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Financial security
for the long run®



Making life **easier.**

Service is partnership.

We are pleased to respond to your request for proposal and would welcome the opportunity to become your group insurance provider.

Our goal is to earn our clients' business every day, and we are proud to report

100%

of them are satisfied with us.

Client Satisfaction Survey, Gestalt, Inc. 2015



**Group Life and AD&D proposal
prepared by:**
Minnesota Life Insurance Company, a
Securian Company

State of Nebraska

RFP 5953 Z1
Technical Proposal

Bryan Walworth
Regional Sales Vice President, Southwest Region
651-665-4866
bryan.walworth@securian.com

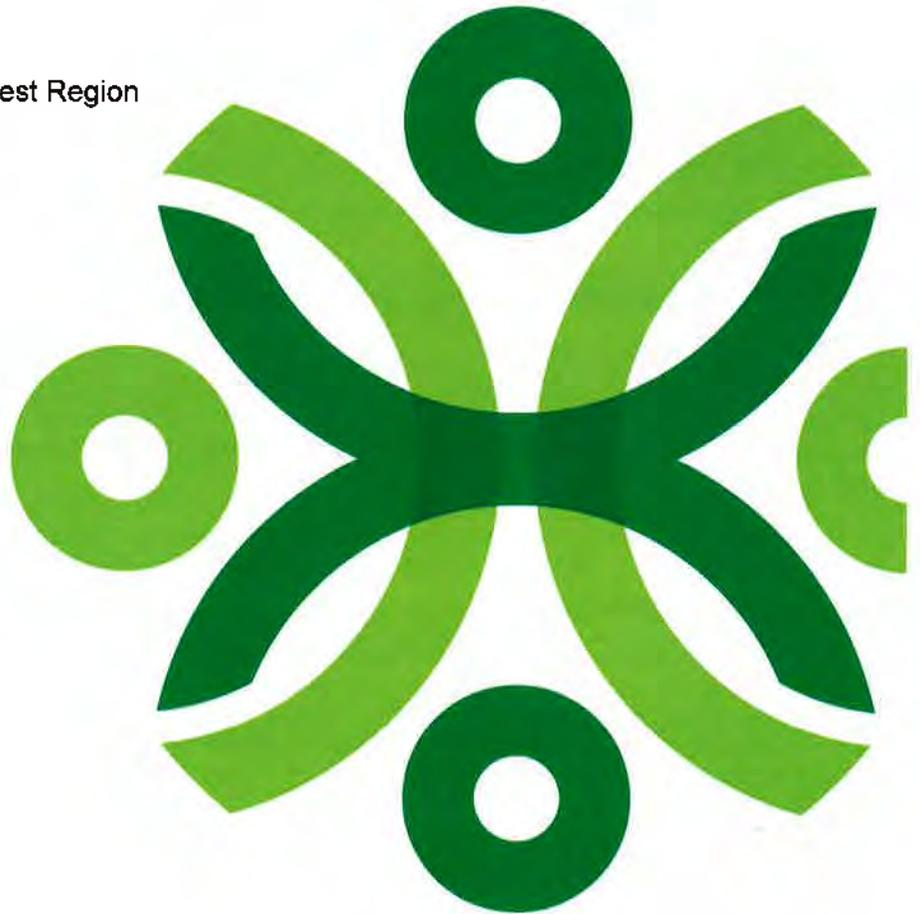


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State of Nebraska RFP 5953 Z1

December 10, 2018

Teresa Fleming, Buyer
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Re: RFP for Contractual Services, No.5953 Z1

Dear Teresa,

Securian Financial Group is pleased to present this proposal for Life and AD&D Insurance for employees of the State of Nebraska (State). We are committed to performing the services as outlined in the RFP and we acknowledge receipt of Addenda 1-4.

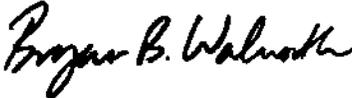
The following plan enhancements have been offered at no additional cost, please refer to the plan enhancement document for more information:

- Increased Supplemental Life Coverage Multiples
- Guaranteed Coverage Increases due to Salary Increases
- Additional voluntary AD&D Coverage Multiples
- Tailored and Targeted Marketing Campaign
- Family Status Change – Coverage Increase Opportunity
- Special Open Enrollment Opportunity
- Enhanced AD&D Benefit
- Portability

Our focus is on making the lives of clients easier and the lives of employees more financially secure. We do this from a position of unquestionable strength and with a reputation of exceptional service.

Get to know us, and start seeing life in a whole new way.

Sincerely,



Bryan Walworth
Regional Sales Vice President, Southwest Region
651-665-4866
bryan.walworth@securian.com

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REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

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

FIRM:	Minnesota Life Insurance Company, a Securian company
COMPLETE ADDRESS:	400 Robert St. N., Saint Paul, MN 55101
TELEPHONE NUMBER:	(651) 665-4895
FAX NUMBER:	(651) 665-1541
DATE:	December 10, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Paul Rudeen, Vice President & Actuary

Form A
Bidder Contact Sheet
Request for Proposal Number 5953 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Minnesota Life Insurance Company, a Securian company
Bidder Address:	400 Robert St. N., Saint Paul, MN 55101
Contact Person & Title:	Tracy Sandell, Senior Proposal Analyst
E-mail Address:	tracy.sandell@securian.com
Telephone Number (Office):	(651) 665-4894
Telephone Number (Cellular):	N/A
Fax Number:	(651) 665-1541

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:	Minnesota Life Insurance Company, a Securian company
Bidder Address:	400 Robert St. N., Saint Paul, MN 55101
Contact Person & Title:	Bryan Walworth, Regional Sales Vice President
E-mail Address:	Bryan.walworth@securian.com
Telephone Number (Office):	(651) 665-4866
Telephone Number (Cellular):	(651) 746-9602
Fax Number:	(651) 665-6980

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

Bidder Name: Minnesota Life Insurance Company

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

CONTRACT ADMINISTRATION	
1.	<p>Contractor must include a Waiver of Premium provision for employees becoming disabled on or after the program effective date of July 1, 2019.</p> <p>Response:</p> <p>Agreed. Effective July 1, 2019 premiums will be waived for employees disabled prior to age 60, continuing until the earlier of retirement or recovery; provision includes a 6 month elimination period and is not available with ported coverage.</p>
2.	<p>Provide the Schedule of Life Insurance Benefits including all options (.5x, 1x, 1.5x, 2x, 3x, 4x and 5x annual salary) and the Basic and Supplemental Aggregate Maximum and Minimum coverage. State if you allow exceptions in excess of the maximum amount of 5x. Example: An employee may elect 5x their salary which exceeds the maximum coverage.</p> <p>Response:</p> <p>Minnesota Life will match the current Supplemental life options of 0.5x, 1x, 1.5x, 2x, 3x, 4x, or 5x, but are also proposing increasing the maximum salary multiple to 8 (options would be 0.5x, 1x, 1.5x, 2x, 3x, 4x, 5x, 6x, 7x, or 8x). The Basic and Supplemental Aggregate Maximum would be \$2,000,000.</p> <p>Minnesota Life will not allow exceptions in excess of the maximum amount of 5x unless the proposed enhanced plan is accepted. For more details on our proposed plan enhancements, please see the attached plan enhancements document.</p>
3.	<p>Provide coverage on a discontinuance and replacement basis (no loss, no gain) for eligible employees participating in the current plans on the effective date of the new coverage.</p> <p>Response:</p> <p>Confirmed.</p>
4.	<p>Adhere to the inclusion of provisions to protect the State from multiple deaths in a single occurrence.</p> <p>Response:</p> <p>Agreed. Because this plan is quoted on a non-participating basis, Minnesota Life retains the full insurance risk of the plan. When we analyze plan experience for the purpose of calculating renewal rates, we will adjust the results as described below if there has been a catastrophic claim.</p> <p>We define a catastrophic claim as five or more deaths resulting from the same accident, excluding war and invasion. The amount charged to the plan's experience for a catastrophic claim will not exceed 0.1% of the total average unpooled volume of insurance during the policy year in which the catastrophe occurs.</p>

5.	Refrain from issuing any external communications material that mentions the State's benefit plans without written approval from the State. This includes newsletters and publications to agents, brokers and consultants.
	Response: Agreed.
6.	Provide ongoing assistance in administration, claim adjudication, and general problem solving. Periodic account servicing meetings will be held with the account manager and claims support group.
	Response: Agreed.
7.	Accept the current enrollment and beneficiary designations for the State's employees.
	Response: Agreed.
8.	Describe proof of loss required before a life or AD&D claim is filed.
	Response: We accept a photograph (.jpeg), or faxed copy of the death certificate. The original copy does not need to be mailed.
9.	Maintain an internal audit program and provide the State with a copy of the most recent internal audit report upon request.
	Response: Agreed.
10.	Review all plans, draft plan abstracts, and confirm plan provisions with the State.
	Response: Agreed.
11.	Draft, revise, and finalize the policy and benefit summaries (Summary Plan Descriptions (SPB)/booklets) for review by the State before February 12 of each calendar year.
	Response: Agreed.
12.	Provide SPDs in an electronic format for access via internet or intranet.
	Response: Agreed.
13.	Provide one claim office with a dedicated unit and an assigned account executive to assist the State in the ongoing administration of the program.
	Response: Agreed. Please note given the volume of claims we expect to receive on your plan, we are confident a designated claims team will be able to effectively process your claims and those of our other clients. Our claims examiners and support staff work as a team for each employer group, which

	<p>allows associates to cover the absence of a co-worker and provide the world-class service we are known for.</p> <p>Our examiners have an average of 12 years' experience working with Securian's group claims. This along with our low turnover rate gives our claims department a unique advantage in providing outstanding service to our group clients. All claims examiners receive extensive training focusing on group products, claims processing procedures, and quality customer service. In addition, we have experienced medical and legal advisors ready to assist us in making fair and equitable decisions.</p>
14.	<p>Design, submit for approval, and print enrollment forms with the State's logo for use by plan participants to enroll, designate beneficiaries, and change their coverages, in accordance with plan provisions.</p> <p>Response:</p> <p>Agreed.</p>
15.	<p>When customized printing is requested by the State, present a complete draft and subsequent proof to the State for sign-off. The Contractor must ensure that logo placement and color requirements are met. Contractor will be responsible for costs of printing booklets, certificates, or SPDs as required.</p> <p>Response:</p> <p>Agreed. Generally, the SPD or certificate is provided in a .PDF format to be printed or electronically delivered by the State. We can provide hard copies to the State for distribution to employees through its own communication channels. Our charge for distributing certificates to employees' home addresses, is \$2.50 per certificate to cover mailing costs.</p>
16.	<p>Provide routine underwriting and actuarial services.</p> <p>Response:</p> <p>Agreed.</p>
17.	<p>Deliver an Administration Manual containing all user guidelines on such matters as eligibility, reports, plan summaries and procedures 60 days prior to plan year.</p> <p>Response:</p> <p>An administration manual is provided; however, we will offer benefits staff online access to plan and contact information at our LifeBenefitsExtra site, helping to ensure the State's have the most up-to-date information available. The State may contact members from the account team at any time to receive assistance with questions.</p>
18.	<p>Provide employer portal to monitor the status of claims, EOI, etc</p> <p>Response:</p> <p>Agreed.</p>
19.	<p>Communications (phone calls, emails) should be responded to within 24 hours. Describe your customer service process, including the hours of operation and methods of contact.</p> <p>Response:</p> <p>Our customer service representatives are able to handle the majority of questions and issues at the time of the call. If needed, the customer service supervisor and director are available to provide additional support. If we are not able to resolve the situation during the call, our standard is to return calls within 24 hours with a resolution. If more than 24 hours is needed, the caller will be informed and the call will be returned within the agreed upon time.</p> <p>We have three main call centers in the areas of medical underwriting, claims, and administration. All call centers operate out of our home office in St. Paul, MN.</p>

	<p>The medical underwriting call center is effectively staffed with customer service representatives on weekdays from 7:00 a.m. to 7:00 p.m. Central Time, and the claims and administration call centers are staffed from 7:00 a.m. to 6:00 p.m. Central Time.</p> <p>For our claims area, an automated voice response system is available from 7:00 a.m. to 7:00 p.m. on weekdays and from 8:00 a.m. to 5:00 p.m. on Saturdays, Central Time. Additionally, online claims status is available to benefits staff 24 hours a day, with information updated daily.</p> <p>In corresponding with plan participants, Securian's motto is "service your way". We let participants decide how they want to interact with us -- by phone, email, paper, live chat, or self-serve mobile device. In those instances where paper correspondence is required, we make sure our communication is clear, concise, and compliant.</p>
20.	<p>Maintain claim files to support payment, denials and appeals. Documentation must be legally acceptable and readily accessible.</p>
	<p>Response:</p> <p>Agreed.</p>
21.	<p>Indicate settlement processes and options available to beneficiaries. Specify the interest credit on claims from the date of death or proof of death until payment to beneficiary.</p>
	<p>Response:</p> <p>Securian offers a variety of payment options at claim time to support beneficiaries. We can deliver payment as a lump sum via check or direct deposit into a beneficiary's personal checking or savings account. In 2008, we were the first in the industry to offer ACH-based direct deposit of proceeds into personal accounts.</p> <p>Beneficiaries may also choose from these claim payment options:</p> <ul style="list-style-type: none"> • Principal can be held by Securian at interest for two years, five years, or for the beneficiary's lifetime, with interest payable monthly, quarterly, semi-annually, or annually. Interest can also be left with Securian to accrue (on a "withdrawable" or "non-withdrawable" basis). • Principal can be held by Securian and paid in monthly installments for a specific number of years. • Principal can be held by Securian and paid in fixed monthly installments until the proceeds plus interest are exhausted. • Principal can be used to purchase an annuity. • Principal can be placed in the Securian Legacy Account, an interest-bearing account with draft-writing privileges.
22.	<p>Make determinations with respect to submitted claims, including claim investigation and analysis prior to payment.</p>
	<p>Response:</p> <p>Agreed.</p>
23.	<p>100% of life claims will be processed within 15 business days of the receipt of required documentation.</p>
	<p>Response:</p> <p>Agreed.</p>

24.	<p>Contractor must have a process for finding missing beneficiaries.</p> <p>Response: Agreed.</p>
25.	<p>Provide the exact same current plan to the NDOL employees due to NDOL employees being grandfathered into the Plan.</p> <p>Response: Agreed.</p>
IMPLEMENTATION	
26.	<p>Provide a detailed timeline and implementation plan including deadlines set forth in this RFP including State resources and personnel required.</p> <p>Response: This timeline is located in the Technical Proposal – Technical Approach, Section 3.</p>
27.	<p>Load, audit and insure clean eligibility data a minimum of 30 days prior to program effective date of July 1, 2019.</p> <p>Response: Not applicable. The carrier assumes the State will maintain eligibility information for employees. Any coverage that requires underwriting, we will maintain copies of the evidence of insurability forms to review at claim time. The State will maintain all other insured records, including enrollment forms and beneficiary designations. This information is submitted to us at claim time.</p> <p>If Securian will manage the loss of eligibility processes, we will need to establish a file transfer to obtain data so we can send notices and will use this data to verify coverage.</p>
28.	<p>Identify any programs, systems, or administrative opportunities that your organization can provide during the implementation process that would be beneficial to the State.</p> <p>Response: The process begins with a face-to-face meeting between our teams to start building a relationship with an open understanding of the State’s culture and processes. During this time, we also take a detailed walk through materials that may be difficult to review via a teleconference. The meeting is followed by regularly scheduled teleconferences to ensure the process stays on schedule and issues are proactively addressed. Our implementation team will keep track of all issues, questions, resolutions, etc. to keep them top-of-mind for all teams involved.</p>
29.	<p>Attach a description of your conversion process and include a copy of your conversion request form, if applicable.</p> <p>Response: Attached in the Technical Proposal – Appendix, Section 4.</p>
REPORTING	
30.	<p>Monthly and quarterly claims paid/denied reports must be available no later than the end of the month following the close of the period in question.</p> <p>Response: Agreed.</p>

31.	A year-end financial accounting for the program within 60 days of the contract anniversary date.
	Response: Agreed.
32.	Annual generation of eligibility listing in hard copy or online reporting. Describe your online reporting function(s). Response: We will provide monthly or quarterly reports of claims paid, an annual financial experience report, and an annual participation summary report as standard output. Claims and Evidence of Insurability status reports will be available online through the LifeBenefits site we will develop for the State. In addition, the State will be able to create reports specific to its needs by selecting criteria from the Report Builder screen. Customized claim reports can be built by sorting data for specific timeframe by class, location or division; by claim type (e.g. life, AD&D or accelerated death benefit); or coverage type (e.g. basic, optional or dependent coverage). Underwriting reports can also provide data from a specific timeframe sorted by decisions, status or coverage types. Your report can be as specific as you need by using combinations of these options. Once the request is submitted, the report will be immediately displayed and can then be printed or saved as a .pdf or Excel file.
PERFORMANCE GUARANTEES	
33.	Do you have a formal performance guarantee program? If so, please provide a copy. Response: Yes. Please see attached Proposed Performance Guarantees document located in the Cost Proposal, Section 2.
BILLING	
34.	Attach a description of premium billing procedures. Include information on the timing of billing, billing-payment reconciliations, and ability to provide for client self-billing. Response: Our proposal assumes the State will continue to administer the plan and self-bill. This streamlined approach allows you to report summary information regarding number of insured lives and insurance volumes along with the monthly premium remittance. Each month, the State will provide Securian with a statement indicating the number of insureds, total amount of insurance, rate per \$1,000 and total premium. A billing worksheet can be provided to assist with this process. On an annual basis, we will request participant data from the State to ensure premium remitted coincides with participant demographics and volume.

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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.

Securian is the parent company for our underwriters, Minnesota Life Insurance Company and Securian Life Insurance Company. Founded in 1880, we provide a full range of financial products for individuals and businesses including, insurance, investments, and retirement solutions. We provide nearly 19 million people with nearly \$1.2 trillion of insurance protection, and have over \$78.6 billion in assets under management.

Our ultimate holding company is Minnesota Mutual Companies, Inc. Our holding company structure preserves our mutual heritage and provides the financial flexibility necessary to grow. We intend to remain a nonpublic mutual company, owned by our policy owners. This structure best serves our customers' long-term interests and positions us well to proactively respond to changes in the environment.

We have been insuring group clients since 1917. We are the nation's third-largest writer of group life insurance in the United States¹. We currently have \$992 billion of group life insurance in force and \$2.34 billion of group life insurance annual premium covering 7.3 million lives.

We have extensive experience in the public sector, currently providing insurance plans for over 4,000 public employers, including 19 state governments, covering more than 3.1 million insured lives.

B. FINANCIAL STATEMENTS

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

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

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

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

As a major life insurance company, Securian is regularly involved in litigation and other legal activities that can arise in the normal course of business. None of those matters represents a material loss to the Company.

Our 2017 audited financials are included in the Appendix section of the Technical Proposal.

Fiscally responsible representatives are outlined below.

Mr. David Hirsch
US Bank
Corporate Banking
777 East Wisconsin Avenue
Milwaukee, WI 53202
P: 414-765-4248
F: 414-765-4632
david.hirsch@usbank.com
Partner for 40 years

Mr. John Kieffer
Wells Fargo
U. S. Corporate Banking
90 South 7th Street
Minneapolis, MN 55402-3903
P: 612-667-9837
john.p.kieffer@wellsfargo.com

C. CHANGE OF OWNERSHIP

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

Not applicable. There is no change in ownership or control of the company anticipated during the twelve months following the proposal due date.

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.

Performance of the State of Nebraska contract will be completed from the following locations:

Home Office: 400 Robert Street North, Saint Paul, MN 55101
Branch Office: 2920 Marketplace Drive, Suite 201, Fitchburg, WI 53719 (account management service only).

E. RELATIONSHIPS WITH THE STATE

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

To the best of our knowledge, no such relationship exists.

F. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

To the best of our knowledge, no such relationship exists.

G. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below.

Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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

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

No such early termination has occurred.

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

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.

<i>Example #1 – State of Michigan</i>	
Time Period of Project	Award Date: August 1, 2007 Effective Date: October 1, 2008 Contract is currently active and ongoing
Scheduled and Actual Completion Dates	We included a recommended implementation plan with our initial proposal and modified this to meet the desired needs of the State with agreed upon dates of completion.
Contractor Responsibilities	Implementation: Immediately after being awarded the plan, a dedicated team began working with the State on implementation. The proposed implementation plan identified tasks, completion dates, specific team members involved and accountabilities of each party. We worked with the State to modify the plan as needed. Ongoing: We provide ongoing support to the State including, but not limited to, service from an account manager, claims processing and payment, underwriting of evidence of insurability, customer service, contract services, financial underwriting and reporting.
Reference Information	Bethany Beauchine Director, Employee Benefits Division P: (517) 284-0086 E: beauchineb@michigan.gov
Prime vs. Sub-contractor	Prime Contractor

<i>Example #2 State of Indiana</i>	
Time Period of Project	Award Date: June 1, 2013 Effective Date: January 1, 2014 Contract is currently active and ongoing

Scheduled and Actual Completion Dates	We included a recommended implementation plan with our initial proposal and modified this to meet the desired needs of the State with agreed upon dates of completion.
Contractor Responsibilities	<p>Immediately after being awarded the plan, a dedicated team began working with the State on implementation. The proposed implementation plan identified tasks, completion dates, specific team members involved and accountabilities of each party. We worked with the State to modify the plan as needed.</p> <p>Ongoing: We provide ongoing support to the State including, but not limited to, service from an account manager, claims processing and payment, underwriting of evidence of insurability, customer service, contract services, financial underwriting and reporting.</p>
Reference Information	<p>Christy Tittle Benefits Division Director, Benefits Division Director P: (317) 232-3241 E: ctittle@spd.in.gov</p>
Prime vs. Sub-Contractor	Prime Contractor

<i>Example #3 – State of Vermont</i>	
Time Period of Project	<p>Award Date: September 11, 2007 Effective Date: January 1, 2018 Contract is currently active and ongoing</p>
Scheduled and Actual Completion Dates	We included a recommended implementation plan with our initial proposal and modified this to meet the desired needs of the State with agreed upon dates of completion.
Contractor Responsibilities	<p>Immediately after being awarded the plan, a dedicated team began working with the State on implementation. The proposed implementation plan identified tasks, completion dates, specific team members involved and accountabilities of each party. We worked with the State to modify the plan as needed.</p> <p>Ongoing: We provide ongoing support to the State including, but not limited to, maintenance of participant records and beneficiary designations, billing, service from an account manager, claims processing and payment, underwriting of evidence of insurability,</p>

	customer service, contract services, financial underwriting and reporting.
Reference Information	Jerry Fry Benefits Administrator P: 802-828-6726 F: (802) 828-5489 E: jerry.fry@vermont.gov
Prime vs. Sub-Contractor	Prime Contractor

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

We will not use subcontractors to provide the services required by this RFP. Securian will perform all customer service, underwriting, and claims functions.

We do use a small number of vendors, as is standard industry practice, for performing such specialized functions as paramedical exams, laboratory analysis, medical records retrieval, and reinsurance protection.

- 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.**

Not applicable as Securian was the primary contractor on all narrative examples above.

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.

Throughout the implementation process, Securian’s goal is to minimize the resources needed from the State and maintain open communication. While working collaboratively, we assume a trusted responsibility for all action steps except those that require the State’s leadership.

Tamra Nicholas-Nelson, Senior Implementation Manager, is assigned to lead the process and assemble the implementation team. This team includes subject matter experts from underwriting, claims, technology, enrollment, and administration who will be involved in providing ongoing service throughout the life of the plan. Our team will work from a detailed project plan with checklists, tasks, timelines, and accountabilities to ensure a successful implementation.

The process begins with a face-to-face meeting between our teams to start building a relationship with an open understanding of State’s culture and processes. During this time, we also take a detailed walk through materials that may be difficult to review via a teleconference. The meeting is followed by regularly scheduled teleconferences to ensure the process stays on schedule and issues are proactively addressed. Our implementation team will keep track of all issues, questions, resolutions, etc. to keep them top-of-mind for all teams involved.

Ongoing, Kjirsten Elsner, Manager, will consult with you on plan performance, including contract changes and financial reporting, and will conduct annual stewardship meetings. She will also be supported by the account team assigned to the State during implementation. This team includes experts from claims, medical underwriting, marketing, contracts, financial underwriting, and administration, and is outlined below.

	Name and Title	Securian Financial Group Experience	Insurance Industry Experience	Responsibility
Account Management	Kjirsten Elsner Manager	10 years	11 years	Ongoing service and plan management
Sales	Bryan Walworth Regional Sales Vice President, Southwestern Region	19 years	19 years	Sales and service of group life plans
Implementation	Tamra Nicholas-Nelson Senior Implementation Manager	22 years	22 years	New business implementation
Technology	Mindy Rutzick Manager	9 years	15 years	Ensures innovative technology for our clients
Customer Service	Laureen Peltier Manager	2 years	2 years (25 years in customer service)	Manages customer service inquiries for group life insurance
	Missie Koenig Manager	18 years	18 years	Leads the Affinity Solutions Center shared services administration units

Case Underwriting	Susan Munson-Regala Second Vice President & Actuary	28 years	28 years	Overall responsibility for the pricing and underwriting of all new and in-force group insurance plans
	Sean Solberg Case Underwriter	10 years	10 years	Pricing and renewal of group life plans
Claims	Cole Cruz Manager	12 years	12 years	Oversees claims operations.
	Jolene McDermott Team Leader of Plan Services	10 years	10 years	Manages new case implementation and provides ongoing claim service
Annie Melin Assistant Client Services Specialist	8 years	8 years		
Medical Underwriting	Andrew Dinndorf Manager	1 year	6 years	Manages medical underwriting unit
	Donna Thomas Client Services Specialist	29 years	29 years	Internally coordinates implementation of new underwriting business
	Lisa Ramos Client Services Coordinator	14 years	14 years	

Account team resumes are included in the Appendix. References for account management and implementation have been included. The rest of the individuals listed above have serviced the clients listed as references in the Technical Approach document.

J. SUBCONTRACTORS

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

- iv. **name, address, and telephone number of the Subcontractor(s);**
- v. **specific tasks for each Subcontractor(s);**
- vi. **percentage of performance hours intended for each Subcontract; and**
- vii. **total percentage of Subcontractor(s) performance hours.**

We will not use subcontractors to provide the services required by this RFP. Securian will perform all customer service, underwriting, and claims functions.

We do use a small number of vendors, as is standard industry practice, for performing such specialized functions as paramedical exams, laboratory analysis, medical records retrieval, and reinsurance protection.

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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.

Securian understands the importance of a strong and proactive work plan. This plan is ongoing to ensure we meet the needs of the State. Below are our best practices, which can be adapted to meet the State's expectations.

Account management

Kjirsten Elsner, Manager, is responsible for the ongoing plan relationship and will act as account executive.

Kjirsten works closely with our team of subject matter experts from claims, technology, enrollment, and administration to ensure the plan runs smoothly. The account executive:

- Provides management reports for claims and an annual financial accounting report.
- Arranges annual stewardship meetings to perform an annual check in with the State using our Service Scorecard, a proprietary tool that measures client specific satisfaction with seven key relationship drivers. This tool allows the State to tell us if we are meeting expectations and provides valuable information to keep the plan on track.
- Attends additional meetings as requested by the State to discuss contract changes, plan design consulting, financial reporting, plan activity, service, and any new enhancements.
- Recommends ways to improve the current benefits management processes and make benefit staff's lives easier.

Financial reporting

Financial reporting for the State's plan is executed by our experience reporting team, led by Beth Voermans, Director, Financial Operations. The team provides the State's year-end experience report.

Customer service

Securian's customer service team, led by Missie Koenig, Manager, provides all administrative duties, including providing conversion packages, processing conversion requests, processing assignments, viatical settlements, and transfers of ownership requests.

Technology

Securian provides the State with access to a secure online website. Benefits staff can quickly and easily review plan information and complete tasks, including:

- Securely submit claims online, reducing claim payment time by one week when compared to paper processes.
- Track the status of all claims and evidence of insurability applications, 24/7. Information is available at the detail level.
- Get customized reports delivered safely and securely.
- Access online administration manual and plan forms.
- Contact us to attach e-mails securely or for quick access to the account team.

We can establish different levels of accessibility to accommodate the organizational structure (e.g., central staff vs. branch representatives). Information is updated daily and sorting capabilities offer online flexibility.

Please follow these steps for a demonstration of this technology:

- Visit: <https://web1.lifebenefits.com/demo/>
- Enter company name, company and access key (which is NEBRASKA#)
- Select "Log In"

Group claims

Ross Stedman oversees the group claims unit that processes all life claims for the State's plan. Stephanie Schwietz serves as the team lead of compassionate claims examiners and is an ongoing claims contact for the State. Jolene Mockler and Annie Melin, representing client services, work directly with the State during implementation and serve as the primary ongoing claims resource for the State.

The State's benefits staff or administrator submits claims online directly to Securian through our online eClaims system. This eliminates or reduces the processing of paper – and increases the accuracy and speed of the claim. Claim submissions screens are customized to the State's specific plan design. We also accept a faxed copy of the death certificate via eClaims. The original copy does not need to be mailed.

Following receipt of the claim notification, we create a claim record in our proprietary claim system and assign a claim number to the insured. The claims examiner reviews the claim and creates a condolence letter to the beneficiary, which outlines what information is needed to process their claim.

During the claim processing, we ensure there is regular communication with the beneficiary. Our experienced investigative team works directly with police, medical examiners, and coroners as needed (e.g. accidental death claims).

They also follow up for any outstanding information every 10 business days (at a minimum) with the beneficiary. Our automated follow-up system ensures all claims are closely monitored and information needs are actively pursued. In 2017, we paid 99.05% of claims within 10 calendar days and an average of 3.07 calendar days from proof received.

Upon receipt of all necessary information, the claims examiner makes a determination if the claim liability is within their authority. Claims above the examiner's authority are referred to department management for final review. Approximately 25-35% of claims receive a second set of eyes before payment.

For paid claims, we offer a wide array of claim settlement options to support a beneficiary during a difficult time: check, direct deposit directly into a personal checking/saving account, installments, annuities, and our interest bearing benefit account which offers check writing privileges.

For denied claims, we provide a detailed explanation for our determination and inform the beneficiary of their appeal rights including adherence to those prescribed by ERISA (when applicable).

Medical Underwriting

Andrew Dinndorf oversees evidence of insurability processing and individual medical risk underwriting for the State's plan. Donna Thomas and Lisa Ramos, on behalf of client services, coordinate the medical underwriting implementation activities with the State.

Securian offers both paper and online evidence of insurability options for submitting applications. We use a simplified underwriting approach, with requirements tailored to the level of risk, for amounts above the guaranteed issue limit and coverage applied for outside an eligibility period. We deliver fast efficient underwriting services with solutions to fit every client.

Applicants are asked to provide their height and weight, and answer three general health questions. Our underwriters take into consideration this information, the amount of insurance applied for, and a report from the Medical Information Bureau to determine if more information is needed to assess insurability.

A majority of applications are approved without the need for additional information. In 2017, we made underwriting decisions on 99.1% of applications within 10 calendar days of receipt of all information. On average, we made decisions in 2.0 calendar days.

Implementation Services and Detailed Project Plan

Throughout the implementation process, Securian's goal is to minimize the resources needed from the State and maintain open communication. While working collaboratively, we assume a trusted responsibility for all action steps except those that require the State's leadership.

An implementation manager is assigned to lead the process and assemble the implementation team. This team includes subject matter experts from underwriting, claims, technology, enrollment, and administration who will be involved in providing ongoing service throughout the life of the plan. Our team will work from a detailed project plan with checklists, tasks, timelines, and accountabilities to ensure a successful implementation.

The process begins with a face-to-face meeting between our teams to start building a relationship with an open understanding of State's culture and processes. During this time, we also take a detailed walk through materials that may be difficult to review via a teleconference. The meeting is followed by regularly scheduled teleconferences to ensure the process stays on schedule and issues are proactively addressed. Our implementation team will keep track of all issues, questions, resolutions, etc. to keep them top-of-mind for all teams involved.

A detailed implementation plan with deliverables and due dates is included in below.

WBS	Task Name	Resource Names	Start	Finish
1	Contract Award	State of Nebraska	01/15/19	01/15/19
2	Schedule Implementation Kickoff Meeting	Minnesota Life	01/18/19	01/18/19
3	Implementation Kickoff Meeting	State of Nebraska, Minnesota Life	01/30/19	01/30/19
3.1	Implementation Process Overview	State of Nebraska, Minnesota Life	01/30/19	01/30/19
3.2	Account Executive Overview	State of Nebraska, Minnesota Life	01/30/19	01/30/19
3.3	Confirm Plan Design	State of Nebraska, Minnesota Life	01/30/19	01/30/19
3.4	Confirm Proposed Rates	State of Nebraska, Minnesota Life	01/30/19	01/30/19
3.5	Confirm Performance Guarantees	State of Nebraska, Minnesota Life	01/30/19	01/30/19
3.6	Technology Overview	State of Nebraska, Minnesota Life	01/30/19	01/30/19
4	Internal Team Kickoff Meeting	Minnesota Life	02/05/19	02/05/19
5	Process Call - Billing, Premium Remittance Reporting	State of Nebraska, Minnesota Life	02/06/19	02/06/19
5.1	Update on Open Items from Previous Meeting	State of Nebraska, Minnesota Life	02/06/19	02/06/19
5.2	Confirm Billing Process for Term and VAD&D	State of Nebraska, Minnesota Life	02/06/19	02/06/19
5.3	Confirm Timing & Method of Payment	State of Nebraska, Minnesota Life	02/06/19	02/06/19
5.4	Confirm Plan Experience/Financial Reporting Requirements	State of Nebraska, Minnesota Life	02/06/19	02/06/19

5.5	LifeBenefitsExtra (LBE) - Filtering & Reporting	State of Nebraska, Minnesota Life	02/06/19	02/06/19
5.6	Confirm Absolute Assignment/Transfer of Ownership Process	State of Nebraska, Minnesota Life	02/06/19	02/06/19
6	Process Call - Marketing & Communications	State of Nebraska, Minnesota Life	02/13/19	02/13/19
6.1	Update on Open Items from Implementation Kickoff Meeting	State of Nebraska, Minnesota Life	02/13/19	02/13/19
6.2	Marketing/Communications Overview	State of Nebraska, Minnesota Life	02/13/19	02/13/19
6.3	Population Preferences	State of Nebraska, Minnesota Life	02/13/19	02/13/19
6.4	Customized Terminology	State of Nebraska, Minnesota Life	02/13/19	02/13/19
6.5	Current Communication Approach	State of Nebraska, Minnesota Life	02/13/19	02/13/19
6.6	Discuss Anticipated Marketing Needs	State of Nebraska, Minnesota Life	02/13/19	02/13/19
6.7	Use of Logo	State of Nebraska, Minnesota Life	02/13/19	02/13/19
6.8	Communication Plan Recommendation	State of Nebraska, Minnesota Life	02/13/19	02/13/19
7	Process Call - Enrollment & Evidence of Insurability (EOI)	State of Nebraska, Minnesota Life	02/20/19	02/20/19
7.1	Update on Open Items from Previous Meeting	State of Nebraska, Minnesota Life	02/20/19	02/20/19
7.2	Confirm Enrollment & EOI Process	State of Nebraska, Minnesota Life	02/20/19	02/20/19
7.3	Confirm EOI Decision Notification	State of Nebraska, Minnesota Life	02/20/19	02/20/19
7.4	Confirm Process for Pending EOI's at Plan Transition	State of Nebraska, Minnesota Life	02/20/19	02/20/19
8	Technology Kickoff Call	State of Nebraska, Minnesota Life	02/27/19	02/27/19
8.1	Confirm Technology to be Implemented	State of Nebraska, Minnesota Life	02/27/19	02/27/19
8.2	Confirm File Integrations to be Implemented	State of Nebraska, Minnesota Life	02/27/19	02/27/19
8.3	Identify Production/Release Dates	State of Nebraska, Minnesota Life	02/27/19	02/27/19
8.4	Establish Testing Plan	State of Nebraska, Minnesota Life	02/27/19	02/27/19
8.5	Identify File Testing Dates	State of Nebraska, Minnesota Life	02/27/19	02/27/19
9	EOI Notification & Decision File Testing	State of Nebraska, Minnesota Life	03/06/19	05/10/19
9.1	Configuration and Development	State of Nebraska, Minnesota Life	03/06/19	03/29/19
9.2	EOI Notification File - Format Testing	State of Nebraska, Minnesota Life	04/01/19	04/12/19
9.3	EOI Notification File - Scenario and Integrated Testing	State of Nebraska, Minnesota Life	04/15/19	04/26/19
9.4	EOI Decision File - Format and Scenario Testing	State of Nebraska, Minnesota Life	04/29/19	05/10/19
10	Process Call - Termination & Continuation Management	State of Nebraska, Minnesota Life	03/06/19	03/06/19
10.1	Update on Open Items from Previous Meeting	State of Nebraska, Minnesota Life	03/06/19	03/06/19
10.2	Confirm Termination Notification Process	State of Nebraska, Minnesota Life	03/06/19	03/06/19
10.3	Confirm Coverage Continuation Notification Process	State of Nebraska, Minnesota Life	03/06/19	03/06/19
10.4	Discuss Eligibility File Process	State of Nebraska, Minnesota Life	03/06/19	03/06/19
10.5	Accelerated Death Benefit & Waiver of Premium (if applicable)	State of Nebraska, Minnesota Life	03/06/19	03/06/19
11	Process Call - Contracts	State of Nebraska, Minnesota Life	03/13/19	03/13/19
11.1	Overview of Policy & Certificate Drafting Process	State of Nebraska, Minnesota Life	03/13/19	03/13/19
11.2	Confirm Summary Plan Description Requirements	State of Nebraska, Minnesota Life	03/13/19	03/13/19
11.3	Confirm ERISA & Schedule A Requirements	State of Nebraska, Minnesota Life	03/13/19	03/13/19
12	Process Call - Claims	State of Nebraska, Minnesota Life	03/13/19	06/21/19
12.1	Confirm Claim Submission Process	State of Nebraska, Minnesota Life	03/13/19	03/13/19
12.2	Obtaining Certified Death Certificate	State of Nebraska, Minnesota Life	03/13/19	03/13/19
12.3	Confirm Claim Submission Process of Living Benefits	State of Nebraska, Minnesota Life	03/13/19	03/13/19
12.4	Eligibility File to Support Coverage Continuation Management	State of Nebraska, Minnesota Life	05/06/19	06/21/19
12.4.1	Configuration and Development	State of Nebraska, Minnesota Life	05/06/19	05/24/19
12.4.2	Eligibility File Format Testing	State of Nebraska, Minnesota Life	05/27/19	06/07/19

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12.4.3	Eligibility File Scenario Testing	State of Nebraska, Minnesota Life	06/10/19	06/21/19
13	Open Enrollment	State of Nebraska	06/03/19	06/21/19
14	Plan Effective Date	State of Nebraska, Minnesota Life	07/01/19	07/01/19
15	Transition Out of Implementation	Minnesota Life	08/16/19	08/16/19

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Appendix

Proposed Plan Design

Proposed Plan Enhancements

Account Team Resumes

Terms and Conditions – Securian Response

Deviations

LifeStyle Benefits

Sample Conversion Package

2017 GAAP Audited Financials (on CD)

STATE OF NEBRASKA
GROUP LIFE INSURANCE
PLAN DESIGN

December 2018

PLAN DESIGN – TABLE OF CONTENTS

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Plan Details

Effective Date	July 1, 2019
Eligibility	Eligible retirees and regular full-time employees actively working in the United States at the employer's normal place of business
Classes	<ul style="list-style-type: none">• Class 1: Closed Group of Active NDOL Employees• Class 2: Active Permanent Employees• Class 3: Retired NDOL Employees who were covered under Class 1 prior to retirement

Basic Life and AD&D

Plan Design Description - Classes 1 and 2

Product	Term Life	
Benefit Summary	Class 1: One times salary rounded to the next higher \$1,000, plus \$2,000 Class 2: \$20,000	
Plan Maximum	Class 1: \$60,000 Class 2: \$20,000	
Guaranteed Issue Limit	<ul style="list-style-type: none"> All current basic life coverage guaranteed Coverage increases due to salary changes guaranteed to the plan maximum 	
Age Reductions (Class 1 only)	<u>Age</u> 70	<u>Reduces to</u> 65%

Additional Plan Benefits

<p>AD&D</p>	<p>Class 1: Matches life amount for death, with benefit schedule for dismemberment; includes the following additional benefits:</p> <ul style="list-style-type: none"> • Air Bag • Child Education • Coma Benefit • Disappearance • Exposure • Repatriation • Seatbelt • Spouse Education • Waiver • Permanent Disfigurement Benefit <p>Class 2: No Basic AD&D</p>						
<p>Waiver of Premium</p>	<p>Class 1:</p> <ul style="list-style-type: none"> • Not Included: Coverage for disabled employees may be continued on a premium paying basis according to the policyholder's rules. <p>Class 2:</p> <ul style="list-style-type: none"> • Premiums waived for employees disabled prior to age 60 and continues until the earlier of retirement, or recovery; provision includes a 6 month elimination period and is not available with ported coverage. 						
<p>Accelerated Death Benefit</p>	<p>Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount, to a maximum of \$1,000,000 (Basic and Supplemental Life combined)</p>						
<p>Conversion</p>	<p>Allows insureds to convert terminated life coverage to an individual life insurance policy</p>						
<p>Portability</p>	<p>Allows insureds to continue coverage if they terminate employment or retire from State of Nebraska. Please refer to the Portability Provision section for more details.</p>						
<p>AD&D Age Reductions (Class 1 only)</p>	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Age</u></td> <td style="text-align: center;"><u>Reduces to</u></td> </tr> <tr> <td style="text-align: center;">70</td> <td style="text-align: center;">65%</td> </tr> <tr> <td colspan="2">None</td> </tr> </table>	<u>Age</u>	<u>Reduces to</u>	70	65%	None	
<u>Age</u>	<u>Reduces to</u>						
70	65%						
None							

Basic Retiree Life

Plan Design Description – Class 3

Product	Term Life
Benefit Summary	Class 3: An amount equal to the coverage in-force on the day prior to retirement, subject to age reductions
Plan Maximum	\$60,000
Guaranteed Issue Limit	All current basic life coverage guaranteed
Age Reductions	Starting at age 65: 2% reduction per month until minimum benefit of 25% of original benefit is reached.

Additional Plan Benefits

Accelerated Death Benefit	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount, to a maximum of \$60,000
Conversion	Allows insureds to convert terminated life coverage to an individual life insurance policy

Supplemental Life

Plan Design Description – Class 2

Product	Term Life
Benefit Summary	Class 2: An amount elected as 0.5x, 1x, 1.5x, 2x, 3x, 4x, or 5x salary Please see our Plan Enhancements document for proposals to increase employee satisfaction through enhanced plan offerings
Plan Maximum	\$2,000,000 Basic and Supplemental life combined
Guaranteed Issue Limit	<ul style="list-style-type: none"> All current supplemental life coverage guaranteed The lesser of 5x salary or \$750,000 guaranteed for new employees if elected within 31 days of initial eligibility Coverage increases due to salary changes guaranteed to the plan maximum
Age Reductions	None

Additional Plan Benefits

Waiver of Premium	Premiums waived for employees disabled prior to age 60 and continues until the earlier of retirement, recovery or age lifetime; provision includes a 6 month elimination period and is not available with ported coverage.
Accelerated Death Benefit	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount, to a maximum of \$1,000,000 (Basic and Supplemental Life combined)
Conversion	Allows insureds to convert terminated life coverage to an individual life insurance policy
Portability	Allows insureds to continue coverage if they terminate employment or retire from State of Nebraska. Please refer to the Portability Provision section for more details.

Dependent Life

Plan Design Description – Basic Dependent Package – Class 1

Product	Term Life
Benefit Summary	Class 1: <ul style="list-style-type: none"> • Spouse Package Amount: \$2,000 • Child Package Amount: \$2,000
Guaranteed Issue Limit	<ul style="list-style-type: none"> • All current dependent life coverage guaranteed • All coverage guaranteed if elected within 31 days of initial eligibility

Plan Design Description – Supplemental Dependent Package – Class 2

Product	Term Life
Benefit Summary	Class 2: <ul style="list-style-type: none"> • Spouse Low Package Amount: \$5,000 • Child Low Package Amount: \$5,000 • Spouse High Package Amount: \$10,000 • Child High Package Amount: \$10,000 <p>Please see our Plan Enhancements document for proposals to increase employee satisfaction through enhanced plan offerings</p>
Guaranteed Issue Limit	Class 2: <ul style="list-style-type: none"> • All current dependent life coverage guaranteed • All coverage guaranteed if elected within 31 days of initial eligibility

Dependent Plan Eligibility

Spouse	A spouse is not eligible if they are also eligible for employee coverage.
Child	<ul style="list-style-type: none"> • Children are eligible from live birth to 26 years of age. • A child may only be covered by one parent.

Plan Benefits

Accelerated Death Benefit	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount
Conversion	Allows insureds to convert terminated life coverage to an individual life insurance policy
Portability	Allows employees to continue coverage if the employee terminates employment or retires from State of Nebraska and elects to port employee coverage. Please refer to the Portability Provision section for more details

Voluntary AD&D

Plan Design Description – Class 2

<p>Benefit Summary</p>	<p>Employee Plan</p> <p>Current plan: \$5,200</p> <p>Plan options exist for \$5,000, \$7,500, \$10,000</p> <p>Please see our Plan Enhancements document for proposals to increase employee satisfaction through enhanced plan offerings</p>
<p>Plan Maximum</p>	<p>Current plan: \$5,200</p> <p>Plan options exist for \$5,000, \$7,500, \$10,000</p> <p>Please see our Plan Enhancements document for proposals to increase employee satisfaction through enhanced plan offerings</p>
<p>Guaranteed Issue Limit</p>	<p>All coverage guaranteed</p>
<p>Age Reductions</p>	<p>None</p>

Additional Benefits

Class 2:

- Air Bag
- Child Care
- Child Education
- Disappearance
- Exposure
- Repatriation
- Seatbelt
- Spouse Education
- Waiver of Premium

Portability Provision

Term Life

Availability	<ul style="list-style-type: none"> • Basic Life • Supplemental Life • Dependent Life(employee must port for dependents to be eligible) 	
Maximum Age to Elect	Insured	Age
	Employee	Age 79
	Spouse	Spouse or employee's age 79
	Child	Employee age 79
Minimum Amount	Insured	Amount
	Employee	\$10,000
	Spouse	\$1000
	Child	\$1000
Maximum Amount	Insured	Amount
	Employee	Previous amount in force to a maximum of \$1,000,000
	Spouse	Previous amount in force to a maximum of \$250,000
	Child	Previous amount in force

Reductions	Reduces to 65% at age 65, 50% at age 70, 35% at age 75
Termination	<ul style="list-style-type: none"> • All coverage terminates when the employee attains age 80 • Spouse coverage also terminates when no longer a spouse or spouse's 80 • Child coverage also terminates at child's qualifying age limit • Previously ported coverage can continue at group contract termination
Events Allowing Portability	<p>Coverage is lost due to:</p> <ul style="list-style-type: none"> • Retirement or termination of employment • Layoff or non-medical leave • Other loss of eligibility
Events Not Allowing Portability	<ul style="list-style-type: none"> • Termination of group policy • Employee not actively at work due to sickness or injury
Coverage Increases	Not available
Coverage Decreases	Available at anytime
Conversion	Available at anytime
Premium Rates	Ported rates will be higher than active rates, and the individuals will be moved to a pool of insureds. Future rates for the individuals in this pool will be determined based on the experience of the pool
Guaranteed Issue	All ported coverage is provided on a guaranteed basis – no evidence of insurability required
Benefits and Services	All additional benefits and value-added services will terminate when porting coverage
Administration Charge	A \$2.00 administration fee will be charged for each paper billing statement; there will be no charge for electronic funds transfer.

Guaranteed Issue Opportunities and EOI Requirements

Note: All increases are subject to the actively at work provision in the policy.

Basic Life

Current Insureds	All current amounts are guaranteed.
Newly Eligible	All coverage is guaranteed without EOI.
Salary Increases	Coverage increases due to salary changes are guaranteed to the plan maximum.

Supplemental Life

Current Insureds	All current amounts are guaranteed.
Newly Eligible	The lesser of five times base annual earnings or \$750,000 is guaranteed without EOI if elected within 31 days of initial eligibility.
Initial Enrollment	Employees will be eligible to apply for coverage up to the guaranteed issue limit without EOI if elected during the initial enrollment period. This offer is available to current supplemental life insureds.
Future Annual Enrollments	Currently participating employees will be eligible to apply for one level of coverage up to the guaranteed issue limit without EOI during future annual enrollments. This offer is available to current supplemental life insureds. Employees enrolling in coverage for the first time and employees who were previously declined coverage by Minnesota Life are not eligible without EOI.
Family Status Change (birth, marriage or adoption)	Within 31 days of a qualified family status change, employees will be eligible to apply for one level of coverage up to the guaranteed issue limit without EOI. This offer is available to current supplemental life insureds and those enrolling in supplemental life for the first time. Employees who were previously declined coverage by Minnesota Life are not eligible without EOI.
Salary Increases	Coverage increases due to salary changes are guaranteed to the plan maximum.
Outside of Newly Eligible, Enrollments, and Family Status Changes	Electing or increasing coverage requires EOI.

Spouse Life

Current Insureds	All current amounts are guaranteed.
Newly Eligible (new hire or marriage)	\$10,000 is guaranteed if elected within 31 days of initial eligibility.
Initial Enrollment	Employees will be eligible to apply for spouse coverage up to the guaranteed issue limit without EOI if elected during the initial enrollment period. This offer is available to employees currently enrolled in spouse coverage and employees enrolling in spouse coverage for the first time.
Future Annual Enrollments	Currently participating employees will be eligible to apply for one level of spouse coverage up to the guaranteed issue limit without EOI during future annual enrollments. This offer is available to employees currently enrolled for spouse coverage. Employees enrolling for spouse coverage for the first time and employees with spouses who were previously declined coverage by Minnesota Life are not eligible without EOI.
Family Status Change (birth or adoption)	Within 31 days of a qualified family status change, employees will be eligible to apply for one level of spouse coverage up to the guaranteed issue limit without EOI. This offer is available to employees currently enrolled for spouse coverage and employees enrolling for spouse coverage for the first time. Employees with spouses who were previously declined coverage by Minnesota Life are not eligible without EOI.
Outside of Newly Eligible, Enrollments, and Family Status Changes	Electing or increasing coverage requires EOI.

Child Life

Current Insureds	All current amounts are guaranteed.
Newly Eligible (new hire or acquire first eligible child)	All coverage is guaranteed without EOI if elected within 31 days of initial eligibility.
Initial and Future Annual Enrollments	All coverage is guaranteed without EOI if elected during annual enrollment period. Employees with children previously declined coverage by Minnesota Life are not eligible without EOI.
Family Status Change (marriage)	All coverage is guaranteed without EOI if elected within 31 days of a qualified status change. Employees with children previously declined coverage by Minnesota Life are not eligible without EOI.
Outside of Newly Eligible, Enrollments, and Family Status Changes	Electing or increasing coverage requires EOI.

Proposal Terms and Conditions

- Quote is valid for 90 days and is based on census data submitted. If actual enrollment or plan design differs materially, we reserve the right to review and modify the rates as necessary.
- Individuals may be covered only once under the group policy. Employees cannot also be insured as a spouse or child, a child can only be insured by one parent, and an individual cannot be insured as both an ex-employee and a current employee.
- Quote requires the replacement of existing supplemental life plan(s) and that this will be the only supplemental life plan offered.
- Rate Coverage Period: July 1, 2019 through June 30, 2023, followed by 2 1-year options (capped at a 5% increase in rates)
- Our Quote assumes that all lives will be transferred according to the chart below and that coverage will be provided on a no loss/no gain basis. Because the current plan has a waiver of premium provision, those eligible under that provision will continue to be insured by the prior carrier. Others will be insured by Minnesota Life.

Status of Employee on July 1, 2019	Responsible Party
Disabled and on approved waiver of premium	Incumbent Carrier
Disabled and not yet approved waiver of premium	Incumbent Carrier/Minnesota Life*
Disabled and satisfying elimination period	Incumbent Carrier/Minnesota Life*
Absent due to disabling ailment	Incumbent Carrier/Minnesota Life*
Absent due to nondisabling ailment	Minnesota Life
On vacation	Minnesota Life
On non-medical leave of absence	Minnesota Life
On excused absence (funeral, etc.)	Minnesota Life
At work	Minnesota Life

* Employees on approved waiver of premium on the effective date will stay with the incumbent carrier under the current waiver of premium provision. If an employee is absent due to disability but not yet eligible or approved for waiver of premium, we recommend that premiums be paid to Minnesota Life. If the employee returns to work or otherwise does not satisfy the requirements for approved waiver of premium, Minnesota Life will be responsible for the ongoing life insurance coverage. If the employee remains disabled and satisfies the requirements for a waiver of premium claim, the claim should be filed with the incumbent carrier. Similarly, if the employee dies while totally disabled but before satisfying the waiting period for a waiver of premium claim, the death claim should be filed with the incumbent carrier. In any event, either Minnesota Life or the incumbent carrier will provide coverage for every insured employee.

- The contents of this plan are based on information provided to us in the request for proposal or by you, your broker or consultant, or your TPA. If the information is incomplete or inaccurate, we reserve the right to review and adjust rates. In addition, key terms of this proposal may change, such as which products are available and whether coverage will be issued by Minnesota Life Insurance Company or its affiliate, Securian Life Insurance Company.
- Our proposal is based on our standard portability provisions and AD&D exclusions as filed with the state insurance department
- Rates assume State of Nebraska will administer the plan and maintain records.
- We reserve the right to review the appropriateness of the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than . Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the RFP.
- Any proposed performance guarantee amounts at risk will be reevaluated in the event of plan design or volume changes.
- Issued policies will comply with applicable state insurance laws and coverage restrictions or limits may apply.
- Securian Financial Group is licensed to do business in the United States and our proposal covers employees working in the U.S. We're happy to discuss solutions for your employees working outside the U.S. to meet the changing benefits needs of a global workforce.
- If selected as a finalist, Securian Financial Group's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language and provide a list of items to discuss with client's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.
- It is the employer's obligation to determine the applicability of and compliance with any ERISA or DOL rules. Under Department of Labor rules, certain employee-pay-all group plans may not be subject to ERISA rules. However, the employer should consult counsel to determine if this plan falls within the exemption.

Termination

Term Life	Terminates at retirement, loss of eligibility, or termination of employment
Voluntary AD&D	Terminates at retirement, loss of eligibility, or termination of employment

Life Exclusions

Basic	No exclusions
Employee Supplemental Life	Suicide exclusion applies. This exclusion limits our liability to an amount equal to the premiums paid for an insured if the insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance. For existing amounts transferred to our policy, the time insurance was in force under the prior policy(ies) will count toward this two year limitation.

Ridered and Voluntary AD&D Exclusions

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- Self-inflicted injury, self-destruction, or autoeroticism, whether sane or insane; or
- Suicide or attempted suicide, whether sane or insane; or
- Your participation in, or attempt to commit, a crime, assault, felony, or any illegal activity, regardless of any legal proceedings thereto; or
- Bodily or mental infirmity, illness or disease; or
- The use of alcohol; or
- The use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected; or
- Motor vehicle collision or accident where you are the operator of the motor vehicle and your blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto; or
- Infection, other than infection occurring simultaneously with, and as a direct and independent result of, the accidental injury; or
- Medical or surgical treatment or diagnostic procedures or any resulting complications, including complications from medical misadventure; or

- Travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier; or
- War or any act of war, whether declared or undeclared.

Funding Description

Financial Basis	Non-Participating
Funding	<ul style="list-style-type: none"> • Basic Life: Contributory (Part-Time Employees) • Basic Life: Non-Contributory (Full-Time Employees) • Retiree Basic Life: Contributory under age 65, Non-Contributory after attaining age 65 • Supplemental Life: Contributory • Basic Dependent Life: Non-Contributory • Dependent Life: Contributory • Basic AD&D: Non-Contributory • Voluntary AD&D: Contributory
Non-participating (Fully pooled)	The policyholder remits premiums at the stated rate. The policyholder will not receive any experience refunds.

Plan Enhancements for Greater Employee Satisfaction

We understand how valuable employee benefits are to you and your employees. In support of this, we've identified several plan enhancements to enrich your life insurance program. In addition to matching the requested plan design, our proposal offers the following plan enhancements at no additional cost:

Additional Supplemental Life Coverage Multiples

We propose changing the supplemental life plan design from 1-5 times annual earnings to 1-8 times annual earnings to keep pace with increasing insurance needs. Over 53% of employees are currently enrolled for Supplemental Life insurance. Of those, more than 52% of supplemental life insureds are enrolled for 5 times earnings, indicating a significant desire for more supplemental life coverage amongst your employees.

In order to increase employee satisfaction in the life insurance program, we recommend increasing the maximum multiples that may be elected. The plan maximum would remain at \$2,000,000 (basic and supplemental life combined), and the guaranteed issue limit would remain the lesser of 5 times earnings or \$750,000.

In proposing this plan, we have considered benchmarking from other State employers as well as other large employers with a similar Basic Life benefit. The proposed plan compares favorably to those plans and is in line with plans with similar Basic Life benefits.

Special Open Enrollment Opportunity

In conjunction with the enhanced Supplemental Life plan, we're offering a special one-time open enrollment opportunity, whereby employees not previously declined coverage by Securian Life may increase coverage one level up to the guaranteed issue limit without evidence of insurability. Increases of more than one level, and increases above the guaranteed issue limit, are also available with EOI.

Enhanced Spouse and Child Life Plans

Dependent life insurance can assist employees in covering final expenses and the transitional period following the death of a spouse or child. While the current dependent life package offers some protection and support, it may not be adequate for differing family needs. We are proposing splitting Spouse Life coverage from Child Life coverage to allow families to cater their coverage to their specific needs.

We are proposing a plan where employees would be able to elect coverage in units of \$10,000 up to the lesser of 100% of the employee's Supplemental Life coverage or \$250,000. The guaranteed issue limit would be \$50,000.

The child life plan can remain as an option to elect \$5,000 or \$10,000.

These proposed plans offer significant increases in the ability of employees to choose options that fit their family needs. The convenience of purchasing supplemental life at work and paying for it through payroll deduction makes this coverage even more attractive.

Additional Voluntary AD&D Coverage Multiples

Voluntary AD&D insurance is a simple way to supplement life insurance amounts to protect a family's financial future if the breadwinner dies or is seriously injured as the result of a covered accident. For State of Nebraska, it is a benefit that's easy to administer and can add value to your overall benefits plan. For your employees, AD&D coverage is an inexpensive way to buy additional protection. It doesn't require underwriting and it's easy to understand.

We propose changing the Voluntary AD&D plan design from a flat benefit of \$5,000, \$7,500, or \$10,000 to 1-8 times annual earnings. Currently more than 63% of employees are enrolled for Voluntary AD&D. The plan maximum would be set at \$1,000,000, and all coverage would continue to be offered on a guaranteed issue basis. Additionally, we propose adding an option that would allow employees to enroll for a family plan option, extending some of the Voluntary AD&D benefits to cover their families.

Targeted Employee Engagement and Decision Support

Drawing from the communication best practices we have developed over years of experience with all types of demographic groups, we are prepared to roll out a strong marketing campaign to increase awareness of the State of Nebraska's supplemental life plan and VAD&D plan to optimize employee participation. We will put our expertise to work to tailor communication tools and messages that best suit your work environment and will be most effective in prompting action among your employees. We offer a variety of tools to support the process, including email, social media, video, newsletter articles, printed pieces and onsite and online presentations.

Employees are looking for help to determine the right amount of insurance for them. As a result we recommend offering our decisions support tool, Benefit Scout™. Benefit Scout helps employees take the guess-work out of selecting coverage amounts by guiding employees through a series of questions which lead to their custom fit results. This leads to a more educated population and reduces the amount of time you spent answering questions. We require a 3 touchpoint marketing campaign inviting employees to engage with Benefit Scout. These options are available at your discretion.

To introduce the new life insurance carrier, plan design changes and Benefit Scout™ we understand that clear, targeted communication is key. Your dedicated Marketing Specialist at Securian will create, implement and execute a customized communication campaign which will include a variety of communication channels in order to reach employees in ways that are meaningful to them. The State of Nebraska has a diverse workforce with employees spanning across 4 generations. Utilizing a combination of print and digital tools Securian is confident we can inform and educate employees using the channels they are familiar and comfortable with.

Sample campaign timeline:

June 3, 2019: Postcard mailed to employee's home introducing Securian Financial as the new life insurance carrier and highlighting the plan design changes as a high level. Include SMS text code on the postcards inviting employees to visit Benefit Scout™.

June 10, 2019: Email sent to employee's work email address with more information about the plan design changes, one-time guaranteed issue opportunity and a link to visit Benefit Scout™.

June 17, 2019: Follow-up email sent to employee's work email address reminding employees of the upcoming changes and guaranteed issue opportunity. Email will include the link to visit Benefit Scout™.

Week of June 24-28: Securian to conduct online webinars throughout the week that highlight the plan design changes and guaranteed issue opportunity. This forum also allows employees to ask their questions.

Family Status Change – Coverage Increase Opportunity

A good time to evaluate life insurance needs is at the time of a significant family status change (marriage, birth, or adoption). As such, we're offering an opportunity for employees to elect or increase coverage on a guaranteed issue basis at the time of a qualified status change. Employees not previously declined coverage by Securian Life may increase coverage one salary level, up to the guaranteed issue limit of the lesser of 5 times salary or \$750,000 without EOI if elected within 31 days of a qualified status change. The offer is available to current supplemental life insureds as well as those enrolling for the first time. Additional coverage is available with EOI.

Portability

Portability allows employees who are no longer eligible under the group policy to continue basic and supplemental life coverage under a group plan. Dependent coverage may also be continued, if the employee continues his or her own coverage. There is no charge to the group plan or to active employees for this benefit. Please see our plan design for details on the portability provision.

Resumes

Kjirsten Elsner

Manager, Madison Branch Office

Securian Financial
Madison Branch Office
2920 Marketplace Drive, Suite 201
Fitchburg, WI 53719

Key Responsibilities

Manages and oversees the Securian Madison branch office, which administers the life insurance program for the State of Wisconsin and Wisconsin local governments.

Experience with Securian

10 years

Insurance Industry Experience

11 years

Years of Experience in Current Role at Securian

2 years

Years of Experience in Current Role within Industry

2 years

Previous Experience

Crump Life Insurance Services

- Case Management Supervisor

Fidelity National Information Services

- Team Supervisor

Credentials

Wisconsin Life/Health License
FLMI LOMA

Education

B.B.A., Edgewood College

References

University of Wisconsin Employees, Inc.
Annette Stratman-Durrer
Board President
P: 608-265-6454
5752 Toykay Blvd
Suite 200
Madison, WI 537191237

State of Nebraska RFP 5953 Z1

University of Wisconsin Hospital and Clinics Supplemental Term Plan

Trina Ruppert

Benefit Analyst, Human Resources

P: 608-265-8895

301 S. Westfield Rd.

Ste. 200

Madison, WI 53717

University of Wisconsin Hospital and Clinics Supplemental Term Plan

Trina Ruppert

Benefit Analyst, Human Resources

P: 608-265-8895

301 S. Westfield Rd.

Ste. 200

Madison, WI 53717

Bryan Walworth

Regional Sales Vice President, Southwestern Region
Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Sales of group life and voluntary products for employer-sponsored and executive plans in the large case market.

Experience with Securian

19 years

Insurance Industry Experience

19 years

Years of Experience in Current Role at Securian

19 years

Years of Experience in Current Role within Industry

19 years

Previous Experience

Deluxe Corporation

- Consultative selling of financial services

Credentials

Life/Health License

FINRA Registered Representative

Education

B.B.A., Iowa State University

Tamra Nicholas-Nelson

Senior Implementation Manager

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Coordinates and manages the implementation of new client plans; serves as the primary contact for clients and internal teams throughout the implementation process and manages key deliverables.

Experience with Securian

22 years

Insurance Industry Experience

22 years

Years of Experience in Current Role at Securian

3 years

Years of Experience in Current Role within Industry

3 years

Previous Experience

Securian

- Account Manager – Defined Contribution Plans

Education

B.A., St. Catherine's University

References

J.M. Smucker Company

Jimmy Tai

P: (330) 684-8342

1 Strawberry Lane

Orville, Ohio 44667

Allied Solutions

Abby Ford

Wellness Coordinator

P: (317) 218-5212

1320 City Center Drive, Suite 300

Carmel, IN 46302

Atrius Health

Tracy Esperanza

Benefits Manager

P: (617) 559-8194

275 Grove Street

Suite 3-300

Newton, MA 02466

Mindy Rutzick

Manager, Client Technology
Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Responsible for implementing client-facing technology solutions for new and existing clients. Helps to ensure that new features and technologies continue to provide an easy and intuitive experience to users.

Experience with Securian

9 years

Insurance Industry Experience

15 years

Years of Experience in Current Role at Securian

1 year (2 years as supervisor)

Years of Experience in Current Role within Industry

1 year (2 years as supervisor)

Education

B.A., University of St. Thomas

Laureen Peltier

Manager, Affinity Contact Center
Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Customer Service inquiries for group life insurance plans for employers and employees. Duties include meeting performance guarantees, answering emails, chats, and phone queries.

Experience with Securian

2 years

Insurance Industry Experience

2 years

Years of Experience in Current Role at Securian

2 years

Years of Experience in Current Role within Industry

25 years

Previous Experience

Political Fundraising

- Contact Center Director

US Bank

- AVP Contact Center

Essilor Laboratories

- Customer Service Operations Manager

Education

University of St. Thomas

Missie Koenig

Manager, Affinity Customer Service

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Manages and provides leadership for the Affinity Solutions Center shared services administration units, including premium remittance, client services, contract administration, customer requests, retention, and relation projects for both the Group division and Direct Response FIG life and health products. Functions as an internal resource for questions.

Experience with Securian

18 years

Insurance Industry Experience

18 years

Years of Experience in Current Role at Securian

2 years

Years of Experience in Current Role within Industry

2 years

Previous Experience

Securian

- Engineer, Enterprise Continuous Process Improvement
- Senior Leader, Information Systems
- Systems Analyst, Information Systems
- Senior Programmer Analyst, Information Systems
- Programmer Analyst, Information Systems
- Programmer Intern, Information Systems

Credentials

Lean Six Sigma Black Belt Trained
Associate Customer Service – LOMA

Education

B.A., St. Cloud State University

Susan Munson-Regala

Second Vice President & Actuary

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Provides Actuarial & Case Underwriting leadership for Securian's Group Insurance Division. Accountable for product development and pricing as well as financial results analysis and projections. Directs the expense management and division risk management functions, and the design and pricing of reinsurance solutions. Participates on corporate financial and risk management committees.

Experience with Securian

28 years

Insurance Industry Experience

28 years

Years of Experience in Current Role at Securian

8 years

Years of Experience in Current Role within Industry

8 years

Previous Experience

Securian

- Associate Actuary, Corporate Actuarial

Credentials

Fellow of the Society of Actuaries

Affiliations/Memberships

Twin Cities Actuarial Club

Education

B.S., University of Wisconsin – Madison

Sean Solberg

Case Underwriter

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Initial analysis, pricing, and renewal review of employer-sponsored group life insurance plans.

Experience with Securian

10 years

Insurance Industry Experience

10 years

Years of Experience in Current Role at Securian

3 years

Years of Experience in Current Role within Industry

3 years

Previous Experience

Securian

- Senior Actuarial Assistant, Annuity Actuarial

Education

B.A., University of St. Thomas

Cole Cruz

Manager, Group Claims

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Oversee claims operations. Adjudicate escalated and high-dollar claims for life, accidental death, and disability. Secure, implement, and provide ongoing service to Group clients.

Experience with Securian

12 years

Insurance Industry Experience

12 years

Years of Experience in Current Role at Securian

5 years

Years of Experience in Current Role within Industry

5 years

Previous Experience

Securian

- Team Leader, Group Claims
- Training Specialist, Life Product Manufacturer
- New Business Coordinator, Life New Business
- Assistant New Business Coordinator, Life New Business
- Clerk, IntraSource

Education

B.A., University of Saint Thomas

Jolene McDermott

Team Leader of Plan Services

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Supervises team of claims client service coordinators. Responsible for new case implementation. Serves as reliable liaison between the client relationship unit and clients.

Experience with Securian

10 years

Insurance Industry Experience

10 years

Years of Experience in Current Role at Securian

4.5 years

Years of Experience in Current Role within Industry

4.5 years

Previous Experience

Securian

- Client Service Specialist, Group Claims
- Client Implementation Assistant, Group Implementation
- Group Plan Representative, Group Administration

Education

B.A., Luther College

Annie Melin

Assistant Client Services Specialist

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Responsible for new case implementation. Serves as reliable liaison between the client relationship unit and clients.

Experience with Securian

8 years

Insurance Industry Experience

8 years

Years of Experience in Current Role at Securian

4 years

Years of Experience in Current Role within Industry

4 years

Previous Experience

Securian

- Life Claims Examiner, Group Claims
- Customer Service Representative, Group Claims

Education

A.A.S., Minnesota School of Business

Andrew Dinndorf

Manager, Group Medical Underwriting

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Manages evidence of insurability processing and individual medical risk underwriting for group insurance.

Experience with Securian

1 year

Insurance Industry Experience

6 years

Years of Experience in Current Role at Securian

1 year

Years of Experience in Current Role within Industry

6 years

Previous Experience

Securian

- Team Leader, Individual Underwriting
- Senior Underwriter, Individual Underwriting

Credentials

Associate, Customer Service
Associate, Academy of Life Underwriting
Associate, Life Management Institute

Affiliations/Memberships

Home Office Life Underwriters Association

Education

B.A., University of Minnesota – Twin Cities

Donna Thomas

Client Services Specialist

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Responsible for internally coordinating and the implementation of new business for medical underwriting.

Experience with Securian

29 years

Insurance Industry Experience

29 years

Years of Experience in Current Role at Securian

29 years

Years of Experience in Current Role within Industry

29 years

Previous Experience

Securian

- Medical Underwriting

Education

B.S., University of Minnesota

Lisa Ramos

Client Services Coordinator

Securian Financial
400 Robert Street North
St. Paul, MN 55101

Key Responsibilities

Responsible for implementing and coordinating medical underwriting services for new plans as well as ongoing processes.

Experience with Securian

14 years

Insurance Industry Experience

14 years

Years of Experience in Current Role at Securian

12 years

Years of Experience in Current Role within Industry

12 years

Previous Experience

Securian

- Sales Assistant, Minnesota Life Distributors

Education

B.M., University of Minnesota and St. Olaf College

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:
		<p>Please see revisions.</p> 	<p><u>The group insurance policy(ies) issued to the State are on forms approved by the insurance regulator in Nebraska. Any deviation from those forms, which could result if a conflicting term in this Agreement controls, would be an unauthorized amendment to the filed forms. As such, the forms must control. With that said, we will work with you, to the extent practicable, to ensure that there are no conflicts.</u></p>

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; and,
7. The insurance policy(ies) issued to the State of Nebraska by Contractor.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal. Notwithstanding the foregoing, in the event that the terms of any group insurance policy issued hereunder conflicts with the terms of this Agreement, the terms of such life insurance policy will supersede those of this Agreement, solely to the extent required by applicable laws, rules, and regulations.

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:
PR			

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

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

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

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:
PR			

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:
PR			

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:
		PR <u>Please see revisions.</u>	<u>Because of the nature of the insurance products we provide, current premium payments are material to the preservation of the product. We would therefore respectfully request that any non-payment be allocated as a breach.</u>

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 reasonable 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:
PR			

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:
PR			

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:
		Please see revisions. PR	<u>We are willing to indemnify the State to the extent that the infringement arises out of an action or omission committed by us, or one of our affiliates. We do not think that we should be required to indemnify the State if the infringement is the result of the State's actions.</u>

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim; and provided further that this indemnification, defense and hold harmless obligation will not apply where the State has modified or misused any materials furnished or work performed by Contractor without the authorization of Contractor and the claim of infringement is based on the unauthorized modification or use. 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 – 81-8,308 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:
		Please see revisions. PR	

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 reasonable attorney's fees and costs, if the other Party prevails.

L. ASSIGNMENT, SALE, OR MERGER

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

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.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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.

N. FORCE MAJEURE

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

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

O. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		PR <i>Please see revisions</i>	Neither party constitutes an agency as defined by 5 USC 552a(a)(1) and as a result the referenced statute does not apply. We provided additional language explaining the potential uses for the information we collect.

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 applicable federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately within seventy-two (72) hours of confirmation promptly 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....~~

Notwithstanding anything to the contrary, Contractor and its affiliates ("Securian Enterprise") may disclose and use information obtained or created in the performance of this Agreement and/or combine it with Securian Enterprise data for the following purposes: (a) Acts allowed by the terms of the Securian Financial Group Consumer Privacy Notice (located at <https://www.securian.com/sites/securian/privacy-notices>); (b) Acts that are required by law, contract, or regulation, including, but not limited to (i) Providing information to reinsurers; and (ii) Responding to subpoenas, or as otherwise required by any law or any applicable legal or regulatory authority; (c) Acts taken for Securian Enterprise business and risk management, including, but not limited to (i) Macro-pricing studies; (ii) Performing actuarial research; (iii) Benchmarking; and (iv) Publishing analytical research; (d) Acts taken for managing group insurance products issued to the State or at the request of the State or a data subject, including, but not limited to (i) Performing its obligations under any agreement with Client, including insurance contracts; and (ii) As requested and authorized by an individual who is the subject of such Confidential Information. To the extent possible, Securian Enterprise will use deidentified data for all of the uses identified in Section 5.1 above.

P. EARLY TERMINATION

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

	<u>Please see revisions.</u> 	<u>If the underlying insurance policy(ies) have terminated, this contract shall also terminate. It would be counterintuitive to have one survive the other.</u>
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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 in a manner not agreed to herein;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

4. This contract shall terminate upon the termination of the group insurance policy(ies) issued by Contractor to the State.

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Q. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p><u>Please see revisions.</u></p> 	<p><u>This language is intended to protect those situations where a named employee terminates his or her employment with us without giving us time to obtain prior approval.</u></p> <p><u>There are several references to "Subcontractor" within this contract. We provided this definition to clarify what is meant by that term.</u></p>

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~~ To the best of its knowledge, ~~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, which approval will not be unreasonably withheld. 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.

For purposes of this Contract, "Subcontractor" or "subcontractor" shall mean any person, firm, or company that enters into a contract with Contractor specifically and exclusively for the performance of one or more of Contractor's

obligations explicitly set forth in the Contract. The term "Subcontractor" or "subcontractor" does not include any person, firm, or company utilized by Contractor to provide services that are not specifically and exclusively for the performance of one or more of Contractor's obligations explicitly set forth in the Contract, including the provision of any services used by Contractor across Contractor's portfolio of business.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:
PR			

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:
PR			

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:
		PR	<u>Please see revisions.</u> <u>This modification was made to ensure that derivative works not created specifically and exclusively for the State are exempt from the State's ownership claim.</u>

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor specifically and exclusively 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:
		PR	<u>Please see revisions.</u>

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$1,000,000 per occurrence / \$2,000,000 aggregate
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included as defined in the policy
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$3,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$5,000,000 Per Claim / \$5,000,000 Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$2,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$2,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall also include 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."	

Commented [G51]: Securian Comment – Effective 3/1 we will have \$10,000,000 Per Claim / \$10,000,000 Aggregate

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

3. EVIDENCE OF COVERAGE

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

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

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

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new [ACORD evidencing new declarations page 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:
		Please see revisions. 	<u>These revisions are made to ensure that any antitrust claim for damages are properly allocated.</u>

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; provided, however that this assignment shall only be to the extent that such overcharges are passed on to the State. It is agreed that Contractor retains all right to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		Please see revisions. 	<u>This revision is made to account for the unlikely scenario that an unforeseen relationship exists.</u>

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

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

J. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site

rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

K. ADVERTISING

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

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

L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

M. DISASTER RECOVERY/BACK UP PLAN

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

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

N. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor. The State acknowledges that Contractor is required to pay state premium taxes on insurance business it issues and that the state premium tax obligations arising from the insurance business issued to the State are reflected in the premium rates agreed to by the parties.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>PR</i>	The following modifications were made to properly account for the fact that this will be a plan administered by the State.

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

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

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

The State shall calculate the group insurance premium owed to the Contractor pursuant to rates that are separately agreed to by the parties in writing. The group insurance premium shall be self-billed by the State, based on the State's records in a format to be separately agreed to by the parties. Premium payments shall be payable by the State to the Contractor as provided in the group insurance policy(ies) issued by the Contractor. The State represents and warrants that the records used by the State to calculate the group insurance premium payable to the Contractor shall be complete and accurate.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>PR</i>			

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

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

E. PAYMENT

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

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 73-508(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:
PR			

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:
PR			

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.

Deviations

- **Accelerated Benefit:** The current policy pays out an accelerated benefit if the insured is diagnosed with certain illnesses regardless of what the life expectancy is. Minnesota Life's proposal only pays upon diagnosis of terminal illness.
- **AD&D Details:**
 - The 3rd degree burn benefit on the current policy pays an amount based on the percent of body burned (75% or more = 100%, 50-74% = 50%). We will pay if the insured is burned and disfigured to the point of needed reconstructive surgery and burned over at least 25% of the body.
 - The proposed plan offers Waiver of premium instead of the current Total and Permanent Disability AD&D benefit, which provides a very similar benefit.
 - We have slightly different exclusions but the intent of both policies are the same.

Value Added Benefits: more than just life insurance

Financial Wellness 360™

Financial Wellness 360™ is a comprehensive financial wellness program that offers flexible solutions to meet the workforce needs. Because individuals want to learn about different topics in different ways, Financial Wellness 360 provides a variety of avenues to inspire, educate, and encourage employees to make lasting change. The Financial Wellness 360™ experience is offered through several components: SmartDollar®, Advisor Connection, Student Loan Assistance Benefits, and Lifestyle Benefits.

Guided Online Experience



- Over 25 years in the financial wellness space
- Over 2.5 million families have completed the courses

SmartDollar® is a guided online program that takes a holistic approach to financial wellness, producing lasting behavior change. Acting as an online personal financial coach, SmartDollar® meets users where they are and helps them from the day they start the program all the way through their retirement. The average SmartDollar® user pays off \$7,400 in debt and saves \$4,800 in the first year. Securian has invested in bringing SmartDollar® to our employer clients at exclusive rates. A customized quote [will](#) be provided upon request.

View a brief introduction video describing how SmartDollar can help employees achieve financial wellness:

<https://www.smartdollar.com/business>

Advisor Connection

Advisor Connection brings turnkey, financial education to the worksite at no additional cost. Convenient, on-site sessions help employees address financial concerns with personal finance and retirement topics that provide actionable strategies for all ages and career stages. And Advisor Connection gives employers the ability to offer a valuable benefit without the complexities of program management.

The 60 – 90 minute educational sessions are conducted by experienced, Securian-affiliated financial advisors. Employees may also take advantage of a complimentary, no obligation consultation with a financial advisor after the session to address their unique situation.



Student Loan Assistance Benefits

There is over 1.48 trillion dollars in student loan debt in America.¹ To help employees impacted by student loan debt, regardless of age, Student Loan Assistance Benefits are available through CommonBond for Business™. Our solution allows employers to attract top talent, retain highly valuable team members, and promote financial wellness among their workforce through four a-la-carte components: a student loan evaluation tool, refinancing, smarter student loans, and an employer contribution platform. Many components are offered at a discounted Securian rate.

Lifestyle Benefits

Like many employers, <<clientShort>> is looking to provide additional value to its employees while staying prudent about the bottom line.

Lifestyle Benefits are a suite of additional financial resources that help employees meet today's financial challenges and plan for tomorrow, using self-service and telephonic tools. Employees can use the services as they need them and Securian will provide the necessary communication materials to promote these services.

Resources to help plan for tomorrow

Beneficiary Financial Counseling from PricewaterhouseCoopers helps beneficiaries make sound financial decisions at a difficult time

- Access to a financial counseling website for 12 months
- Financial fitness assessment
- Step-by-step assistance in completing a personalized financial plan



Legal, Financial and Grief Counseling provided by LifeWorks

- Includes instructions and templates for creating a simple will
- Thirty-minute face-to-face consultation with an attorney for each unique legal issue
- Makes a crucial step in financial planning a little easier as there is unlimited telephonic access to financial planners and a mobile app

Legacy Planning ResourcesSM access to a variety of information and resources to support employees and their loved ones through end-of-life issues

- Available online 24/7/365
- Topics range from writing a memorial to preparing an estate plan
- Express AssignmentTM for expedited funeral home assignments



Resources to meet today's challenges

Travel Assistance from Redpoint available for personal or business travel when 100+ miles from home

- Medical professional locator services
- Assistance replacing lost or stolen luggage, medication, or other critical items
- Identity theft services to replace documents and place protective measures on banking accounts



¹A look at student loan debt statistics, Student Loan Hero, 2018

Conversion to Secure Protector Whole Life

What is conversion of life insurance?

Conversion allows an insured whose coverage terminates under the group policy to convert his or her group coverage to an individual whole life insurance policy without providing evidence of insurability. Any portion of the coverage terminating can be converted up to or equal to the amount terminating. Your conversion rights are subject to the master contract under which you are insured.

What are the features of a Secure Protector Whole Life policy?

- Premiums are payable until death.
- Face amount of insurance is payable at death.
- Living benefit builds cash value.
- Premium amount does not increase with age.

When do I need to return my completed application?

This is dependent on your group's policy; however, in most cases all paperwork and the first quarterly premium must be in our office within **31 days** of the date your coverage terminates.

Am I able to convert dependent or spouse coverage?

Dependent and spouse coverage may be converted; check your certificate to see if they qualify. Please note: A separate application must be completed for each dependent and/or your spouse. Even if the employee is not the person converting coverage, he or she will still be required to sign on the employee signature line.

What if the insured is a minor?

If the insured is a minor (under 18) an adult will be required to be the owner of the minor's policy. Both the owner and the employee will need to sign the application. The Identity Verification form will also need to be submitted with the application.

What is the Identity Verification form for?

The Identity Verification form is only required to be completed **if you will not be the owner of your own policy or if you will be the owner of a dependent or spouse's policy**. The insured's name must be at the top of the form, and the owner's information must be filled in on the rest of the form.

What does it mean to be the owner of a policy?

The owner of the policy is the only person that we can release contract specific information to unless the owner gives us permission to release information to someone else. The owner will be the only person able to make changes to the contract, i.e., reductions to the coverage and beneficiary changes. If the owner is different from the insured, he or she is required to sign the owner line on the application and complete an Identity Verification form. *If the insured is over 18, he or she will also need to sign the application for ownership to be valid.*

What about temporary layoffs?

It's not usually necessary to enroll for conversion if you are laid off temporarily. You can usually make arrangements with your employer to keep your group insurance in force.

What if the master group contract terminates or is amended?

Depending upon applicable state law and terms of the master group contract, you may be eligible to convert all or a portion of your group life insurance.

What are primary and contingent beneficiaries?

A beneficiary is the person or entity designated to receive the death benefit when the insured passes away. A *primary beneficiary* is the first person to whom the death benefit would be paid. More than one person can be named as primary beneficiaries. A *contingent beneficiary* is only entitled to the death benefit proceeds if he or she survives all of the primary beneficiaries. *Primary and contingent beneficiary shares must total 100% independently of each other.*

How frequently may I make payments?

You may make premium payments quarterly or semiannually if each payment is at least \$10.00. To determine a semiannual premium, multiply your annual premium by 0.52. To determine a quarterly premium, multiply the annual premium by 0.27. You must initially pay a quarterly premium payment (3 months) to establish your individual life contract. After that, you may choose to pay your premiums monthly using an automatic EFT option AFTER your individual life policy has been established.

What are the Dividend Options?

Each year the Company will determine whether to allocate and distribute a portion of our surplus to various classes of policies and, as applicable, the extent to which your policy will share in this distribution. Your policy's share is referred to as a dividend and will be credited on your policy anniversary under one of the options shown below. *The distribution of a dividend is not guaranteed and defaults to paid-up additions if no selection is made.*

Cash	Paid in cash to policyowner.
Paid-Up Additions	Used to purchase paid-up additional insurance coverage. <i>This is the default dividend option at issue if no selection is made.</i>
Accumulation	Dividend left with Minnesota Life to accumulate interest.
Reduce Premiums With Balance to Paid-Up Additions	Used to pay all or part of annual premium with balance used to purchase paid-up additional insurance. Policyowner is billed for balance of premium if dividend is insufficient to pay annual premium. Annual premium frequency is required.
Loan Repayment	Used to repay a policy loan with any balance paid in cash.
Loan Repayment With Balance to Paid-Up Additions	Used to repay a policy loan with balance used to purchase paid-up additional insurance.

What is the Automatic Premium Loan provision?

Should you fail to make a premium payment before the end of the grace period, we will: (1) use any dividend accumulations you left with us to pay the premium, and (2) if necessary, we will make a policy loan to pay the balance of the premium. Please indicate on the enrollment form if you want the premium loan to be operative. *Default is "yes" if no selection is made.*

How do I complete the application?

Fill out and return your completed enrollment application along with your first quarterly premium. Please note, if your enrollment application is missing information, it will delay processing and we may reach out to you for the additional information. If we do not receive a response from you, your application will be denied.

In order to ensure we can serve you to the best of our ability, make sure you have filled out your enrollment application in its entirety and included any necessary additional documents.

How do I determine my new premium?

1. Determine your issue age. The effective date of your new policy will usually be 31 days from the date your group coverage terminates. Your issue age is your current age if, on the effective date of your new policy, more than six months remain until your next birthday. Otherwise, it is the age you will be on your next birthday.
2. Find the annual premium rate per \$1,000 for your issue age in the rate table.
3. Multiply the rate by the amount of insurance you are requesting.
4. Add the annual policy charge of \$3.00 per \$1,000 of coverage, not to exceed \$75.00.

Here are examples to help you determine your new premium. Please complete the column below.

Line		Example 1	Example 2	You
1.	Birth date	Sept. 6, 1960	Sept. 6, 1960	
2.	Last day of coverage	April 30, 2015	August 31, 2015	
3.	Effective date of new policy (the first of the month following 31 days after line 2)	June 1, 2015	October 1, 2015	
4.	Actual age on effective date of new policy	54	55	
5.	Are there more than six months from the effective date (line 3) of your new policy until your next birthday? (Yes or No)	No	No	
6.	Issue age on effective date of new policy. If "Yes" on line 5, your issue age equals your actual age on line 4; if "No," your issue age is the age you will be on your next birthday.	55	55	
7.	Amount of new insurance	\$22,167	\$75,000	
8.	Premium rate per \$1,000 for age on line 6	25.107620	25.107620	
9.	Amount times rate divided by 1,000 = (line 7 times line 8 divided by 1,000)	\$556.56	\$1,883.07	
10.	Annual policy charge = \$3.00 per \$1,000 coverage, to a maximum of \$75.00	\$66.50	\$75.00	
11.	Annual premium = (line 9 plus line 10)	\$623.06	\$1,958.07	
How to determine premium payment amount for semiannual or quarterly payments:				
Semiannual premium = Annual premium (line 11) x 0.52		\$323.99	\$1,018.20	
Quarterly premium = Annual premium (line 11) x 0.27		\$168.23	\$528.68	

Annual premium rate per \$1,000*

Age	Premium Rate						
0	\$3.405214	28	\$8.100980	56	\$26.595556	84	\$150.488986
1	\$3.487338	29	\$8.430629	57	\$28.183925	85	\$160.555092
2	\$3.590822	30	\$8.779250	58	\$29.880792	86	\$171.194903
3	\$3.707466	31	\$9.148092	59	\$31.704973	87	\$182.438356
4	\$3.834492	32	\$9.538508	60	\$33.668479	88	\$194.067210
5	\$3.969973	33	\$9.950965	61	\$35.780021	89	\$205.988322
6	\$4.111884	34	\$10.385991	62	\$38.047114	90	\$218.093104
7	\$4.260060	35	\$10.845683	63	\$40.475694	91	\$230.405034
8	\$4.414807	36	\$11.260335	64	\$43.076958	92	\$243.860941
9	\$4.576456	37	\$11.696135	65	\$45.769429	93	\$258.426091
10	\$4.745363	38	\$12.155125	66	\$48.432985	94	\$273.872391
11	\$4.871414	39	\$12.636954	67	\$51.342020	95	\$289.804609
12	\$5.001302	40	\$13.144948	68	\$54.422988	96	\$305.321303
13	\$5.134276	41	\$13.679562	69	\$57.807801	97	\$320.557881
14	\$5.271017	42	\$14.242403	70	\$61.418493	98	\$334.600351
15	\$5.410310	43	\$14.834711	71	\$65.326377	99	\$351.184327
16	\$5.738821	44	\$15.457872	72	\$69.631028	100	\$369.690692
17	\$5.882820	45	\$16.112380	73	\$74.182012	101	\$389.046396
18	\$6.029440	46	\$16.799920	74	\$79.169621	102	\$410.482702
19	\$6.179865	47	\$17.524041	75	\$84.483371	103	\$434.114303
20	\$6.336762	48	\$18.286998	76	\$89.867485	104	\$459.939660
21	\$6.501415	49	\$19.097540	77	\$95.700610	105	\$487.698532
22	\$6.674199	50	\$19.959097	78	\$102.007778	106	\$516.854363
23	\$6.855055	51	\$20.873240	79	\$108.799068	107	\$547.294563
24	\$7.044888	52	\$21.842988	80	\$116.080842	108	\$578.835542
25	\$7.206362	53	\$22.869418	81	\$123.894032	109	\$611.709205
26	\$7.490908	54	\$23.957411	82	\$132.193115	110	\$645.357259
27	\$7.789151	55	\$25.107620	83	\$141.037067		

*Rates are subject to change if it's determined they must change for all insureds.
Annual policy charge is \$3.00 per \$1,000 of coverage to a maximum of \$75.00 per year.

If you have any questions about calculating premium rates or form completion, please call 1-866-365-2374, and we will be happy to assist you.

Conversion of Group Life Insurance Enrollment

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

Name of person converting (please print first name, initial, last name)		Relationship to employee <input type="checkbox"/> Employee <input type="checkbox"/> Spouse <input type="checkbox"/> Child	
Social Security number	Date of birth	Telephone number	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Street address		City	State
		Zip code	
Name of employee (if other than person converting)		Date of birth	Telephone number
Reason for termination of group insurance <input type="checkbox"/> Termination of employment on _____ (date) <input type="checkbox"/> Retirement on _____ (date) <input type="checkbox"/> No longer eligible as a dependent on _____ (date) <input type="checkbox"/> Other _____		Name of previous employer	
		Group policy number	
		Amount of group insurance terminating	

New (Converted) Insurance

Amount of insurance being converted \$	Amount of premium attached \$	Type of insurance policy <input checked="" type="checkbox"/> Secure Protector Whole Life	Premiums payable <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly
---	----------------------------------	--	--

Dividend options (see page 1 for choices; defaults to paid-up additions if no selection made)

Automatic premium loan (defaults to having this provision if no selection is made)
Do you want the Automatic Premium Loan to be operative? Yes No

Beneficiary
Subject to the policy beneficiary provisions. Right is reserved to revoke and change any beneficiary not designated irrevocable.

PRIMARY BENEFICIARY(IES) - The person or persons named will receive the proceeds

Beneficiary first name, middle initial, last name and address	Relationship to person converting	Share % (must total 100%)
---	-----------------------------------	---------------------------

CONTINGENT BENEFICIARY(IES) - If the primary beneficiary(ies) is no longer living, the benefit is paid to this person(s)

Contingent beneficiary first name, middle initial, last name and address	Relationship to person converting	Share % (must total 100%)
--	-----------------------------------	---------------------------

AGREEMENT: Information in this enrollment form is given to obtain this insurance and is true and complete to the best of my knowledge and belief. The policy issued hereupon shall not take effect unless the first premium shall be actually paid to the Company during my lifetime upon or before delivery of the policy.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY OR ANY OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Signature of employee (if other than person converting) X	Date
Signature of owner (if other than person converting) X	Date
Signature of person converting (if over 18) X	Date

TO BE COMPLETED BY EMPLOYER (Optional):

Date on which this individual first became insured under this group policy	Date to which group premiums were paid for this individual
--	--

I certify that the information given by this employee concerning employment and group insurance with us is correct according to our records.

Group policyholder	Plan or division
Signature X	Title
	Date

Send the completed enrollment form(s) and the first premium payment(s) to:
Group Conversions, Minnesota Life, 400 Robert Street North, St. Paul, Minnesota 55101-2098

Securian Financial Group



2017 GAAP Audited Financial Statement



**Group Life and AD&D proposal
prepared by:**
Minnesota Life Insurance Company, a
Securian Company

State of Nebraska

RFP 5953 Z1
Cost Proposal

Bryan Walworth
Regional Sales Vice President, Southwest Region
651-665-4866
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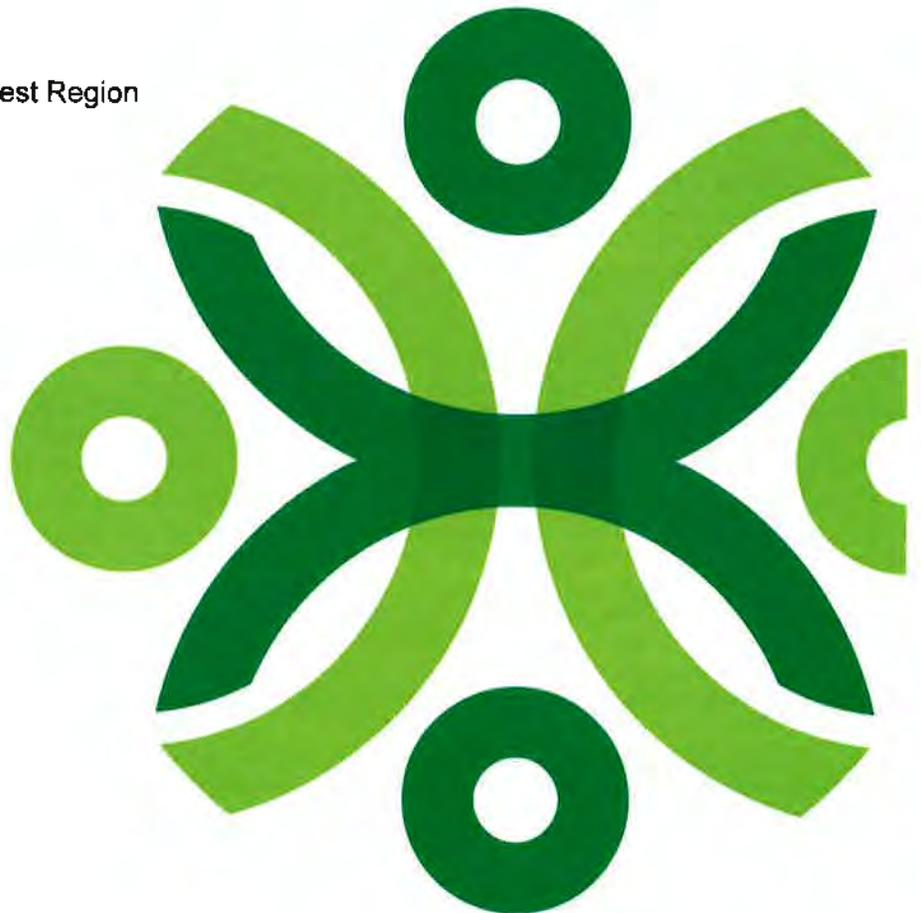


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Section 1: Cost Proposal

- Cost Proposal Addendum

Section 2: Proposed Performance Guarantees

**Exceptional
Service** shouldn't be
an exception

Performance Guarantees confidence in our promises

At Securian, we believe exceptional service shouldn't be an exception. We are committed to providing the State the best possible experience and one way we accomplish this is by meeting our service and performance standards.

Minimum Performance Standards	Annual Amount at Risk
Every Year	
Account Management Achieve an average rating of 4.0 or higher (using a scale of 1 to 5) from your benefits staff on satisfaction for: <ul style="list-style-type: none"> ✓ Treating you as a valued client ✓ Service provided by Securian team ✓ Communicating information that is important to you ✓ Ability to resolve problems ✓ Claim processing ✓ Enrollment and evidence of insurability processing 	\$8,100
Claim Processing <ul style="list-style-type: none"> ✓ Pay 95% of life insurance claims within 10 calendar days after receipt of all necessary information. ✓ Achieve at least 99% overall accuracy in the payment and distribution of life insurance products. 	\$6,500*
Evidence of Insurability Processing <ul style="list-style-type: none"> ✓ Review and take first action on 95% of all evidence of insurability applications within three calendar days after receipt in underwriting. ✓ Make final decision on 95% of all evidence of insurability applications within 10 calendar days after receipt of all necessary information. 	\$6,500 *
Customer Service <ul style="list-style-type: none"> ✓ Achieve an average answer speed of 30 seconds or less 	\$6,500*
Total Annual Amount at Risk	\$40,600*
Additional First Year Guarantee	
Program Implementation <ul style="list-style-type: none"> ✓ Overall satisfaction on the completion of key activities during the implementation (evaluation completed by benefits staff). 	\$8,100
Total Annual Amount at Risk in First Year	\$48,700*
*Penalties for each of these activities will be determined as follows: Penalty for each whole percentage point or each second by which the performance standard is missed in each activity	\$1,625
Penalties will be assessed at the end of a policy year, based on annual performance results. Measurement of the quantitative standards is based on activity for all group insurance clients combined. Performance guarantees are guaranteed through rate guarantee period and will be re-evaluated at each renewal.	
** In the event of plan design or volume changes, amounts at risk will be reevaluated.	

demonstrated