, Jan 09

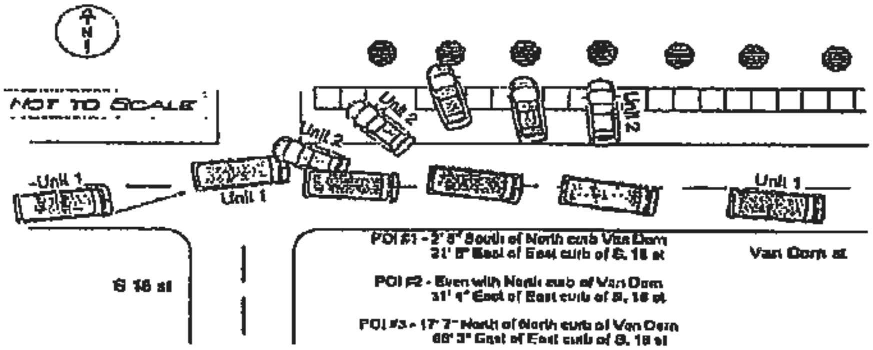
THIS FORM REPLACES DR FORM 40, JAN 01
PREVIOUS EDITIONS WILL BE DESTROYED

THE FOLLOWING INFORMATION IS REQUIRED FOR ALL ACCIDENTS

INDICATE BY DIAGRAM WHAT HAPPENED

AGENCY CASE NO.
B3-056949

Indicate North by Arrow



POI #1 - 2' 5" South of North curb Van Dorn
31' 5" East of East curb of S. 16 st

POI #2 - Even with North curb of Van Dorn
31' 1" East of East curb of S. 16 st

POI #3 - 17' 7" North of North curb of Van Dorn
66' 3" East of East curb of S. 16 st

POR Veh #1:
Front Driver Tire - 191' 10" East of East curb of S 16 st
54" North of North curb of Van Dorn

Rear Passenger Tire - 182' 2" East of East curb of S 16 st
11' North of South curb of Van Dorn

POR Veh #2:
Front Driver Tire - 110' 9" East of East curb of S 16 st
12' 3" North of North curb of Van Dorn

Rear Passenger Tire - 116' 10" East of East curb of S 16 st
1' 8" North of North curb of Van Dorn

All measurements approx

DESCRIPTION OF ACCIDENT BASED ON OFFICER'S INVESTIGATION

Officers were dispatched to a traffic accident in the 1800 block of Van Dorn st. Upon arrival officers observed 2 vehicles involved in the accident and 2 witnesses to the accident were located. It was determined, through witness statements, that vehicle 1 was EB on Van Dorn street at a high rate of speed and driving erratically. Vehicle 2 was WB on Van Dorn street. Witnesses indicated that vehicle 1 crossed the center lane and struck vehicle 2 in a nearly head on collision. Both vehicles sustained significant damage. The driver of vehicle 1 was transported to the hospital with non life-threatening injuries. The driver of vehicle 2 was pronounced deceased at the scene of the accident. Both vehicles were towed to the impound lot.

PROPERTY

OBJECT DAMAGED	OWNER NAME / ADDRESS	PHONE	APPROX. COST OF DAMAGE
BUSH	CITY OF LINCOLN , 555 S 10 ST, , LINCOLN, NE, 68508	(402) 441-7864	$ 100
		( )	$

WITNESSES

NAME / ADDRESS	PHONE
COLIN KOEHLER , 6700 TANGLEWOOD LN LINCOLN NE 68516	(402) 421-2036
GEORGE WEAVER JR , 2035 NW 55 ST LINCOLN NE 68528	(402) 318-6813

VEHICLE MOVEMENT BEFORE COLLISION

VEH NO.	N	S	E	W	ROAD OR HIGHWAY NAME
1			X		Van Dorn
2				X	VAN DORN

1	03
2	01

01 Essentially straight ahead
02 Backing
03 Changing lanes
04 Overtaking/ Passing
05 Turning right
06 Turning left
07 Making U-turn
08 Entering traffic lane
09 Leaving traffic lane
10 Parked
11 Slowing or stopped in traffic
12 Other
13 Unknown

POINT OF IMPACT AND MOST DAMAGED AREA
(Enter numbers for each vehicle)

	VEHICLE 1		VEHICLE 2
POINT OF IMPACT	08	POINT OF IMPACT	08
MOST DAMAGED AREA	08	MOST DAMAGED AREA	08

00 None
09 Top & windows
10 Undercarriage
11 Total (all areas)
12 Other

AIRBAG DEPLOYED
VEHICLE 1: 1
1 Deployed - front
2 Deployed - side
3 Deployed - both front/side
4 Not deployed
5 Not applicable/ No airbag available
6 Unknown
VEHICLE 2: 1

RESTRAINT USE
VEHICLE 1: 9
1 None used - vehicle occupant
2 Lap & shoulder belt used
3 Shoulder belt only used
4 Lap belt only used
5 Child safety seat used
6 Child booster seat used
7 DOT approved helmet used
8 Costume helmet used
9 Restraint use unknown
VEHICLE 2: 9

TOTAL OCCUPANTS	VEH 1	001	VEH 2	001

ALCOHOL TESTING	Driver No. 1		Driver No. 2		Pedestrian	
ALCOHOL LEVEL TESTED	Y	X	Y		Y	
	N		N	X	N	
BAC LEVEL						

ALCOHOL/ DRUGS SUSPECTED	Driver No. 1	Driver No. 2
	5	5

1 Neither alcohol nor drugs suspected
2 Yes - alcohol suspected
3 Yes - drugs suspected
4 Yes - alcohol & drugs suspected
5 Unknown

OFFICER ID.: 1566
TROOP/ TEAM/ BEAT: 4A
DEPARTMENT: 5501 Lincoln Police Department
Photographs taken? ☒ YES ○ NO

INVESTIGATOR NAME *(Print or Type)*: Eric Messersmith
INVESTIGATOR SIGNATURE: Digital Certificate with Nebraska Crime Commission
DATE OF REPORT: 08/27/2013


Joyce Meeks

Proprietary Information

Business Continuity Plan

13 Pages

K

Claim reports are reviewed and reconciled on a monthly basis and are tied out to other worksheets prepared by NRMA, Inc. If issues arise in the reconciliation, they are resolved immediately. Reconciliations must be completed prior to any information being sent out to clients. The bank accounts are also reconciled and reviewed on a monthly basis and any issues noted are resolved immediately so there are no problems carried over from month to month. All reconciliation reports are reviewed by individuals other than those who prepared the reconciliation and this is documented by the individual signing off as completing the review.

Claims information and reports are delivered to clients on regular monthly, quarterly and annual schedules. In addition, special reports are prepared as requested. Procedures for reports are as follows:

> Month End Reports: Regular claims activity is reported to clients immediately following month end closing and balancing. Month end reports for external distribution are saved in a password protected pdf format and emailed to the appropriate party. Month end reports for internal distribution are prepared as paper copies and provided to the appropriate staff members. All reports are also stored electronically. Paper copies maintained by the Information Systems Manager are shredded after the year end audit is complete.
>
> Quarter and Annual Reports: Quarter and annual reports are run and distributed immediately following the end of the quarter or year closing and balancing. Quarter and annual reports are distributed as password protected pdf or excel files via email to external parties such as brokers, excess carriers, actuaries, accountants and clients in pdf or excel format. Quarter and annual reports are prepared as paper copies and provided to the appropriate staff members.
>
> Special Request Reports: Reports are designed/generated/verified upon receipt of a written request. If a new report is requested from an external party other than the client, permission is obtained from the client before the report is generated and distributed. Reports prepared for external distribution are saved in a password protected pdf or excel format and emailed to the authorized party. Reports prepared for internal distribution are prepared as paper copies and provided to the appropriate staff members.

GENERAL COMPUTER CONTROLS

INFORMATION SECURITY

Information Security Policies

Information security policies are written and included in the employee handbook. These policies address the following topics:

1. Proprietary and confidential information
2. Personal conduct
3. Monitoring electronic communications
4. Password policy
5. Mobile device security
6. Visitor access
7. Disposal of equipment
8. Data breach

APPLICATION SECURITY

RISKMASTER is a web browser application, which means the user's computer (the client or NRMA, Inc. staff) is the requesting machine and the server is the supplying machine. The NRMA, Inc. staff performs all of the application processing. The data within the application is segregated by the organizational hierarchy in the consolidated database. The organizational hierarchy drives all access and the business entity security is based completely on this hierarchy. A user must be given access to a specific hierarchy level in order to view any information for that client/location/department. Access can be granted either individually or by groups.

The Security Group assigns access to the RISKMASTER application based on user groups created or modified by the Information Systems Manager. The Information Systems Manager is responsible for administering user privileges and the business entity security module. Any unusual permission for a job function (additional access is requested for a user greater than his or her job function normally requires) is discussed fully with the Executive Director before said change is made. Hierarchy levels represent clients, and therefore users can only modify information pertaining to clients to which they have been assigned.

NETWORK AND SERVER SECURITY

Users are able to access the RISKMASTER system from any computer system with Internet Explorer 7 or above, providing they have the correct url, user name, and password.

- Security Management System is enabled through the user section of security management. Only the Information Systems Manager and the Executive Director are authorized users. All guest auditor user identifications are disabled upon completion of work.
- A third party vendor is used on a 24/7 basis for monitoring server availability.
- A CISCO ASA5505 firewall is utilized to restrict outside access. Only necessary ports are forwarded to the internal network and all other incoming traffic is stopped.
- Individual computer systems automatically log out if unused for 30 minutes.

The Information Systems Manager corresponds with the network administrators regarding any terminated employees. The Information Systems Manager then verifies that the system access provided to the terminated user has been removed.

NRMA, Inc. is using Symantec cloud endpoint antivirus to protect the PCs and servers from virus attacks. Virus definitions are updated daily at 2:00 am and a full scan of each PC and server are performed each Sunday at 2:00 am.

Microsoft Windows updates are also a crucial part of Windows security. Microsoft Windows updates are controlled by Labtech Patch Management. Windows updates are controlled from a central location with Labtech pushing out updates every third Thursday of the month starting at 8:00 PM to improve manageability. Server updates are managed by a Five Nines Engineer to approve, install and reboot servers at time of updates. Backups are monitored each day with a report sent to the primary engineer at Five Nines.

Installed network equipment is monitored for security breaches by software overseen by Five Nines. Five Nines will notify the Information Systems Manager if a possible breach has been identified.

At that time, Five Nines also reviews the Windows updates, backups (Automated), and Labtech (Automated).

PHYSICAL SECURITY

The servers and network equipment all reside in the NRMA, Inc. Lincoln office. The backups are housed off-site on a dedicated machine. A Firewall is in place as well. The office itself is secured through an elevator and stairwell key system, which prevents unauthorized individuals from gaining access to the interior of the floors that NRMA, Inc. resides on. Building access is restricted by a tenant controlled intercom (EntraGuard) system that utilizes the tenant phone. It is open to the public from 7:30 AM to 5:30 PM Monday thru Friday and 8:00 AM to Noon on Saturday. A key is required at all other times.

Office access is available to the public from 8:00 AM to 5:00 PM Monday thru Friday and requires key access (via elevators or stairs) at all other times.

The data center requires an additional level of key security, which is given only to the Information Systems Manager and the Executive Director of NRMA, Inc. The data center walls extend from floor to ceiling to further prevent unauthorized entry.

ENVIRONMENTAL CONTROLS

The CenterStone Building complex includes the following environmental prevention and detection resources:

- The building's fire alarm panel is monitored 24/7 by a UL approved central station. It is monitored by Security Equipment Incorporated, located in Omaha, Nebraska.
- The building has sprinkler systems on all floors.
- Two Universal Power Supplies are utilized in the data center. The UPS processes the incoming power supply and provides a constant voltage level to the equipment connected to the unit. The UPS is capable of providing battery back-up for a limited amount of time.
- The data center has a dedicated heat pump whose fan is on at all times for circulating and cooling. The data center also utilizes a separate thermostat to control the temperature inside the data center.
- A fire extinguisher, safe for electronic equipment, is also maintained outside of the data center.
- A Geist RAC10 small space cooling unit provides additional protection in case of heat pump or air conditioning failure.

APPLICATION SYSTEM IMPLEMENTATION AND MAINTENANCE

Normal Changes that can be implemented by Information Systems Manager

Users or clients can request changes to the RISKMASTER application. All changes must be submitted in written form. The written request is sent to the Information Systems Manager for assessment.

Upon receiving the written request, the Information Systems Manager determines whether the change is feasible and workable within the present setup. If the request is made by a client, a cost estimate will be developed by the Information Systems Manager for completion of the project. Consultation with the Executive Director and relevant Claims Manager is held before requests are approved. Upon approval, a timeframe is assigned and communicated to the Executive Director and client. The project status is also communicated to the Executive Director and client on a predetermined schedule.

The Information Systems Manager performs the changes and testing. Depending on the nature of the change, it may be first implemented and tested in the training database. Once testing is satisfactorily completed, the changes are implemented into the live database where it is again tested. If the change is minor, it is implemented directly into the live database and initial testing done there. Users may assist in performing testing for the change and, if assistance is provided, will provide a sign off to the Information Systems Manager for the proper functionality of the change.

Regular releases are installed on an as needed basis. Release notes are reviewed for necessity of updates. Before installing any new release, a copy of the live database is saved to the training database. When releases are implemented, they are first installed and tested on the training database. Functions that are tested include EDI functions, report generation, financial history, a general review of random claim files, and any other function specifically identified in the release notes. Once testing is completed to the Information Systems Manager's satisfaction, the release is then installed on the live database.

Emergency Changes and Issues

The Information Systems Manager initiates emergency or critical changes that cannot be performed internally by contacting the RISKMASTER help desk and outlining the outstanding issue or problem. After submission to the RISKMASTER help desk, it is assigned to a representative who is knowledgeable with that particular area. An issue number is assigned for internal tracking by RISKMASTER. They will review the problem and either e-mail the solution or set up a web meeting to walk through the problem and resolve it. Critical issues are usually accomplished within a week.

Backup and Recovery of RISKMASTER

The databases that reside on the NRMA, Inc. server are backed up twice daily, dumping to the hard drive of the server. Transaction logs are backed up every four hours. The backup of the databases are copied nightly to an offsite machine.

Backups are being taken by Shadow Protect. Shadow Protect is an imaged based backup. Every hour between the hours of 7:00 AM and 6:00 PM an incremental backup is taken. Then at midnight the backups that were taken that day are rolled up into one backup. That backup is then sent offsite to a remote location. Each week the seven daily images are consolidated into a weekly image and the same happens with monthly's. Five Nines has automated the way backups are monitored. A report is sent to the primary engineer each day outlining if there were any failures and if offsite transfers are behind or on schedule. If anything needs attention, a Five Nines Engineer takes care of the issue.

A contract with Five Nines provides disaster recovery testing of all data to ensure all backups are working correctly. Testing is performed on the system whenever changes to the server environment occur (i.e. new server).

USER CONTROL CONSIDERATIONS

CONTROL OBJECTIVES AND RELATED CONTROLS

NRMA, Inc.'s control objectives and related controls are included in Section IV of this report and not included in Section III to eliminate duplication in this report. Although the control objectives and related controls are included in Section IV of this report, they are an integral part of NRMA, Inc.'s description of controls.

SIGNIFICANT CHANGES IN NRMA, INC. CONTROLS

During the current period, no significant changes have been made to the RISKMASTER software. A new module, however, was installed to facilitate the electronic bill review.

COMPLEMENTARY USER CONTROLS

Controls at NRMA, Inc. cover only a portion of the overall internal control that would be of interest to user organizations. It is not feasible for the control objectives relating to transaction processing to be solely achieved by NRMA, Inc. The user organization's internal controls must also be evaluated in conjunction with NRMA, Inc.'s description of controls provided by management in this report.

This section highlights certain internal control responsibilities that NRMA, Inc. believes should be present for the user organization. In order for user organizations to rely on the controls reported herein, user organizations must evaluate their own internal controls and determine if the following procedures are in place. Furthermore, the controls listed below are intended to only address those control objectives relating to the processing systems of NRMA, Inc. Accordingly, this list does not purport to be and is not a complete listing of the controls that provide a basis for the assertions underlying user organization's financial statements.

1. Controls should be in place at the user location to provide reasonable assurance that physical access to computer equipment, storage media, and user documentation at the user location is limited to properly authorized individuals.
2. Controls should be in place at the user locations to provide assurance that specifically defined application password controls implementing strong passwords are utilized by their end-users of the application interfacing with the NRMA, Inc. applications, as well as periodic changing of the password.
3. Controls should be in place at the user location to provide assurance that only appropriate individuals have the ability to re-enable a terminal after it has been disabled due to password security violations.

NEBRASKA RISK MANAGEMENT ASSOCIATION, INC.

Independent Auditor's Report

Financial Statements – June 30, 2017 and 2016

TKB Certified Public Accountants

Thomas, Kunc & Black, LLP

300 North 44th Street, Suite 200
Lincoln, Nebraska 68503-3415

Phone (402) 467-2700
FAX (402) 467-2701

TKB Certified Public Accountants
Thomas, Kunc & Black, LLP

Independent Auditor's Report

To the Board of Directors
Nebraska Risk Management Association, Inc.
Lincoln, Nebraska

We have audited the accompanying financial statements of Nebraska Risk Management Association, Inc., which comprise the statements of financial position as of June 30, 2017 and 2016 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nebraska Risk Management Association, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Thomas, Kunc and Black, LLP

Lincoln, Nebraska
August 11, 2017

NEBRASKA RISK MANAGEMENT ASSOCIATION, INC.

Statements of Financial Position

June 30, 2017 and 2016

Assets

	2017	2016
Current assets:		
Cash and cash equivalents	$ 656,242	918,322
Accounts receivable	15,650	9,150
Due from related party	144,681	141,414
Prepaid expenses and deposits	12,653	14,864
Total current assets	829,226	1,083,750
Organizational costs	1,000	1,000
Less accumulated amortization	(1,000)	(1,000)
Total assets	$ 829,226	1,083,750

Liabilities and Net Assets

	2017	2016
Current liabilities:		
Due to State of Nebraska	$ 180,828	502,924
Accrued compensation and expenses	161,732	157,633
Payroll withholding and expense payable	1,322	-
Income taxes payable	1,211	17,569
Total current liabilities	345,093	678,126
Net assets:		
Unrestricted	484,133	405,624
Temporarily restricted	-	-
Permanently restricted	-	-
Total net assets	484,133	405,624
Total liabilities and net assets	$ 829,226	1,083,750

NEBRASKA RISK MANAGEMENT ASSOCIATION, INC.

Statements of Activities and Changes in Net Assets

For the years ended June 30, 2017 and 2016

	2017	2016
Unrestricted revenue:		
Service revenue	$ 2,595,679	2,453,052
Interest income	2,655	793
Total revenue	2,598,334	2,453,845
Unrestricted expenses:		
Program services:		
Salary and wage expense	1,782,639	1,672,973
Payroll tax expense	129,583	119,210
Employee benefits expense	303,228	287,216
Retirement plan expense	169,566	158,042
Professional fees	22,356	24,218
Rent	14,200	12,500
Insurance	22,894	31,494
Income tax expense	28,411	26,969
Office expense	8,773	8,910
Publications, dues and subscriptions	17,077	14,724
Vehicle expense	4,700	10,000
Computer expense	2,400	1,629
Utilities and telecommunications	3,000	3,600
Other	10,998	6,047
Total program services	2,519,825	2,377,532
Support services:		
Management and general	-	-
Total expenses	2,519,825	2,377,532
Change in unrestricted net assets	78,509	76,313
Unrestricted net assets at beginning of year	405,624	329,311
Unrestricted net assets at end of year	$ 484,133	405,624

NEBRASKA RISK MANAGEMENT ASSOCIATION, INC.

Statements of Cash Flows

For the years ended June 30, 2017 and 2016

	2017	2016
Cash flows from operating activities:		
Increase in net assets	$ 78,509	76,313
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
(Increase) decrease in operating assets:		
Accounts receivable	(6,500)	(9,150)
Due from related party	(3,267)	(5,710)
Prepaid expenses and deposits	2,211	1,593
Increase (decrease) in operating liabilities:		
Due to State of Nebraska	(322,096)	186,696
Accrued compensation and expenses	4,099	6,614
Deferred revenue	-	(8,410)
Payroll withholding and expense payable	1,322	-
Income taxes payable	(16,358)	12,505
Net cash provided by operating activities	(262,080)	260,653
Net increase (decrease) in cash and cash equivalents	(262,080)	260,653
Unrestricted cash and cash equivalents at beginning of year	918,322	657,669
Unrestricted cash and cash equivalents at end of year	$ 656,242	918,322
Supplemental disclosures of cash flows information:		
Cash paid during the year for:		
Income taxes	$ 44,769	14,465
Interest expense	$ -	-

NEBRASKA RISK MANAGEMENT ASSOCIATION, INC.

Notes to Financial Statements

June 30, 2017 and 2016

(1) Organization and summary of significant accounting policies:

(a) Organization:

Nebraska Risk Management Association, Inc. (the Company) was organized in December 2003 to lessen the burden of government through the provision of educational, administrative, training and related support services to governmental entities and agencies as well as non-profit organizations, their employees, and providers regarding risk management and insurance. The Company provides third party administrative services to intergovernmental pools and governmental agencies.

(b) Financial statement presentation:

Generally accepted accounting principles require non-profit organizations to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, which represents the expendable resources that are available for operations at management's discretion; temporarily restricted net assets, which represents resources restricted by donors as to purpose or by the passage of time; and permanently restricted net assets, which represents resources whose use by the organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the organization. The Company had no temporarily or permanently restricted net assets for the years ended June 30, 2017 and 2016.

(c) Estimates:

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

(d) Cash and cash equivalents:

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

(e) Functional expenses:

Expenses incurred in connection with the operation of the Company have been summarized on a functional basis in the Statement of Activities.

(f) Compensated absences:

Employees of the Company are entitled to paid vacation and sick days depending on the length of service. The Company accrued $113,677 and $111,763 for vacation days as of June 30, 2017 and 2016, respectively. Employees are not paid for unused sick days; therefore no liability has been recorded in the financial statements.

(2) Organizational costs:

Organizational costs represent amounts spent on professional fees to organize the Company. The organizational costs were amortized over 60 months using the straight-line method.

(3) Due to State of Nebraska:

The Company contracted with the State of Nebraska to provide claims services for the State's auto liability, first party auto, first party real and personal property, foster parents, employee dishonesty, and crime insurance program commencing on July 1, 2006. The State paid the Company an initial deposit of $100,000 to be held in a bank account for the payment of claims, claims expenses, and other program expenses. The Company established a separate bank account for the State's claims funding. The balance held in a separate bank account on behalf of the State for claims funding for the years ended June 30, 2017 and 2016 was $180,828 and $502,924, respectively.

(4) Income taxes:

The Company is a Nebraska Public Benefit corporation and is subject to federal and state income tax laws. Income taxes are computed based on the tax effects of transactions reported in the financial statements. The amount of income tax expense for the years ended June 30, 2017 and 2016 consists of the following:

		2017	2016
Current:			
Federal	$	22,734	21,510
State		5,677	5,459
	$	28,411	26,969

The Company adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken on a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

The Company has analyzed tax positions taken for filings with the Internal Revenue Service and the state in which it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2017 and 2016.

The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Company believes it is no longer subject to income tax examinations for years prior to 2013.

The Company's policy is to classify income tax related interest and penalties in interest expense and other expenses, respectively.

(5) Related party transaction:

The Company has a contract with NIRMA and NIRMA II to provide all necessary services for the day-to-day operation and management of NIRMA and NIRMA II. The Company's board of directors is comprised of five individuals. Three of the directors consist of the chairman of the board, vice chairman of the board, and executive director of Nebraska Intergovernmental Risk Management Association (NIRMA).

The Company received payments from related parties, which are included in service revenue. The Company received $830,787 (2017) and $801,775 (2016) from NIRMA and $834,312 (2017) and $809,275 (2016) from NIRMA II. The Company maintains a receivable from the related parties in the amounts of $144,681 (2017) and $141,414 (2016). The Company also rents office space on a month to month basis from NIRMA at a rate of $1,183 (2017) and $1,042 (2016). The rent expense was $14,200 (2017) and $12,500 (2016).

(6) Retirement plan:

The Company maintains a 401(k) profit sharing plan for all employees. The Company may make matching contributions, non-elective or discretionary contributions, or required minimum contributions. An employee must have completed six months of service and be at least 21 years of age in order to make elective contributions. The Company matches 100% of the salary reduction contributions up to the first 3% of the compensation plus 50% of aggregate contributions of the next 2% of compensation (maximum 1%). In addition, the Company will also contribute 6% of an employee's wages after two years of service. Retirement plan expense was $169,566 and $158,042 for the years ended June 30, 2017 and 2016, respectively.

(7) Concentrations:

Credit risk:

The Company maintains its cash accounts in a commercial bank located in Nebraska. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. In order to increase the yield on deposited funds, the Company also deposits excess funds with the same bank under a Short Term Federal Investment Trust (STFIT) agreement. Under the agreement, the bank is designated as managing agent and is empowered to manage the assets to achieve the investment objective of a high rate of return while investing in U.S. Government and Federal Agency securities. The securities are guaranteed as to principal and interest by the U. S. Government or its agency issuing the obligation. As part of the agreement, the bank automatically transfers funds to and from the checking accounts as needed based on certain predetermined balance requirements. The Company had no balances exceeding the FDIC limits for the years ended June 30, 2017 and 2016.

Revenue risk:

The Company received approximately 82.89% (2017) and 85.15% (2016) of its revenues from third party administration and 17.01% (2017) and 14.84% (2016) of its revenues from legal defense fees.

The Company received approximately 65.13% (2017) and 66.99% (2016) of its revenues from related parties. See Note 5 regarding related party transactions.

(8) Financial statement presentation:

Amounts for 2016 have been reclassified in some instances to conform with current statement presentation.

(9) Subsequent events:

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through August 4, 2017, the date the financial statements were available to be issued. There were no subsequent events that require disclosure and/or adjustment in these financial statements.

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NRMA has completed two conversion projects of similar size, scope and complexity. The first was the State of Nebraska in 2006 and then Nebraska Community College Insurance Trust (NCCIT) in 2007.

On the State of Nebraska claim conversion, the contract was signed on May 23, 2006 and the conversion was finalized as of August 2016.

We contracted with our RMIS partner of the time, RiskMaster, to perform the data conversion of the State's data into NRMA's RiskMaster system.

The State Risk Manager is Shereece Dendy-Sanders, phone: 402-471-4436, Fax: 402-471-2800, shereece.dendy-sanders@nebraska.gov

Upon contract acceptance, work began immediately on the claim conversion. Initially claims were handled manually and then when the claim conversion was completed, all interim data was input and data was live as of the end of August 2016.

The original budget was up to $12,000 of NRMA staff time and $22,935 - $26,400 for RiskMaster time. The project was completed with a final amount of $6,105 for NRMA staff time and $22,964 for RiskMaster time.

NRMA staff worked closely with the assigned RiskMaster staff to map, implement, test and finalize the data necessary to complete the historical conversion of the claims data. The historical claim conversion passed final testing and was fully implemented by August 31, 2006.

On the NCCIT conversion, the contract was signed on June 29th, 2007 and we were able to start handling new claims as of July 1, 2007 with our RMIS system. Historical claim conversion was to be completed as soon as possible.

We contracted with our RMIS partner of the time, RiskMaster, to perform the data conversion of NCCIT's data into NRMA's RiskMaster system.

The current President of NCCIT is Dave Koebel, MCC College Business Officer, phone: 531-622-2391, Fax: 402-402-3322, dkoebel@mccneb.edu

Upon contract acceptance and due to the fact we had little to no lead time, we set-up temporary claims in RiskMaster for current open NCCIT claims to enable NRMA staff to adjust those immediately while the historical conversion took place. Work on the conversion with our RMIS partner of the time, RiskMaster, began in July and concluded in September.

The initial budget was for $7,500 for NRMA staff time and $14,300 for RiskMaster staff time. The project was completed with a final amount of $4,021 for NRMA staff time and $13,585 for RiskMaster time.

NRMA staff worked closely with the assigned RiskMaster staff to map, implement, test and finalize the data necessary to complete the historical conversion of the claims data. The historical claim conversion passed final testing and was fully implemented by September 30, 2007.

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PERSONAL PROFILE

Name: Peter E. Eiden, AIC

Job Title: Property / Liability Claim Manager

Office Location: 100 N. 12th Street, Suite 200, Lincoln NE

Responsible For: General oversight of the Property / Liability Claims Division and all loss and claim assignments that are received. Responsible to see that staffing and allocation of resources are properly maintained within the operating unit. Assist in development of the claim system to efficiently and effectively manage and handle data to provide a superior level of information on all losses handled.

Maintains a current file load for hands on claims handling.

Professional Experience: NRMA Property/Liability Claims Manager 2004 – Present

Responsible for handling and oversight of all claims for public entities that are members of the risk pool created for that purpose. Currently this includes 87 members of which 80 are Nebraska Counties.

Duties also include managing the claim operations unit for any accounts for which NRMA acts strictly as a TPA including the Nebraska Community College Insurance Trust and the State of Nebraska.

GAB Robins North America Inc 1977 – 2004

Has held various positions beginning as a trainee multiline adjuster in Sioux City IA. Began career in Claims Management when assigned Branch Manager at the location in 1980. Promoted to Branch Manager for the State of Nebraska in 1988 and managed multiple locations across the state. Responsibilities for all budget items, vendor contracts and personnel matters as well as day to day operations of the independent claim adjusting business.

During the tenure with GAB Robins was also given the General Adjuster designation and handled directly property and liability losses in excess of $1 million.

Education: Augsburg College, Minneapolis MN – BA in 1976

Golden Valley Lutheran College, Minneapolis MN – AA in 1974

Professional Designations:	Associate In Claims - 1981
	American Education Institute Claims Law I-II - 1984
	Casualty General Adjuster (GAB Robins) - 2002
	Claims Litigation Management Fellow – 2015
References:	Charles Campbell, Angle, Murphy and Campbell Law Firm, York NE
	Frank Peterson, County Reinsurance Limited, Clemmons NC
	Bill Foster, Munich Re Insurance Company, Princeton NJ

PERSONAL PROFILE

Name : John A. Christensen, AIC

Job Title: Property / Liability Claim Adjuster

Office Location: 100 N. 12th Street, Suite 200, Lincoln NE

Responsible For: Responsible for adjustment of all losses and claims as assigned. Completes full and thorough investigations and provided detailed loss information for evaluation and record keeping in the risk management system.

Professional Experience:

NRMA 2006 – Present

Responsible for handling of all claims as assigned for the public entity risk pool. Claims also handled as TPA for Nebraska Community College Insurance Trust and the State of Nebraska.

Cincinnati Insurance Company 1994 - 2006

Completed investigations of property, casualty and workers compensation claims. Interpreted coverages and made recommendations for conclusion of claims. Managed both subrogation recovery files as well as litigation management. Member of the company first response storm team.

Allied Group Insurance 1991 – 1994

Handled property claims. Worked on storm team as well as field adjustment of property losses.

Education: University of Nebraska, Lincoln NE - 1987 – 1991 Economics

Professional Designations: Associate In Claims - 1981

References:

David Dudley, Baylor Law Firm, Lincoln NE

Frank Peterson, County Reinsurance Limited, Clemmons NC

Rich Hanneman, Metropolitan Community College, Omaha NE

PERSONAL PROFILE

Name:	William H. Hilton, AIC, CPCU	
Job Title:	Property / Liability Claim Adjuster	
Office Location:	100 N. 12th Street, Suite 200, Lincoln NE	
Responsible For:	Responsible for adjustment of all losses and claims as assigned. Completes full and thorough investigations and provided detailed loss information for evaluation and record keeping in the risk management system.	
Professional Experience:	NRMA	2008 – Present
	Responsible for handling of all claims as assigned for the public entity risk pool. Claims also handled as TPA for Nebraska Community College Insurance Trust and the State of Nebraska.	
	National Farmers Union Insurance	1996 - 2006
	Handled all lines of property and casualty claims. Interpreted coverages and made recommendations for conclusion of claims. Managed both subrogation recovery files as well as litigation management. Worked independently in satellite office.	
	GAB Business Services Inc	1988 – 1996
	Multiline independent claim adjuster handling property and casualty claims. Handled claims both in house and via field investigations.	
Education:	Northern State University, Aberdeen SD – BS - 1988	
Professional Designations:	CPCU - 2006	
	Associate In Claims - 1993	
References:	Robert Keith, Engles, Ketcham, Olson & Keith Law Firm, Omaha NE	
	Frank Peterson, County Reinsurance Limited, Clemmons NC	
	Cindy Whiteaker, Princeton Excess and Surplus Lines, Raleigh NC	