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State of Nebraska and UnitedHealthcare Insurance Company

Building health ownership together.

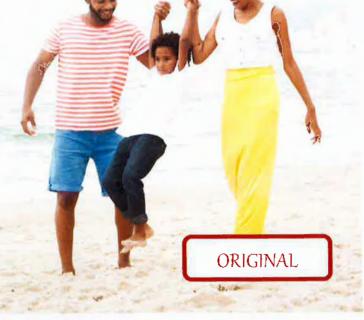
RFP# 5953 Z1

LIFE

Cost and Technical Proposal

State of Nebraska

December 2018



A Benefits Proposal for

State of Nebraska State Purchasing Bureau

Solicitation Number: RFP 5953 Z1

Due on: December 12, 2018

Issued on: December 10, 2018



Section 1	Cover Letter
Section 2	Request for Proposal for Contractual Services Form
Section 3	Technical Approach A. Attachment A – Contractor Requirements Matrix
Section 4	Cost Proposal A. State of Nebraska UHC Life Rates Proposals B. 5953 Z1 REVISED Cost Proposal C. Life Performance Guarantees
Section 5	Section II – Terms and Conditions
Section 6	Section III – Contractor Duties
Section 7	Section IV – Payment
Section 8	Section V – Project Description and Scope of Work
Section 9	Section VI – Proposal Instructions
Section 10	Form A – Bidder Contact Sheet
Section 11	Acknowledgement of Addenda A. 5953 Z1 Addendum One Revised Schedule of Events B. 5953 Z1 Addendum Two Questions and Answers C. 5953 Z1 Addendum Three Revised Schedule of Events D. 5953 Z1 Addendum Four Questions and Answers

Section 12 Additional Attachments

- A. RFP 5953 Z1 Deviations
- B. Confidential and Proprietary Information
- C. Company Overview
- D. Conversion Request Form
- E. Sample Implementation Timeline
- F. State of Nebraska Management and Service Team
- G. Account Team Resumes (Redacted)
- H. Enterprise Resiliency and Response Program Overview
- I. Sample Life Policy
- J. Sample Life Certificate of Coverage
- K. Sample Life Enrollment Form
- L. UnitedHealthcare Value Added Services Brochure
- M. Subcontractor Listing for State of Nebraska (Redacted)
- N. Trademarks and Service Marks

UnitedHealthcare®

UnitedHealthcare® is the brand name under which a group of affiliated companies collectively market ancillary benefit products, including Critical Illness, Dental, Disability, FMLA Administration, Life, and Vision. To promote ease of understanding for the reader, UnitedHealthcare will be the name used throughout our response except where addressing questions or forms which specifically require the administrating, bidding or underwriting entity to be named. UnitedHealth Group Incorporated ("UHG") is the ultimate parent organization of the legal entities behind the UnitedHealthcare brand, except where noted.

Dental

Our Dental products include self-funded and fully-insured PPO, INO, Indemnity and HMO. Our primary Dental product brand is UnitedHealthcare Dental.

Dental Benefit Providers, Inc. ("DBP") administers fully-insured dental PPO and INO plans nationwide based on availability, as well as self-funded plans (except in CA). In some circumstances the contracting entity for administrative only services may be United HealthCare Services, Inc., a parent company of Dental Benefit Providers, Inc.

Fully-insured PPO and INO plans are underwritten by UnitedHealthcare Insurance Company, UnitedHealthcare Insurance Company of New York based on licensure. In California, our PPO and INO dental plans are administered by Dental Benefit Providers, Inc. d/b/a Dental Benefit Administrative Services.

Dental Benefit Providers of California, Inc. administers self-funded plans in CA, and also offers the UnitedHealthcare Dental, PacifiCare Dental and Pacific Union Dental branded DHMO products. It is a licensed Knox-Keene entity in California regulated by the California Department of Managed Health Care,

Additionally, we offer HMO products which are administered by Dental Benefit Providers, Inc. through the following licensed HMOs:

- Dental Benefit Providers of Illinois, Inc. offers our HMO plan in Maryland and Florida.
- Nevada Pacific Dental offers our HMO plan in the state of Nevada.
- National Pacific Dental, Inc. offers our HMO plan in the state of Texas.
- DBP administers and markets a DHMO plan in Florida through Solstice Benefits, Inc. a licensed Prepaid Limited Health Services Organization Chapter 636 F.S. Solstice Benefits, Inc., is not owned by UHG.

Disability

Our Disability products include Short Term Disability on an administrative services only (ASO) basis, fully-insured Short Term Disability and fully-insured Long Term Disability.

Our Disability products are provided by UnitedHealthcare Insurance Company, Unimerica Insurance Company and in New York by Unimerica Life Insurance Company of New York and in California by Unimerica Life Insurance Company.

Life

Our Life Insurance products are underwritten by UnitedHealthcare Insurance Company, Unimerica Insurance Company and in New York by Unimerica Life Insurance Company of New York and in California by Unimerica Life Insurance Company.

Vision

Our Vision products include self-funded and fully-insured PPO plans. Our Vision product brands are UnitedHealthcare Vision and PacifiCare Vision.

Spectera, Inc. administers the self-funded and fully-insured PPO plans nationwide depending on availability. UnitedHealthcare Insurance Company and UnitedHealthcare Insurance Company of New York underwrite fully-insured vision plans depending on licensure. In some circumstances the contracting entity for administrative only services may be United HealthCare Services, Inc., a parent company of Spectera, Inc.

Critical Illness

Our Critical Illness product is underwritten by UnitedHealthcare Insurance Company...

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.
X NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.
I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.
I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

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

FIRM:	UnitedHealthcare Insurance Company
COMPLETE ADDRESS:	185 Asylum Street, Hartford, CT 06103
TELEPHONE NUMBER:	(860) 702-5000
FAX NUMBER:	(860) 702-7916
DATE:	December 10, 2018
SIGNATURE:	dan Ke dad
TYPED NAME & TITLE OF SIGNER:	Jim Bedard, Authorized Representative

REVISED Attachment A

Contractor Requirements Matrix Request for Proposal Number 5953 Z1

Bidder Name: UnitedHealthcare Insurance Company

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

	CONTRACT ADMINISTRATION
	Contractor must include a Waiver of Premium provision for employees becoming disabled on or after the program effective date of July 1, 2019.
1.	Response:
	Confirmed. If an employee becomes totally disabled, as defined in your policy, he or she may forego premium payments and use those funds for living expenses and health care costs.
	The waiver of premium remains in effect even if the group policy terminates. The program is for those who become totally disabled before age 60 and remain totally disabled for 6 months.
	Waiver of premium begins after the employee has completed the 6-month disability elimination period. During that time, we assess whether or not they meet the disability qualifications for waiver of premium and coverage continues, provided premiums are paid. If approved, we refund the premiums paid from the first of the month following the date of disability.
	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.
2.	Response: Please refer to our Sample Life Certificate of Coverage and Policy, included in the Attachments section of the RFP, which contains a schedule of benefits within the policy. Our policy has no maximum dollar amount limitation; therefore no exceptions would be necessary. Our supplemental life policy contains a two-year suicide exclusion with credit given for time covered under a previous policy.
	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.
3.	Response: Confirmed.
	Adhere to the inclusion of provisions to protect the State from multiple deaths in a single occurrence.
4.	Response: Confirmed.
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.
J.	Response: Confirmed.

Response: We require a certified copy of the death certificate along with the life insurance claim. We may also require a copy of the accident or toxicology report. Most often, AD&D claims are paid upon receipt of the life claim, so we have the necessary information and death certificate. However, we may need additional documentation to confirm the accident was independent of all other causes and not subject to one of the exclusions in the policy. We may request a copy of the accident report, toxicology report or verification that medications were prescribed by a physician. In some cases, we enlist an investigative service to obtain additional information regarding the circumstances of death.
Maintain an internal audit program and provide the State with a copy of the most recent internal audit report upon request. Response:
We maintain an internal audit program. We use the following quality review measures to monitor the timeliness and accuracy of our claim adjudication processes: Statistical Review – Assess financial and procedural accuracy of claim processing and satisfy internal and external reporting needs
 Processor Review – Conduct baseline audits to measure the quality of individual processors
■ New Hire Trainee Certification Review –Quickly identify training gaps and training opportunities
 End-to-End Audit – Address current quality assessment gaps; validate that all supporting systems and data are loaded correctly; verify the accuracy of supporting data
We offer you and your employees the highest quality in claims processing through these processes.
-

	Response: We will provide a contract and certificate of coverage, and include all necessary rounds of review by the State.
	We will provide a certificate of coverage and policy to the State within 45 business days of receipt of all necessary policyholder information.
	As this is a fully insured quote, we will provide the State with a certificate of coverage, rather than a summary plan descriptions (SPD), which is a self-funded document.
	Provide SPDs in an electronic format for access via internet or intranet.
12.	Response: We will send certificates of coverage to the State electronically, which can be posted to your intranet site.
	SPDs that summarize the benefits provided under the plan are specific to self-funded plan members. We provide a certificate of coverage for fully insured plan members.
	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:
13.	All claims are processed at our South Portland, Maine office.
	The State will be supported by Jane Perez, as your strategic client executive, as well as your account management team, who will assist the State in ongoing administration of the plan.
	Design, submit for approval, and print enrollment forms with the State's logo for use by plan participants to enroll, designate beneficiaries, and change their coverages, in accordance with plan provisions.
14.	Response: Because you will have self-administered billing, we do not maintain eligibility or enrollment data; therefore, you do not need to provide files or forms. As such, this question is not applicable.
	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.
	Response:
15.	As previously mentioned, we are happy to provide samples of communications to the State for review and approval prior to distribution.
	We will send certificates of coverage to the State electronically, which can be posted to your intranet site.
	Provide routine underwriting and actuarial services.
	Response:
16.	We will provide a wide range of underwriting services, including overall program accounting, claim projections, calculation of premium equivalent rates, projections of the cost impact of benefit design changes, reserve estimates and more.
	We do not provide certified actuarial services.
	Deliver an Administration Manual containing all user guidelines on such matters as eligibility, reports, plan summaries and procedures 60 days prior to plan year.
17.	Response: Confirmed. Available through the United Healthcare administration website, your administration manual provides the State with direction for administering their benefits, including general eligibility, billing and payment policies.

Provide employer portal to monitor the status of claims, EOI, etc. Response: Confirmed. Our customer portal, eAdministration, offers a suite of resources to help you with life, supplemental life and accidental death & dismemberment (AD&D) product. including monitoring the status of claims and evidence of insurability applications. Our portal provides you with easy access to: Forms library: Provides access to claim, beneficiary, enrollment and medical 18. underwriting forms e-Bill services: Enables you to update billing information, access a 12-month history of invoices/ payments and make electronic payments Report portal: Contains various claim and underwriting reports You can check the status of a claim at any time. Our online claim reports are updated nightly and provide information on paid and pending claims as well as the status of waiver of premium and evidence of insurability applications. 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. Response: Confirmed. Calls received after 5 p.m., CT, route directly to an after-hours voicemail box. We check voicemail messages at 8 a.m. and return the call by 10 a.m. the following day. We do not currently offer the capability for members to contact customer service via email. We provide nationwide customer service through our single toll-free call center. We offer a toll-free TDD service for the deaf and hearing-impaired populations. We are committed to ensuring that each member has access to customer service and quality care. 19. All claim calls are received in our customer contact center where they are answered on a first-in first-out basis by our customer service representatives. All inbound calls to intake and member services are recorded. In the event the customer service representatives cannot assist the caller, the call is transferred to the claim specialist. Calls with claim specialists are not recorded. They are, however, documented in the member's claim file. At this time, we keep all recorded call data indefinitely for historical reporting. Call center metrics are measured and reported on internally, as well, however, this information is not shared with the policyholder. Our call center operates Monday through Friday from 7 a.m. to 5 p.m., CT. The call center is staffed with experienced call center representatives who can answer general benefits questions as well as address specific company-sponsored benefit plan information. Claim specialists are available Monday through Friday from 7 a.m. to 4 p.m., CT. Maintain claim files to support payment, denials and appeals. Documentation must be legally acceptable and readily accessible. 20: We confirm we will maintain claim files to support payment, denials and appeals. Our claim systems provide detailed notes on the current status of claims. However, in an effort to safeguard against any potential violation of corporate, state or federal

regulations regarding the protection of private information, customers are not provided

with direct access to our claim systems. In the alternative, we offer a variety of reporting options that provide necessary information to our customers. Our standard disability reports contain information on claims by diagnosis, benefits paid, claims by division, diagnostic category and claim totals. Paid Claim reports and Open and Closed Claim reports are also available. The following reports are also available on an ad hoc basis: Claim Incident, Claim Status, Data Analyzer, Disability Benchmarking, Disability Top Ranking Diagnostic, Key Indicators, List Time Trends, New Claims Submitted Trends, and Payments and Deductions. Indicate settlement processes and options available to beneficiaries. Specify the interest credit on claims from the date of death or proof of death until payment to beneficiary. Response: In most cases, we establish a wealth management account for the beneficiary, at the beneficiary's voluntary election, through our sister company. Optum Bank, This option is available when the payment on a group life (basic or supplemental) and/or accidental death & dismemberment (AD&D) claim exceeds \$5,000. Claim payments are deposited directly into this FDIC-insured account, and the beneficiary has immediate access to the 21. funds. We do not limit the number of debit card transactions or checks that can be used during the month—the beneficiary can withdraw all or part of the money in the account at any time without penalty. Guidelines for wealth management accounts vary and are dependent on the beneficiary's state of residence. Life settlements that are less than \$5,000 are paid to the beneficiary by check and sent via regular mail. Per the Interest P&P for Nebraska, the State's current rate is 3.214 percent. Make determinations with respect to submitted claims, including claim investigation and analysis prior to payment. Response: Confirmed. To prevent fraud (and validate a claim), we require a certified copy of the death certificate along with the life insurance claim. We may also require a copy of the accident or toxicology report. Our claim specialists are trained to assess and identify potential fraudulent claims, and we use internal and external resources to investigate, as 22. needed. Most often, AD&D claims are paid upon receipt of the life claim, so we have the necessary information and death certificate. However, we may need additional documentation to confirm the accident was independent of all other causes and not subject to one of the exclusions in the policy. We may request a copy of the accident report, toxicology report or verification that medications were prescribed by a physician. In some cases, we enlist an investigative service to obtain additional information regarding the circumstances of death. 100% of life claims will be processed within 15 business days of the receipt of required documentation. Response: 23. Confirmed. This metric has been include in our Performance Guarantees. Contractor must have a process for finding missing beneficiaries. 24.

Response: Confirmed. To find a missing beneficiary, we can do a number of things, including: Review the death certificate for the information Review the obituary for next of kin information Call the human resources department of the employer to ask if there is a family member we can contact Call the funeral home Use the services of an investigative firm Provide the exact same current plan to the NDOL employees due to NDOL employees being grandfathered into the Plan. 25. Response: Confirmed. **IMPLEMENTATION** Provide a detailed timeline and implementation plan including deadlines set forth in this RFP including State resources and personnel required. Response: Please refer to our Sample Implementation Timeline, included in the Attachments section of the RFP, which includes deadlines and responsibilities. 26. In order for us to successfully implement business, we need a completed application and a binder check. After that, we perform the majority of the tasks associated with implementation. It is our overarching goal to assume as much of the responsibility as possible, while keeping you informed of details, progress and any deliverables we may need from you. Load, audit and insure clean eligibility data a minimum of 30 days prior to program effective date of July 1, 2019. Response: 27. Because you will have self-administered billing, we do not maintain eligibility or enrollment data; therefore, you do not need to provide files or forms. As such, this question is not applicable. Identify any programs, systems, or administrative opportunities that your organization can provide during the implementation process that would be beneficial to the State. Response: We strive to offer new and unique ways for you to do business with us. Here are just some of the things we offer to improve your experience: Value-added services: Our life insurance products include the following services 28. at no additional cost to you or your employees: travel assistance, will and trust preparation, bereavement/counseling services and wealth management consultation. Special features: Our life insurance products include accelerated death benefits and waiver of premium, and our AD&D products include seat belt and air-bag riders. We also offer optional benefit riders, such as child care expense and

education benefits.

Ease of use and administration: Our internal experts in sales, service, underwriting and claims management function as a single, multi-faceted team who work in tandem to ensure your account is running smoothly. Claims management: Our claims management staff has 15 years of experience, on average, working with claimants. Improved flow of information: We provide simple and real-time access to important information through our self-service online tools and automated call center. Financial strength: We currently have a rating of AA by Standard and Poor's (United HealthCare Insurance Company). Attach a description of your conversion process and include a copy of your conversion request form, if applicable. Response: Conversion allows your employees the opportunity to convert basic, supplemental and dependent life insurance coverage to an individual whole life policy without submitting evidence of insurability. In order to do so, the employee must apply for conversion within 31 days of loss of coverage. There is no waiver of premium benefit, and the benefits provided under the converted plan may be different from the benefits provided under the employer's plan. The premium for converted coverage differs from the premium charged under the group policy. Rates are based on the employee's age, gender and risk level. The individual is billed directly. We include a conversion application in our administration guide that employers can provide to employees upon termination or ineligibility (e.g., they no longer work the minimum number of hours required by the policy). Please refer to the Conversion Request Form, included in the Attachments section of the RFP. REPORTING Monthly and quarterly claims paid/denied reports must be available no later than the end of the month following the close of the period in question. Response: Confirmed. You may access life insurance reports and check the status of a claim at any time. Our online claim reports are updated nightly and provide information on paid and pending claims as well as the status of waiver of premium and evidence of insurability applications. A year-end financial accounting for the program within 60 days of the contract anniversary date. Response: Confirmed. Annual generation of eligibility listing in hard copy or online reporting. Describe your online reporting function(s). Response:

29

30.

31.

32.

enrollment data.

Because you will have self-administered billing, we do not maintain eligibility or

Our standard life insurance reports include the following:

- Paid claims
- Pended and waiver claim lists
- Medical underwriting reporting

We can provide ad hoc reports upon request.

PERFORMANCE GUARANTEES

Do you have a formal performance guarantee program? If so, please provide a copy...

33. Response:

Our Life Performance Guarantees are included within this proposal.

BILLING

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

Response:

34.

We will continue to provide the State with self-billing capabilities.

SELF-BILL CAPABILITIES

We offer self-bill capabilities to all of our customers. We have convenient online billing statements, an easy-to-use self-bill template in Excel and several premium payment options.

A Benefits Proposal for

State of Nebraska - Current rate structure

RFP 5953 Z1

Issued on: December 6, 2018



Why Choose UnitedHealthcare?

Cost Savings

Get administrative credits when purchasing more than one plan from UnitedHealthcare. The more you bundle, the more you save.

Convenience

The advantages available when purchasing multiple products include:

- One account management team
- Simplified eligibility and enrollment process
- Consolidated billing
- One dedicated customer service line and member website

Better Health

To help your employees make better health care decisions, all members receive actionable health and wellness education. When you purchase medical and specialty products together, we leverage employee claims data to provide personalized recommendations. We call that approach Bridge2Health.

- For individuals with specific chronic illnesses, our targeted outreach encourages them to receive care that can improve their health and reduce costs.
- For members who file disability claims, case managers help manage their recovery so they can return to health and return to work.

Bridge2Health is available to groups with medical coverage and one or more specialty products. Ask your consultant or UnitedHealthcare representative for participation requirements.

Where else can you find as much value from one organization? Now is the time to discover the strength of our UnitedHealthcare Specialty Benefits product portfolio.

About UnitedHealth Group®

UnitedHealth Group is a diversified health and well-being company dedicated to helping the health care system work better. UnitedHealth Group's mission is to help people live healthier lives by:

- Seeking to enhance the performance of the health system and improve the overall health and well-being of the people the company serves and their communities;
- Working with health care professionals and other key partners to expand access to quality health care so people get the care they need at an affordable price; and
- Supporting the physician/patient relationship and empowering people with the information, guidance and tools they need to make personal health choices and decisions.

		State of Nebraska Life Proposal
		Effective Date: July 1, 2019
	Class 1	Class 2
Employee Basic Life Insurance		_2
)	Primary	Primary
Legal Entity	United Healthcare Insurance Company	United Healthcare Insurance Company
Eligibility *	All Active Full Time NDOL Employees working a minimum of 40 hours per week. (Closed Class)	All Other Active Full Time Employees excluding NDOL employees, working a minimum of 40 hour per week.
Basic Annual Earnings (BAE) Definition	The Annual Earnings received from the Covered Person's Employer for the year ending immediately prior to the Policy Anniversary period. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.	Not Applicable
Benefits Payable	Control of the last of the las	
Benefit	1 X BAE Rounded to the Next higher \$1,000 plus \$2,000	\$20,000
Benefit Maximum	\$60,000	\$20,000
Benefit Minimum	\$10,000	\$0
New Hire Guarantee Issue Limit	\$60,000	\$20,000
Limitations and Exclusions		
Evidence of Insurability Requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.
Benefit Reduction	65%@70	None
Coverage Termination	None	At Employee's Retirement
Suicide Limitation	Excluded	Excluded
Additional Features	The state of the s	
Accelerated Death Benefit	75% of applicable benefit	75% of applicable benefit
Life Expectancy	24 months	24 months
Waiver of Premium	Included	Included
Elimination Period	6 months	6 months
Disabled Prior To Age	Prior to age 60	Prior to age 60
Benefits Payable to Age	To Age 65	To Age 65
Portability	Excluded	Excluded
Conversion	Included; Must apply within 30 days of coverage termination	Included; Must apply within 30 days of coverage termination
Assumed Enrollment and Rates		
Number of Employees	14	14922
Volume of Insurance	\$743,000	\$298,440,000
Rate Basis	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage
Monthly Rate	\$0.167	\$0.050
Monthly Premium	\$124.08	\$14,922.00
Annual Premium	\$1,488,97	\$179,064.00
Employer Contribution	33%	100%
Participation Requirements	75%	100%
Broker Commissions	0%	0%
Rale Guarantee (in months)	48	48

Based on the current pricing structure with all lines of coverage combined and sold together.

		State of Nebraska Life Proposal Effective Date: July 1, 2018	
	Class 3	Class 4	
Employee Basic Life Insurance	Primary	Primary	
Legal Entity	United Healthcare Insurance Company	United Healthcare Insurance Company	
Eligibility	All Other Active Permanent Part time Employees, excluding NDOL employees working a minimum of 20 hours per week.	Pre-65 NDOL Retirees	
Basic Annual Earnings (BAE) Definition	Not Applicable	Not Applicable	
Benefits Payable			
Benefit	\$20,000	\$60,000	
Benefit Maximum	\$20,000	\$60,000	
New Hire Guarantee Issue Limit	\$20,000	\$60,000	
Limitations and Exclusions			
Evidence of Insurability Requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	
Benefit Reduction	None	Amount at retirement reduced 2% per month unt 25% in force at retirement is reached	
Coverage Termination	At Employee's Retirement	None	
Suicide Limitation	Excluded	Excluded	
Additional Features			
Accelerated Death Benefit	75% of applicable benefit	75% of applicable benefit	
Life Expectancy	24 months	24 months	
Walver of Premium	Included	Excluded	
Elimination Period	6 months	N/A	
Disabled Prior To Age	Prior to age 60	N/A	
Benefits Payable to Age	To Age 65	N/A	
Portability	Excluded	Excluded	
Conversion	Included; Must apply within 30 days of coverage termination	Included; Must apply within 30 days of coverage termination	
Assumed Enrollment and Rates		AND THE PARTY OF T	
Number of Employees	268	6	
Volume of Insurance	\$5,360,000	\$273,000	
Rate Basis	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage	
Monthly Rate	\$0.050	\$0.190	
Monthly Premium	\$268,00	\$51.87	
Annual Premium	\$3,216.00	\$622.44	
Employer Contribution	50%	0%	
Participation Requirements	75%	N/A	
Broker Commissions	0%	0%	
Rate Guarantee (In months)	48	48	

Based on the current pricing structure with all lines of coverage combined and sold together

		State of Nebraska Effective Date:	Life Proposal July 1, 2019
	Class 5		
Employee Basic Life Insurance			
	Primary		
Legal Entity	United Healthcare Insurance Company		
Eligibility	Post-65 NDOL Retirees		
Basic Annual Earnings (BAE) Definition	Not Applicable		
Benefits Payable			
Benefit	\$60,000		
Benefit Maximum	\$60,000		
New Hire Guarantee Issue Limit	\$60,000		
Limitations and Exclusions			
Evidence of Insurability Requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		
Benefit Reduction	Amount at retirement reduced 2% per month until 25% In force at retirement is reached		
Coverage Termination	None		
Suicide Limitation	Excluded		
Additional Features	STATE OF THE PARTY		
Accelerated Death Benefit	75% of applicable benefit		
Life Expectancy	24 months		
Waiver of Premium	Excluded		
Elimination Period	N/A		
Disabled Prior To Age	N/A		
Benefits Payable to Age	N/A		
Portability	Excluded		
Conversion	Included: Must apply within 30 days of coverage termination		
Assumed Enrollment and Rates			
Number of Employees	150		
Volume of Insurance	\$1,846,760		
Rate Basis	Composite per \$1,000 of coverage		
Monthly Rate	\$0.190		
Monthly Premium	\$350,88		
Annual Premium	\$4,210.61		
Employer Contribution	100%		
Participation Requirements	100%		
Broker Commissions	0%		
Rate Guarantee (in months)	48		

Based on the current pricing structure with all fines of coverage combined and sold together

		State of Nebraska Effective Date:	Life Proposal July 1, 2019
Employee Supplemental Life	Class 1	Ellective D4(6;	outy 1, 2019
Insurance			
	Primary		
Legal Entity	United Healthcare Insurance Company		
Eligibility	All Other Active Full Time Employees working a Minimum of 40 Hours per week and Permanent Part Time Employees working a minimum of 20 hours per week. Excludes NDOL grandfathered employees.		
Basic Annual Earnings Definillon	The Annual Earnings received from the Covered Person's Employer for the year ending immediately prior to the Policy Anniversary period. Annual Earnings do not include commissions, bonuses, overtime pay and other extra		
Benefits Payable			
Benefit	.5x , 1x, 1.5x, 2x, 3x, 4x, 5x BAE, rounded to the next higher \$1,000		
Basic and Supplemental Combined Benefit	\$2,000,000		
Maximum	\$7E0.000		
New Hire Basic and Supplemental Life Combined Guarantee Issue Limit	\$750,000		
Initial Enrollment Annual Enrollment	True Open: See assumptions for details Included: See assumptions for details		
Annual Enrollment Limitations and Exclusions	monuted: See assumptions for details		
Evidence of Insurability Requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		
Benefit Reduction	None		
Coverage Termination	At Employee's Retirement		
Suicide Limitation	2 Years		
Adultional Features Accelerated Death Benefit	75% of applicable benefit		
Life Expectancy	24 months		
Waiver of Premium	Included		
Elimination Period	6 months		
Disabled Prior To Age	Prior to age 60		
Benefits Payable to Age Portability	To Age 65 Included: the lesser of Covered Person's insurance under the Policy or \$500,000		
Conversion	Included; Must apply within 30 days of coverage termination	*	
eAPP Evidence of Insurability	Available		
Personalized Enrollment Forms	Available		
Assumed Enrollment and Rates	200		
Number of Employees Volume of Insurance	8171 \$1,480,479,000		
Rate Basis	Unisex Unitobacco Age-banded per \$1,000 of		
Manihir Pata	соуегаде		
Monthly Rate Under 25	\$0.024		
25 - 29	\$0.024		
30 - 34	\$0.032		
35 - 39	\$0.049		
40 - 44	\$0.073		
45 - 49	\$0.105		
50 - 54	\$0.178		
55 - 59	\$0.381		
60 - 64 65 - 69	\$0.729		
70 - 74	\$1.191 \$1.620		
75 and above	\$3,677		
Monthly Premium	\$410,092.68		
Annual Premium	\$4,921,112.16		
Employer Contribution	0%		
Participation Requirements	20%		
Broker Commissions	0%		

Based on the current pricing structure with all lines of coverage combined and sold together

		Effective Date:	July 1, 2019
Employee Supplemental ADAD	Class 1	Ellective Odle.	3217 1, 2010
Employee Supplemental AD&D Insurance	Primary		
Legal Entity	United Healthcare Insurance Company		
Eligibility	All Other Active Full Time Employees working a Minimum of 40 Hours per week and Permanent Part Time Employees working a minimum of 20 hours per week. Excludes NDOL grandfathered employees.		
Basic Annuel Earnings Definition	The Annual Earnings received from the Covered Person's Employer for the year ending immediately prior to the Policy Anniversary period. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.		
Benefits Payable			
Benefit Maximum - Option 1	\$5,000		
Benefit Maximum - Option 2	\$7,500		
Benefit Maximum - Option 3	\$10,000		
Loss Occurrence Period	365 days		
Seat Belt Benefit	10.0% to \$10,000		
Seat Belt & Air Bag Benefit Loss of Life	10.0% to \$20,000 100%		
Loss of Life Quadriplegia	100%		
Paraplegia	50%		
Hemiplegia	50%		
Uniplegia	25%		
Loss of one hand	50%		
Loss of one foot	50%		
Loss of sight of one eye	50%		
Loss of both hands or both feet	100%		
Loss of sight of both eyes	100%		
Loss of one hand and sight of one eye	100%		
Loss of one foot and sight of one eye	100%		
Loss of thumb and index finger of same hand	25%		
Come	50% 25%		
Loss of speech	25%		
Limitations and Exclusions			
Benefit Reduction	None		
Coverage Termination	At Employee's Retirement		
Exclusions	Standard		
Assumed Enrollment and Kates			
Number of Employees	TBD		
Volume of Insurance	TBD Per Employee		
Rote Basis	\$0.10		
Monthly Rate - Option 1 Monthly Rate - Option 2	\$0.14		
Monthly Rate - Option 3	\$0.20		
Monthly Premium	TBD		
Annual Premium	TBD		
Employer Contribution	0%		
Participation Requirements	20%		
Broker Commissions	0%		
Rate Guarantee (in months)	48		
Optional Benefits Child Care Expense Benefit	Amount equal to the lesser of actual expense incurred, 2.5% of the AD&D benefit, \$1,250 per year per child, or \$2,500 per year for all child care expenses combined.		
Spouse Training Benefit	Amount equal to the lesser of actual training expenses, 10.0% of the AD&D benefit or \$3,000. Training for spouse must be for the purpose of obtaining an independent source of support, and occur within 3 months of covered person's death.		
Repatriation Benefit	Amount equal to the lesser of actual expense incurred, 5.0% of the AD&D benefit, or \$2,500		
Insurance for Exposure and Disappearance	Included Amount equal to 100% of the AD&D benefit, one year after covered accident.		
Education Benefit for Qualified Children	Amount equal to 5.0% of the AD&D benefit, not to exceed \$1.250 per year per child. Overall maximum benefit of \$2,500 per year.		

Based on the current pricing structure with all lines of coverage combined and sold together

Employer Contribution

Broker Commissions

Participation Requirements

Rate Guarantee (in months)

0%

20%

0%

State of Nebraska

Effective Date:

Life Assumptions July 1, 2019

General Assumptions

We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.

Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.

Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.

Assumed contract situs is Nebraska

Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.

Employers assumed primary business is classified as 9111 SIC Code.

Rates may increase on renewal in accordance with the terms of the policy:

Life and AD&D Assumptions

Quoted rates are based upon current rate structure

Coverage for dependents will not be effective until the day after discharge if confined in a Hospital or Medical Facility on the effective date.

Dependent children are covered to age 26.

Continuity of Coverage/No Loss No Gain for previously covered employees is included.

Limitations for AD&D: Disease, bodily or mental infirmity, suicide or intentionally self-inflicted injury, commission of an assault or felony, war, use of any drug unless prescribed by a physician, driving while intoxicated, engaging in any hazardous activities, or travel in a private aircraft. Additional exclusions may apply depending upon the plan design of the employer.

True Open Enrollment for July 1, 2019: A one-time exception has been made to allow an Actively at Work employee, including an employee not currently enrolled for Supplemental Life coverage, to elect an amount of Supplemental Life coverage with no proof of good health as follows:

For employees insured under the Supplemental Life plan on June 30, 2019:

- Employees insured under the Supplemental Life plan are eligible to increase their Supplemental Life coverage with no proof of good health, not to exceed the Guaranteed Issue limit. All requests must be received by July 31, 2019

For employees who are not insured under the Supplemental Life plan on June 30, 2019:

- Employees not insured under the Supplemental Life plan are eligible to enroll for coverage with no proof of good health not to exceed the Guaranteed Issue limit. All requests must be received by July 31, 2019

Note: These amounts are prior to any age reduction being taken.

Annual Enrollment: During the employer's scheduled Annual Enrollment Period, an employee who is insured for Supplemental Life may increase coverage by one incremental level with no proof of good health up to the Guaranteed Issue Level as long as:

- Coverage had not been increased in the prior year due to a Family Status Change.

An employee who is not insured for Supplemental Life is considered a late applicant and satisfactory proof of good health is required for any amount.

An employee must submit satisfactory proof of good health for any increase in coverage over the Guarantee Issue Amount.

Note: If an employee is already over the Guarantee Issue limit, an increase in coverage that is due solely to an increase in earnings will not require proof of good health unless the increased coverage is greater than a cumulative increase of \$50,000 over the prior approved amount of Supplemental Life coverage.

Additional features included: Beneficiary Services, Will and Trust Preparation Service, Travel Assistance and Wealth Management Account.

State of Nebraska Disclaimers

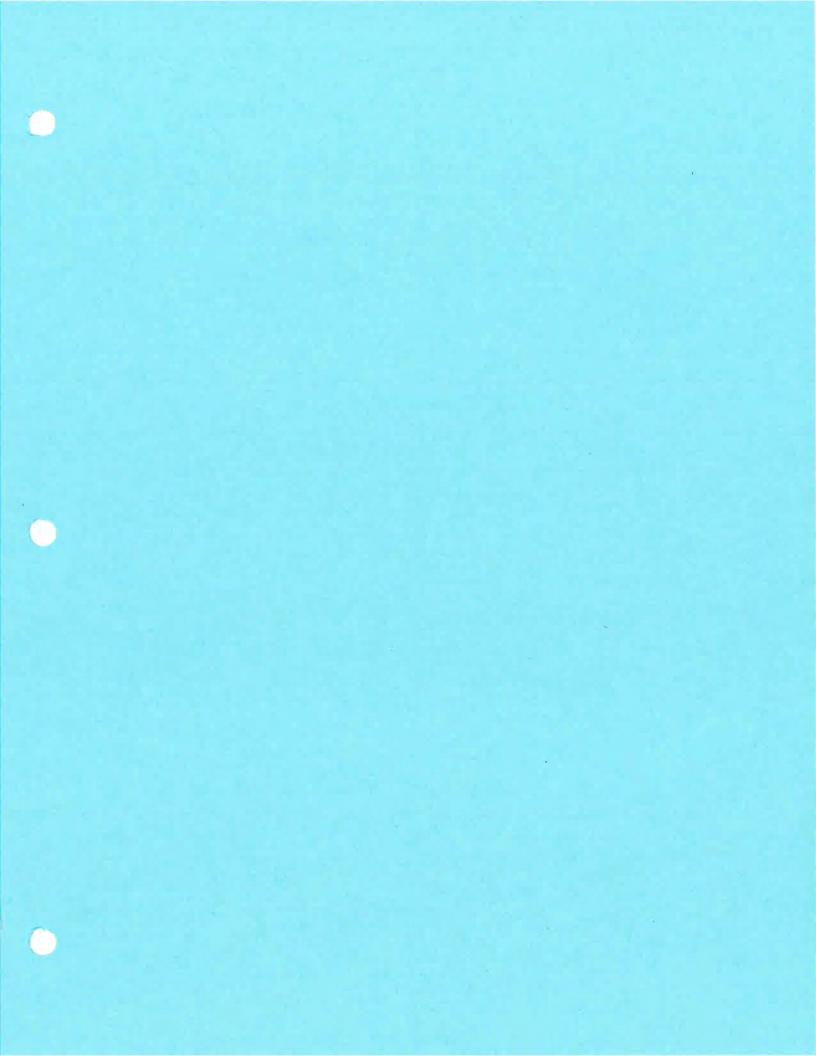
This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare and its related entities, other than is necessary to evaluate this proposal.



A Benefits Proposal for

State of Nebraska - Self Supporting

RFP 5953 Z1

Issued on: December 6, 2018



Why Choose UnitedHealthcare?

Cost Savings

Get administrative credits when purchasing more than one plan from UnitedHealthcare. The more you bundle, the more you save.

Convenience

The advantages available when purchasing multiple products include:

- One account management team
- Simplified eligibility and enrollment process
- Consolidated billing
- One dedicated customer service line and member website

Better Health

To help your employees make better health care decisions, all members receive actionable health and wellness education. When you purchase medical and specialty products together, we leverage employee claims data to provide personalized recommendations. We call that approach Bridge2Health.

- For individuals with specific chronic illnesses, our targeted outreach encourages them to receive care that can improve their health and reduce costs.
- For members who file disability claims, case managers help manage their recovery so they can return to health and return to work.

Bridge2Health is available to groups with medical coverage and one or more specialty products. Ask your consultant or UnitedHealthcare representative for participation requirements.

Where else can you find as much value from one organization? Now is the time to discover the strength of our UnitedHealthcare Specialty Benefits product portfolio.

About UnitedHealth Group®

UnitedHealth Group is a diversified health and well-being company dedicated to helping the health care system work better. UnitedHealth Group's mission is to help people live healthier lives by:

- Seeking to enhance the performance of the health system and improve the overall health and well-being of the people the company serves and their communities;
- Working with health care professionals and other key partners to expand access to quality health care so people get the care they need at an affordable price; and
- Supporting the physician/patient relationship and empowering people with the information, guidance and tools they need to make personal health choices and decisions.

		State of Nebraska Life Proposal
		Effective Date: July 1, 2019
	Class 1	Class 2
Employee Basic Life Insurance	Primary	Primary
Legal Entity	United Healthcare Insurance Company	United Healthcare Insurance Company
Eligibility	All Active Full Time NDOL Employees working a	All Other Active Full Time Employees excluding NDOL employees, working a minimum of 40 hours
	minimum of 40 hours per week. (Closed Class)	per week.
Basic Annual Earnings (BAE) Definition	The Annual Earnings received from the Covered Person's Employer for the year ending immediately prior to the Policy Anniversary period. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.	Not Applicable
Benefits Payable		
Benefit	1 X BAE Rounded to the Next higher \$1,000 plus \$2,000	\$20,000
Benefit Maximum	\$60,000	\$20.000
Benefit Minimum	\$10,000	\$0
New Hire Guarantee Issue Limit	\$60,000	\$20,000
Limitations and Exclusions		
Evidence of Insurability Requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.
Benefit Reduction	65%@70	None
Coverage Termination	None	At Employee's Retirement
Suicide Limitation	Excluded	Excluded
Additional Features	To the same the same of the same of	
Accelerated Death Benefit	75% of applicable benefit	75% of applicable benefit
Life Expectancy	24 months	24 months
Waiver of Premium	Included	Included
Elimination Period	6 months	6 months
Disabled Prior To Age	Prior to age 60	Prior to age 60
Benefits Payable to Age	To Age 65	To Age 65
Portability	Excluded	Excluded
Conversion	Included; Must apply within 30 days of coverage termination	Included; Must apply within 30 days of coverage termination
Assumed Enrollment and Kates		
Number of Employees	14	14922
Volume of Insurance	\$743,000	\$298,440,000
Rate Basis	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage
Monthly Rate Monthly Premium	\$0.167	\$0.165
Annual Premium	\$124.08	\$49,242.60
	\$1,488.97	\$590,911.20
mployer Contribution	33%	100%
Parlicipation Requirements	75%	100%
Broker Commissions	0%	0%
Rate Guarantee (in months)	48	48

Each line is priced separately and is self-supporting,

		State of Nebraska Life Proposal Effective Date: July 1, 2019
	Class 3	Class 4
Employee Basic Life Insurance	Deliuse.	P. Contract
	Primary	Primary
Legal Entity	United Healthcare Insurance Company	United Healthcare Insurance Company
Eligibility	All Other Adilya Remanant Red Sma Employees	
	All Other Active Permanent Part time Employees, excluding NDOL employees working a minimum of 20 hours per week.	Pre-65 NDOL Retirees
Basic Annual Earnings (BAE) Definition	Not Applicable	Not Applicable
Benefits Payable		
Benefit	\$20,000	\$60,000
Benefit Maximum	\$20,000	\$60,000
New Hire Guarantee Issue Limit	\$20,000	\$60,000
Limitations and Exclusions		
Evidence of Insurability Requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.
Benefit Reduction	None	Amount at retirement reduced 2% per month unt 25% in force at retirement is reached
Coverage Termination	At Employee's Retirement	None
Suicide Limitation	Excluded	Excluded
Additional Features		
Accelerated Death Benefit	75% of applicable benefit	75% of applicable benefit
Life Expectancy	24 months	24 months
Walver of Premium	Included	Excluded
Elimination Period	6 months	N/A
Disabled Prior To Age	Prior to age 60	N/A
Benefits Payable to Age	To Age 65	N/A
Portability	Excluded	Excluded
Conversion	Included; Must apply within 30 days of coverage termination	Included; Must apply within 30 days of coverage termination
Assumed Enrollment and Rates		Name of the state
Number of Employees	268	6
Volume of Insurance	\$5,380,000	\$273,000
Rate Basis	Composite per \$1,000 of coverage	Composite per \$1,000 of coverage
Monthly Rate	\$0.165	\$2.804
Monthly Premium	\$884.40	\$765.49
Annual Premium	510.612.80	\$9,185.90
Employer Contribution	50%	0%
Participation Requirements	75%	N/A
Broker Commissions	0%	0%
Rate Guarantee (In months)	48	48

		State of Nebraska Effective Date:	Life Proposal July 1, 2019
L. Company	Class 5		
Employee Basic Life Insurance			
	Primary		
Legal Entity	United Healthcare Insurance Company		
Eligibility	D-J OF MOOL D-V		
Basic Annual Earnings (BAE) Definition	Post-65 NDOL Retirees Not Applicable		
Benefits Payable	Not Applicable		
Benefit	\$60,000		
Benefit Maximum	\$60,000		
New Hire Guarantee Issue Limit	\$60,000		
Limitations and Exclusions	300,000		
Evidence of Insurability Requirements			
evidence of insurability requirements	Required for late entrants and amounts over Guarantee Issue amount. Also required for all coverage if minimum participation level is not met.		
Benefit Reduction	Amount at retirement reduced 2% per month until 25% in force at retirement is reached		
Coverage Termination	None		
Suicide Limitation	Excluded		
Additional Features	Variable Committee of the Committee of t		
Accelerated Death Benefit	75% of applicable benefit		
Life Expectancy	24 months		
Waiver of Premium	Excluded		
Elimination Period	N/A		
Disabled Prior To Age	N/A		
Benefits Payable to Age	N/A		
Portability	Excluded		
Conversion	Included; Must apply within 30 days of coverage termination		
Assumed Enrollment and Rates			
Number of Employees	150		
Volume of Insurance	\$1,846,760		
Rate Basis	Composite per \$1,000 of coverage		
Monthly Rate	\$2.804		
Monthly Premium	\$5,178.32		
Annual Premium	\$62,139.78		
Employer Contribution	100%		
Participation Requirements	100%		
Broker Commissions	0%		
Rate Guarantee (in months)	48		

		State of Nebraska Effective Date:	AD&D Proposa July 1, 2019
1	Class 1	Епеспуе Пате:	July 1, 2019
Employee Basic AD&D Insurance	Briman		
Legal Entity	Primary United Healthcare Insurance Company		
Eligibility	All Active Full Time NDOL Employees working a minimum of 40 hours per week. (Closed Class)		
Basic Annual Earnings Definition	The Annual Earnings received from the Covered Person's Employer for the year ending immediately prior to the Policy Anniversary period. Annual Earnings do not include commissions, bonuses, overtime pay and other extra compensation.		
Benefits Payable			
Benefit Benefit Maximum	1 X BAE Rounded to the Next higher \$1,000 \$60,000		
Benefit Minimum	\$10,000		
Loss Occurrence Period	365 days		
Seat Belt Benefit	10.0% to \$10,000		
Seat Belt & Air Bag Benefit	10.0% to \$20,000		
Loss of Life	100%		
Quadriplegia	100%		
Paraplegia	50%		
Hemiplegia	50%		
Uniplegia	25%		
Loss of one hand Loss of one foot	50% 50%		
Loss of sight of one eye	50%		
Loss of both hands or both feet	100%		
Loss of sight of both eyes	100%		
Loss of one hand and sight of one eye	100%		
Loss of one foot and sight of one eye	100%		
Loss of thumb and index finger of same	25%		
nand	20.0		
Coma	50%		
Loss of speech	25%		
Loss of hearing	25%		
Limitations and Exclusions			
Benefit Reduction	65%@70		
Coverage Termination	At Employee's Retirement		
Exclusions	Standard		
Assumed Enrollment and Rates			
Number of Employees	14		
Volume of Insurance	\$743,000		
Rate Basis	Composite per \$1,000 of coverage		
Monthly Rate	\$0.013		
Monthly Premium Annual Premium	\$9.66		
AND THE RESIDENCE AND THE PARTY OF THE PARTY	\$115.91		
Employer Contribution Participation Requirements	33% 75%		
Participation Requirements Broker Commissions	0%		
Rate Guarantee (in months)	48		
Optional Senefits	NAME OF TAXABLE PARTY.		
Child Care Expense Benefil	Amount equal to the lesser of actual expense incurred, 5% of the AD&D benefit, \$1,250 per year per child, or \$2,500 per year for all child care expenses combined.		
Spouse Training Benefit	Amount equal to the lesser of actual training expenses, 5% of the AD&D benefit or \$5,000. Training for spouse must be for the purpose of obtaining an independent source of support, and occur within 3 months of covered person's death.		
Repatriation Benefit	Amount equal to the lesser of actual expense incurred, 5.0% of the AD&D benefit, or \$5,000		
Insurance for Exposure and Disappearance	Included Amount equal to 100% of the AD&D benefit, one year after covered accident.		
Education Benefit for Qualified Children	Amount equal to 5.0% of the AD&D benefit, not to exceed \$1,250 per year per child. Overall maximum benefit of \$5,000 per year.		

		State of Nebraska	Life Proposal
	Class 1	Effective Date:	July 1, 2019
Employee Supplemental Life	2.000 .		
Insurance	Primary		
Legal Entity	United Healthcare Insurance Company		
The base of	All Other Active Full Time Free laves a weeking a		
Eligibility	All Other Active Full Time Employees working a Minimum of 40 Hours per week and Permanent		
	Part Time Employees working a minimum of 20		
	hours per week. Excludes NDOL grandfathered		
	employees.		
Basic Annual Earnings Definition	The Annual Earnings received from the Covered		
	Person's Employer for the year ending immediately		
	prior to the Policy Anniversary period. Annual		
	Earnings do not include commissions, bonuses.		
	overtime pay and other extra compensation,		
Benefits Payable			
Benefit	.5x , 1x, 1.5x, 2x, 3x, 4x, 5x BAE, rounded to the		
	next higher \$1,000		
Basic and Supplemental Combined Benefit	\$2,000,000		
Maximum	0750 000		
New Hire Basic and Supplemental Life Combined Guarantee Issue Limit	\$750,000		
Initial Enrollment	True Open: See assumptions for details		
Annual Enroliment	Included: See assumptions for details		
Limitations and Exclusions			
Evidence of Insurability Requirements	Required for late entrants and amounts over		
	Guarantee Issue amount. Also required for all coverage if minimum participation level is not		
	mel.		
Benefil Reduction	None		
Coverage Termination	At Employee's Retirement		
Suicide Limitation	2 Years		
Additional Features Accelerated Death Benefit	75% of applicable benefit		
Life Expectancy	24 months		
Walver of Premium	Included		
Elimination Period	6 months		
Disabled Prior To Age	Prior to age 60		
Benefits Payable to Age Portability	To Age 65 Included: the lesser of Covered Person's insurance		
1 Grabinty	under the Palicy or \$500,000		
Conversion	Included; Must apply within 30 days of coverage		
** ADD 5: 1/4	termination *		
eAPP Evidence of Insurability Personalized Enrollment Forms	Available Available		
Assumed Enrollment and Rates	1 W Child ONG		
Number of Employees	8171		
Volume of Insurance	\$1,480,479,000		
Rate Basis	Unisex Unitobacco Age-banded per \$1,000 of		
Monthly Rate	coverage		
Under 25	\$0.035		
25 - 29	\$0.042		
30 - 34	\$0.056		
35 - 39	\$0.063		
40 - 44	\$0.070		
45 - 49	\$0,106		
50 - 54 55 - 59	\$0.162		
55 - 59 60 - 64	\$0.303 \$0.464		
65 - 69	\$0.894		
70 - 74	\$1.450		
75 and above	\$1.450		
Monthly Premium	\$321,264.00		
Annual Premium	\$3,855,167.00		
Employer Contribution	0%		
Participation Requirements Broker Commissions	20%		
Broker Commissions Rate Guarantee (in months)	0% 48		

		State of Nebraska	AD&D Proposal
	Class 1	Effective Date:	July 1, 2019
Employee Supplemental AD&D Insurance	Primary		
Legal Entity	United Healthcare Insurance Company		
Eligibility	All Other Active Full Time Employees working a		
Lingitiary	Minimum of 40 Hours per week and Permanent Part Time Employees working a minimum of 20 hours per week. Excludes NDOL grandfathered employees.		
Basic Annual Earnings Definition	The Annual Eamings received from the Covered Person's Employer for the year ending immediately prior to the Policy Anniversary period. Annual Earnings do not Include commissions, bonuses, overtime pay and other extra		
Benefits Payable			
Benefit Maximum - Option 1	\$5,000		
Benefit Maximum - Option 2	\$7,500		
Benefit Maximum - Option 3	\$10,000		
Loss Occurrence Period	365 days		
Seat Belt Benefit	10.0% to \$10,000		
Seat Belt & Air Beg Benefit	10.0% to \$20,000		
oss of Life	100%		
Quadriplegia	100%		
Paraplegia Hamiplegia	50% 50%		
Jnipiegia Jnipiegia	25%		
oss of one hand	50%		
oss of one foot	50%		
oss of sight of one eye	50%		
oss of both hands or both feet	100%		
oss of sight of both eyes	100%		
oss of one hand and sight of one eye	100%		
oss of one foot and sight of one eye	100%		
oss of thumb and index finger of same hand	25%		
Coma	50%		
oss of speech	25%		
oss of hearing	25%		
Aimitations and Exclusions			
Benefit Reduction	None		
Coverage Termination	At Employee's Retirement		
Exclusions	Standard		
Assumed Enrollment and Rates			
Number of Employees	TBD		
Volume of Insurance	TBD		
Rate Basis	Per Employee		
Monthly Rate - Option 1 Monthly Rate - Option 2	\$0.10 \$0.14		
Monthly Rate - Option 3	\$0.14		
Monthly Premium	TBD		
Annual Premium	TBD		
Employer Contribution	0%		
Participation Requirements	20%		
Broker Commissions	0%		
Rate Guarantee (in months)	48		
Optional Bonglis Child Care Expense Benefit	Amount equal to the lesser of actual expense incurred, 2.5% of the AD&D benefit, \$1.250 per year per child, or \$2,500 per year for all child care expenses combined.		
Spouse I raining Benetit	Amount equal to the lesser of actual training expenses, 10.0% of the AD&D benefit or \$3,000. Training for spouse must be for the purpose of obtaining an independent source of support, and occur within 3 months of covered person's death.		
Repatriation Benefit	Amount equal to the tesser of actual expense incurred, 5.0% of the AD&D benefit, or \$2,500		
nsurance for Exposure and Disappearance	Included Amount equal to 100% of the AD&D benefit, one year after covered accident.		
Education Benefit for Qualified Children	Amount equal to 5.0% of the AD&D benefit, not to exceed \$1.250 per year per child. Overall maximum benefit of \$2,500 per year.		

Dependent Life Insurance

Legal Entity	
Benefits Payable	the state of the s
Class 1	
5 5	
Spouse Benefit Spouse Guarantee Is	aue Amount
Benefit Reduction	Saue Amount
Child Benefit	
0 - 14 Days	
14 Days to 6	3 Months
6 Months an	
Child Guarantee Issu	
Initial Enrollment	
Annual Enrollment	
Class 2 & 3	
Low Option	
Spouse Benefit	
Spouse Guarantee Is	ssue Amount
Benefit Reduction	Secretarist
Child Benefit	
0 - 14 Days	
14 Days to 6	3 Months
6 Months an	
Child Guarantee Issu	e Amount
Initial Enrollment	
Annual Enrollment	
High Option	
Spouse Benefit	
Spouse Guarantee Is	ssue Amount
Benefit Reduction	
Child Benefit	
0 - 14 Days 14 Days to 6	Monthe
6 Months an	
Child Gunranton Inc.	
	ie Amount
Initial Enrollment	ie Amount
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	Primary
U	nited Healthcare Insurance Company
	Full Time NDOL Employees working a minimum of 40 week. (Closed Class)
WASSESS -	\$2,000
	\$2,000
	None
	\$500
	\$500
	\$1,000 \$1,000
	Closed plan
	Closed plan
All Other A	active Full Time Employees working a Minimum of 40
	week and Permanent Part Time Employees working a of 20 hours per week, Excludes NDOL grandfathered 5.
	\$5,000
	\$5,000
	None
	10.00
	\$5,000
	\$5,000
	\$5,000
	\$5,000
	Not Included
	Included: See assumptions for details
_	\$10,000
	\$10,000
	None
	\$10,000
	\$10,000
	\$10,000
	\$10,000
	Not included included; See assumptions for details
	included. See assumptions for details
	or late entrants and amounts over Guarantee Issue ulso required for all coverage if minimum participation
IDACI IS HOL	At Employee's Retirement
	Excluded
	Excluded
lackedad: 8	Excluded Must apply within 30 days of coverage termination
ricideo, r	wast apply within 50 days or coverage termination
	14
	Per Employee Per Month
	\$0,38
	TBD
	TBD
	TBD TBD
	TBD TBD 33% 75%
	TBD TBD 33% 75% TBD
	TBD TBD 33% 75% TBD Per Employee Per Month
	TBD TBD 33% 75% TBD Per Employee Per Month \$1.54
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Class 1

State of Nebraska

Life Assumptions
July 1, 2019

Effective Date:

General Assumptions

We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.

Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.

Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.

Assumed contract situs is Nebraska

Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.

Employers assumed primary business is classified as 9111 SIC Code.

Rates may increase on renewal in accordance with the terms of the policy,

Life and AD&D Assumptions

Quoted rates are self supported rates

Coverage for dependents will not be effective until the day after discharge if confined in a Hospital or Medical Facility on the effective date.

Dependent children are covered to age 26.

Continuity of Coverage/No Loss No Gain for previously covered employees is included.

Limitations for AD&D: Disease, bodily or mental infirmity, suicide or intentionally self-inflicted injury, commission of an assault or felony, war, use of any drug unless prescribed by a physician, driving while intoxicated, engaging in any hazardous activities, or travel in a private aircraft. Additional exclusions may apply depending upon the plan design of the employer.

True Open Enrollment for July 1, 2019: A one-time exception has been made to allow an Actively at Work employee, including an employee not currently enrolled for Supplemental Life coverage, to elect an amount of Supplemental Life coverage with no proof of good health as follows:

For employees insured under the Supplemental Life plan on June 30, 2019:

 Employees insured under the Supplemental Life plan are eligible to increase their Supplemental Life coverage with no proof of good health, not to exceed the Guaranteed Issue limit. All requests must be received by July 31, 2019

For employees who are not insured under the Supplemental Life plan on June 30, 2019:

- Employees not insured under the Supplemental Life plan are eligible to enroll for coverage with no proof of good health not to exceed the Guaranteed Issue limit. All requests must be received by July 31, 2019

Note: These amounts are prior to any age reduction being taken.

Annual Enrollment: During the employer's scheduled Annual Enrollment Period, an employee who is insured for Supplemental Life may increase coverage by one incremental level with no proof of good health up to the Guaranteed issue Level as long as:

- Coverage had not been increased in the prior year due to a Family Status Change.

An employee who is not insured for Supplemental Life is considered a late applicant and satisfactory proof of good health is required for any amount.

An employee must submit satisfactory proof of good health for any increase in coverage over the Guarantee Issue Amount.

Note: If an employee is already over the Guarantee Issue limit, an increase in coverage that is due solely to an increase in earnings will not require proof of good health unless the increased coverage is greater than a cumulative increase of \$50,000 over the prior approved amount of Supplemental Life coverage.

Additional features included: Beneficiary Services, Will and Trust Preparation Service, Travel Assistance and Wealth Management Account.

State of Nebraska Disclaimers

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.

Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare and its related entities, other than is necessary to evaluate this proposal.

Life Performance Guarantees

Service	Metric	Measurement	How Measured	Fee at Risk
Client Implementation	Enrollment materials	Enrollment materials completed/shipped within agreed upon timeframe	Implementation Tracking	.25% of premium
	Draft certificate issued	20 days from receipt of set up information	Implementation Tracking	.25% of premium
	System Readiness	Systems ready for claims/customer service within the following days from receipt of complete set up information: 26 days list billed groups 21 days for self billed groups	Implementation Tracking	.25% of premium
Claim Processing	Life Claims - Timeliness of claim payment	98% of claims processed within 10 days of receipt of complete information	Claim turn around reports	.5% of premium
	Life Claims - Accuracy of claim payment	98% of claims processed accurately	Internal claims audit	.5% of premium
Employer Reporting	Accurate reporting provided 45 days after the end of the quarter	Reporting sent out to employer	Reporting send date	.25% of premium
Customer Service	Average speed of answer	80% in less than 30 seconds	Call Center Statistics	.25% of premium
	Abandonment Rate	<5% abandonment rate		.25% of premium
Account Management	Client Satisfaction	UHCSB performs satisfactory ongoing, day-to-day account management in the opinion of the client's HR and/or benefits staff.	Based on average score of 3 out of 5 on standard client survey. UHCSB will have one quarter to remedy any issues and surveys will be rescored prior to annual assessment.	.5% of premium
			Total at Risk	The lesser of 3% or \$50,000

^{*}Book of Business level reporting
Reporting will be provided quarterly with annual payout of any fees at risk.

We consider the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.



II. TERMS AND CONDITIONS RFP 5953 Z1

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;
- 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:
		X Jb	We make every effort to ensure that our proposal reflects the same benefits described in our contract. Our proposal provides a summary of benefits and definitions; whereas our contract provides in-depth details and is the document that will rule in a discrepancy. Please refer to our sample Life Certificate of Coverage included in the Attachments section of the RFP.
			Included below are deviations to specific requirements within II. Terms and Conditions of the State of Nebraska's (the State's) RFP.

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

- Request for Proposal and Addenda:
- Amendments to the RFP;
- Questions and Answers;
- Contractor's proposal (RFP and properly submitted documents);
- 5. The executed Contract and Addendum One to Contract, if applicable; and,
- Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be

resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.	

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
7.5 X			The contract manager will be Jane Perez, Strategic Client Executive. She will serve as your main point of contact.

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.

Noted.

D. BEGINNING OF WORK

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

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:
		l ,%	Not applicable. Changes are issued in the form of an amendment. If there is a significant change such as a decrease or deletion of a benefit, we will prepare a new contract and Certificate of Coverage.

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:
X			

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:
		X UB	You may terminate the policy at any time with 30 days' prior written notice. Once the letter of termination is received, we adjust our systems to indicate the customer has terminated. We reconcile all billing for changes in enrollment within 60 days from the date of termination and return overpayments or request payments due. In most cases, terminations and billing reconciliations are completed within 30 days from the termination date.
			We may cancel or modify the policy if enrollment falls below the minimum established percentages, you fail to provide information needed to administer the plan or premiums are not paid within the grace period. We provide a notice of contract termination 30 days in advance.

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

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

H. NON-WAIVER OF BREACH

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

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:
)Š	We are agreeable to a mutual waiver provision.

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:
)B	All fully insured group policies are subject to regulation by the Nebraska Department of Insurance (DOI). Consequently, all group policies must be filed and approved by the DOI, before they can be sold in Nebraska. To accommodate the individual requirements of each prospective customer, we leave certain provisions bracketed (i.e., open) in our filed policies. However, there is no hold harmless provision in the insured contract and it is not one of those bracketed items. Since we assume the risk under an insurance contract, we do accept liability for those acts that arise out of our performance under the contract, to the extent that the customer does not contribute to the problem in some way.

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

PERSONNEL

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

4. SELF-INSURANCE

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

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

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X Yb	Each party is responsible for bearing its own legal costs. We recognize the importance of cooperating with our customers when such issues, claims or actions arise. We would attempt to address such issues in a manner that strongly encourages full cooperation between the parties to the extent that such cooperation does not violate any applicable laws, create a breach of any duties or otherwise compromise the confidentiality of communications or information about issues, claims or actions.

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

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X Yb	We would agree that neither party can assign this contract, or any rights or obligations under this contract, to anyone without the other party's written consent. Notwithstanding, we need the ability to assign this contract, including all of our rights and obligations, to our affiliates; to an entity controlling, controlled by, or under common control with us; or a purchaser of all, or substantially all or our assets, subject to notice to the customer of the assignment. We need this discretion in the utilization of our sister companies. We cannot agree to have one customer have veto power over our business choice to assign the arrangement to a sister company, because that business decision affects our entire book of business

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:
)B	Affiliation business is unique and each opportunity requires an analysis specific to that opportunity. Upon review of the available information, our organization determines our ability to meet the needs of the affiliation. A review of existing bylaws, requested services and funding, state regulations and historical experience of the affiliation will be included in our analysis.

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:
		X JB	We encourage the State to use our filed and approved group policy and Certificate of Coverage. Any deviation to the terms and conditions of those documents could potentially require us to conduct a customer-specific filing with the DOI, which would have to be approved by the DOI prior to use. We would, however, agree to a force majeure condition, should such an event arise, with the understanding that the period of time our services shall be suspended shall equate to the period of time we are unable to perform due to the event, versus the length of the event itself.

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:
38			We are compliant with the HIPAA regulations and continue to monitor the regulations to assure our ongoing compliance.

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

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

P. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		J.B	You may terminate the policy at any time with 30 days' prior written notice. Once the letter of termination is received, we adjust our systems to indicate the customer has terminated. We reconcile all billing for changes in enrollment within 60 days from the date of termination and return overpayments or request payments due. In most cases, terminations and billing reconciliations are completed within 30 days from the termination date.
			We may cancel or modify the policy if enrollment falls below the minimum established percentages, you fail to provide information needed to administer the plan or premiums are not paid within the grace period. We provide a notice of contract termination 30 days in advance.

The contract may be terminated as follows:

- 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 ofbusiness:
 - a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - 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;
 - Contractor intentionally discloses confidentialinformation;
 - Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X JB	Upon termination, we will transfer all necessary information to the succeeding carrier or third-party administrator, within a reasonable time frame, in accordance with applicable state and federal law.
			We confirm we will cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract; cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract; and as mentioned above, we will transfer all necessary information to the succeeding carrier or third-party administrator, within a reasonable time frame, in accordance with applicable state and federal law.

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

- 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;
- Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
- Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
- 6. Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

RFP 5953 Z1

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
		18	Please see our comments and alternatives below.

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.

Confirmed.

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.

Confirmed.

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

Confirmed.

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

Confirmed.

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.

Confirmed.

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:
- 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;
- 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
- 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)

Confirmed.

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.

Please refer to the Subcontractor Listing for State of Nebraska, included in the Attachments section of the RFP.

UnitedHealth Group and its affiliates manage their respective Shared Service Operations comprised of comprehensive processes and systems which support our customers across various markets and product platforms. Likewise, UnitedHealth Group closely manages various trusted third- party suppliers for their unique healthcare service delivery capabilities to support specific areas of our internal operations. As such, these Shared Service Operations are intended to leverage breadth and depth in our capabilities to ensure we excel on our customer commitments (i.e. cost, quality and performance, etc.) in health care delivery and health plan management.

The majority of the services we provide are performed by UnitedHealth Group personnel. Because of the scope and dynamic nature of our business, we are unable to commit to notifying the customer of every subcontractor we use.

Prior to selecting subcontractors, we complete a thorough review of their qualifications. Further, we will be responsible for holding our vendors to the same standards and requirements to which we agree. We will accept responsibility to the extent that our subcontracted vendor fails to meet any contractual obligation assumed by us.

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

As mentioned above, the majority of the services we provide are performed by UnitedHealth Group personnel. Because of the scope and dynamic nature of our business, we are unable to commit to notifying the customer of every subcontractor we use.

Prior to selecting subcontractors, we complete a thorough review of their qualifications. Further, we will be responsible for holding our vendors to the same standards and requirements to which we agree. We will accept responsibility to the extent that our subcontracted vendor fails to meet any contractual obligation assumed by us.

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.

Confirmed.

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.

We are unable to agree to include these provisions in every subcontract, as our subcontractors are engaged across our book of business, rather than for one specific customer. However, we will be responsible for services provided by our subcontractors to the same extent that we would have been, had we performed those services without the use of a subcontractor.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
J.B			We are registered with the federal government to use the E-Verify system. Our company number in E-Verify is 438670. The Memo of Understanding was executed on August 9, 2011, and the first verification was initiated on September 1, 2011.

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 eliqibility status of an employee.

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

 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.
- 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.

We confirm that our organization is currently operating in material compliance with all relevant federal and state laws and regulations relating to the services we are proposing.

We are unable to agree to include these provisions in every subcontract, as our subcontractors are engaged across our book of business, rather than for one specific customer. However, we will be responsible for services provided by our subcontractors to the same extent that we would have been, had we performed those services without the use of a subcontractor.

D. COOPERATION WITH OTHER CONTRACTORS

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

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:
)	It is not contemplated that works or inventions will be created by us on behalf of the customer. Our services are universally provided to our entire book of business, and not created through a means that would pass title or ownership to any one customer.

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:
	X S		This proposal is provided in response to a request to bid; information included in the proposal is to be used only in that context. It is not contemplated that works or inventions will be created by us
			It is not contemplated that works or inventions will be created by us on behalf of the customer. Our services are universally provided to our entire book of business, and not created through a means that would pass title or ownership to any one customer.

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We have included necessary deviations to RFP section III. Contractor Duties, G. Insurance Requirements, within our proposal.

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:

- Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- 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,

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.

We are unable to make contractual commitments on behalf of our subcontractors, who are engaged across our book of business, rather than for one specific customer. However, we will be responsible for services provided by our subcontractors to the same extent that we would have been, had we performed those services without the use of a subcontractor.

Even though subcontractors are not named as insureds under our policy, we require them to maintain adequate levels of insurance coverage and we will be responsible for services provided by our contractors to the same extent that we would have been, had we performed those services without the use of a contractor.

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.

Noted.

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.

Noted.

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

We have included necessary deviations to the liability limits of the insurance policies required herein within our proposal.

1. WORKERS' COMPENSATION INSURANCE

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

Noted.

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.



Noted.

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

Noted.

We have included necessary deviations within the required insurance coverages detailed in the table below.

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$1,000,000 per occurrence / \$2,000,000 aggregate
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liab limit. WORKER'S COMPENSATION	ility limits are allowed to satisfy the higher
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	Giatacry
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned	Included
Automobile liability	1101000
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	TTTIOTO TAPPITOCOTO
Over Primary Insurance	\$3,000,000 per occurrence
PROFESSIONAL LIABILITY	tologopho box occurrones
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical
Qualification Under Nebraska Excess Fund	Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$10,000,000 Per Claim / \$20,000,000
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 w Nebraska."	aiver of subrogation in favor of the State of

"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."

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

Not confirmed. Our insurance policies are considered proprietary.

3. EVIDENCE OF COVERAGE

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

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

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

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

Noted.

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.

We have included necessary deviations to RFP section III. Contractor Duties, G. Insurance Requirements, within our proposal.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X Yh	We are unable to agree to an automatic assignment of claims for overcharges resulting from third-party antitrust violations. These claims need to be evaluated on a case-by-case basis. Further, we take appropriate steps to monitor such situations and to prevent them from occurring. We have a corporate compliance program that includes policies relating to antitrust issues. We advise our employees of the necessity to comply with the law, provide them with ongoing education about legal requirements, and instruct them to contact our legal services staff, if questions arise. In addition, our legal and compliance staff analyzes potential business ventures and subcontracts with vendors, with an emphasis on minimizing antitrust exposure. Network physician and other health care professional agreements are drafted or reviewed by our legal services department, as part of our effort to comply with legal requirements.

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

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Š			To the best of our knowledge, we have no relationships with the State to disclose at this time.

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

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

J. SITE RULES AND REGULATIONS

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

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:
X B			We confirm we will not use the State's name or the name of its affiliates in any solicitation or promotional materials without first obtaining written consent from the State.

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.

Confirmed.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X JB	We have an Enterprise Resiliency & Response program that minimizes customer impact from disrupted service in a significant event or disaster, while aiding compliance to published regulatory guidelines. Our plans are developed to address all natural and manmade disasters (e.g., hurricanes, floods, fires, terrorism attacks and disease pandemics). The program focuses on critical business functions and systems and planning for the worst-case scenario so that we can react quickly and efficiently, adding value to our business and customers through effective risk reduction, compliance with industry, contractual or regulatory standards, and safeguarding of our operations and assets. An overview document is attached which describes the governance, strategy and controls for the entire program. This document is not intended to replace the business continuity or disaster recovery plan review, but does provide assurance that we have a well-defined program in place to ensure customer impact is minimized during a disaster.
			Due to the sensitive nature of the information, our complete business continuity and disaster recovery plans are considered proprietary and confidential. For audit purposes, the plans may be viewed in a controlled environment with our subject matter experts, who will be made available to answer questions. The plans may not be copied or removed after the meeting. This policy is in place to protect not only our operations and our employees, but also the security, integrity and confidentiality of protected information.

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)		
		JB	We confirm that we maintain a drug-free workplace environment to ensure worker safety and workplace integrity. While our policies and procedures are considered proprietary, we are happy to provide a drug-free workplace statement of policy at any time upon request by the State.	

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

RFP 5953 Z1

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

Confirmed.

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.

Confirmed.

C. INVOICES

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

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

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

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

D. INSPECTION AND APPROVAL

Accept (Initlal)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		Šb	The inspection and testing of our facilities and processes for producing materials is not applicable to the products and services included in our quote. Our services are not durable goods, but administration of which "agreement or compliance" can be assessed through audit rather than inspection.
			We will make available to the State, or a mutually acceptable designee, relevant information reasonably necessary for you to perform planning, administration and financial functions, except as may be prohibited by law or by third-party contract.
			Under a fully insured arrangement, we do not support customer audits of our claim records, since we assume the medical plan administration risk.

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:
<i>J</i> 3			

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

F. LATE PAYMENT (Statutory)

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

Confirmed.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JP	Upon any termination of the group policy, the State shall be and shall remain liable to us for the payment of any and all premiums that are unpaid at the time of termination, including a pro rata fee for any period this policy was in force during the grace period preceding the termination.

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:
X			
0.1			

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK RFP 5953 Z1

A. PROJECT OVERVIEW

The State of Nebraska ("the State"), through Administrative Services, provides State employees access to life insurance. The State is seeking proposals from qualified life insurance companies to provide a fully-insured Life Insurance Plans for the State of Nebraska employees for approximately 16,125 eligible state employees effective on July 1, 2019. The State is committed to offering a life insurance program which promotes cost-effective services. The current provider is Aetna under Contract 55660 Q4.

The State's objectives are:

- 1. Minimize the cost and rate of future rate increases.
- 2. Improve employee satisfaction with the life insurance program.
- 3. Establish performance targets to assess and monitor carrier's performance.
- Provide portability and conversion provisions to employees.

Noted.

B. PROJECT ENVIRONMENT

The State provides eligible permanent full-time employees with a basic life insurance benefit of \$20,000 at no cost to the employee and to eligible permanent part-time employees for a minimal monthly charge. It is mandatory for all full-time employees to enroll for the \$20,000 basic life insurance. Part-time employees have the option to choose to enroll in the coverage.

At the employees' expense, the State makes Supplemental Life Insurance (Employee), Supplemental Life Insurance (Dependent) and Accidental Death and Dismemberment (AD&D) insurance available to all eligible permanent and part-time employees.

Employees currently may purchase supplemental life in the amount of .5x, 1x, 1.5x, 2x, 3x, 4x and 5x their annual salary.

Eligible employees may elect supplemental life insurance for their spouse and dependent child(ren) up to age 26. The plan must offer two dependent life options to choose from and both include coverage for spouse and or child(ren). Eligible employees must be enrolled in Basic Life to elect Supplemental Life and AD&D insurance.

Currently a Waiver of Premium is in place. Contractor must provide a conversion option available for any employee that leaves employment and wants to take their current coverage with them. The employee will be responsible for the cost. (The cost will not be related to group coverage with the State.)

Employees who have been approved for the life waiver of premium prior to the effective date of July 1, 2019, will remain the liability of the current life insurance company.

The current insurance plan includes coverage for three State of Nebraska employee groups: Active Nebraska Department of Labor (NDOL) employees employed prior to July 1, 1991; Retired NDOL employees; and all other Eligible Permanent Employees with the State of Nebraska. Group life benefits vary by these groups as described in Attachment B: Plan Structure – Basic and Supplemental.

The Contractor must offer the exact same current plan to the NDOL employees due to NDOL employees being grandfathered into the Plan. There will not be any new enrollees added to this group.

of the State's approximately **16,125** eligible permanent employees, approximately **15,158** are enrolled in the current basic life plan. The State maintains the same life insurance plans for employees under the labor contract as it does for those who are not covered under the labor contract. The premium contribution for Supplemental Life Insurance (Employee), Supplemental Life Insurance (Dependent) and Accidental Death and Dismemberment (AD&D) insurance is 100% by the employee.

A census with the current participation in both basic and supplemental life is available in Attachment C: Census Report. The current rates have been in effect since July 1, 2013. The Current Rate Structure – Supplemental Life, Dependent Life and AD&D can be found in Attachment D: Current Rates. Claim Experience and Premium History can be found in Attachment E.

Noted.

C. CONTRACTOR REQUIREMENTS

Bidder to complete Attachment A: Contractor Requirements Matrix

Completed.

VI. PROPOSAL INSTRUCTIONS

RFP 5953 Z1

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

Noted.

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

Noted.

A. PROPOSAL SUBMISSION

REQUEST FOR PROPOSAL FORM

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

We confirm we maintain a drug-free environment.

We make every effort to ensure that our proposal reflects the same benefits described in our contract. Our proposal provides a summary of benefits and definitions; whereas our contract provides in-depth details and is the document that will rule in a discrepancy.

We have included deviations to specific requirements within II. Terms and Conditions of the State's RFP.

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

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

Noted.

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

Noted.

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

Noted.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

UnitedHealth Group has its registered and principal executive offices at UnitedHealth Group Center, 9900 Bren Road East, Minnetonka, MN 55343. UnitedHealth Group's telephone number is (952) 936-1300 or (800) 328-5979, and the fax number is (952) 936-7430. The website address is www.unitedhealthgroup.com.

UnitedHealth Group, a Delaware corporation originally organized in Minnesota in January 1977 and reincorporated in Delaware on July 1, 2015, is the ultimate controlling entity in the insurance holding company system. It was formerly named United HealthCare Corporation.

UnitedHealthcare Insurance Company, the legal entity with which we quote our fully insured business, is a C-Corporation.

UnitedHealthcare Insurance Company is located at 185 Asylum Street, Hartford, Connecticut 06103-0450.

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.

Please refer to the 2017 UHIC Audited Financial Statements, included in the Attachments section of the RFP.

James F. Bedard

185 Asylum Street, Hartford Connecticut 06103

(860) 702-6811

james_f_bedard@uhc.com

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.

Not applicable, as we are a publically-held corporation.

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.

As a result of the nature of our industry, we are periodically the subject of routine, random and other investigations and audits that relate to our contracts with public bodies. Some of these reviews are ongoing, and the outcome cannot be predicted. None of these matters would in any way impede our ability to meet our obligations under our contract.

We can share some general comments about our litigation history; however, for confidentiality reasons, we are unwilling to disclose detailed information.

In providing health benefit services and claims administration services, we have been involved in litigation. The majority of suits are brought by those seeking to challenge benefit decisions or to allege liability for malfeasance of some nature.

Our law department conducts an initial assessment of each suit filed against us and recommends whether the matter should be resolved or referred to local counsel for defense. Many of the suits against the company are resolved by settlement or by dispositive motions. None has had a known, material impact on our businesses or practices.

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

Noted.

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.

There are no pending or anticipated ownership changes. As a public company, our shares trade every day, but the large owners have generally been stable and no one has (or is expected to) purchase a 10 percent or greater position in the company.

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.

All claims are processed at our South Portland, Maine office. Our call center is also located in South Portland, Maine.

The person with overall responsibility for your account is your Strategic Client Executive, Jane Perez.

All correspondence should be sent to Post Office Box 7466, Portland, Maine 04112-7466.

The physical address is 300 Southborough Drive, South Portland, Maine 04106.

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.

In the previous 3 years, UnitedHealthcare has the following contracts with the State of Nebraska

51597 04 Effective 7/1/12 to 6/30/18 – State Employee Medical and Pharmacy Administration

77103 04 Effective 7/1/18 to 6/30/20- State Employee Medical and Pharmacy Administration

64226 04 Effective 7/1/15 to 12/31/16 - Medicaid

71163 04 Effective 1/1/17 to 12/31/21 - Medicaid

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. No party named in the proposal response is or was an employee of the State within the past two (2) years.

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, we are not aware of any lobbying that has occurred in connection with this procurement, nor are we aware of any gifts or other items of value have been provided to the State officials or employees.

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 indefault.

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.

We are not aware of any cases where we were awarded work and did not complete it.

Contractual arrangements with our customers are confidential during the agreement period, as well as following termination.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

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

Travis County reference contact:
Shannon Steele
Travis County Benefits Manager
Direct - 512.854.6046
Benefits line - 512.854.0404
Shannon.Steele@traviscountytx.gov

Travis County has UHC's medical and Basic Life/AD&D for 5,012 employees since 10/1/2016. We are responsible for administration of the contract, claims payment and reporting. Additionally, we negotiate contract renewal rates and provide client service on issues that might arise throughout the year. This contract renews annually and runs for a period of 5 years before it requires re-bidding. The length of the implementation was 61 days and was performed as the prime contractor. Please see the implementation checklist for reference for all responsibilities performed and a standard timeline of 30-45 days.

Louisiana State University contact: Amy A. Kirby, M.S. Office of Human Resource Management Page 4 110 Thomas Boyd Hall Baton Rouge, LA 70803 O: 225.578.8397 M: 225.578.8200 | F: 225.578.6571

Email: aamoroso@lsu.edu

LSU has UHC's medical, voluntary life, voluntary LTD, voluntary dental, voluntary vision, Critical Illness and Accident contract for 8,226 employees since 1/1/2015. UHC was awarded the contract in mid-July 2014. The contract was awarded based on overall pricing of the package of benefits, streamlined account management and an implementation credit to be used towards their ben admin system. They have been inforce since then and have just gone through their third renewal. The length of the implementation was 84 days for 7 lines of coverage and was completed prior to open enrollment. The work was performed as the prime contractor. Please see the implementation checklist for reference for all responsibilities performed and a standard timeline of 30-45 days.

Jackson Public Schools contact: Sharolyn Miller Chief Financial Officer Jackson Public School District (601) 960-8801 main smiller@jackson.k12.ms.us

Jackson Public School has UHC's vision, Life and LTD for 4,310 employees since 2/1/15. The Vision was implemented first and then we implemented Life/LTD for 1/1/16. They just renewed for 1/1/19 for 36 months. The vision implementation was handled in 21 days and the Life and LTD was roughly 45 days and was performed as the prime contractor. Please see the implementation checklist for reference for all responsibilities performed and a standard timeline of 30 to 45 days.

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

UnitedHealth Group provides most of our core health care delivery services through our proprietary capabilities within our family of companies. This enables us to offer affordable solutions through integrated data elements and systems, streamlined implementations and unified account management support.

UnitedHealth Group directly maintains trusted relationships with a variety of external sourcing partners managed through required Master Service and Business Associate Agreements in addition to a disciplined and focused approach on contract compliance, performance management and information security.

UnitedHealth Group's trusted relationships with our sourcing partners are managed within a shared service structure supporting a variety of customers, products and markets and are not typically dedicated to a specific customer. Those sourcing partners who may touch your account would be identified based on your benefit plan structure, our internal business processes and your expectations.

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. You will be supported by a multi-functional account management team who will be well-trained in your benefit program and cultural requirements. The account management team, led by the strategic client executive, Jane Perez, contains representation from all disciplines specifically required to serve your needs.

The account management team assigned to your account delivers on our promise to maximize the investment that you make in health care. The team's top priority is building a successful partnership with you to address your overall goals and coordinate day-to-day activities. The team is your point of contact for all aspects of administration, claims, underwriting, contracts, eligibility, billing and reporting, and works to ensure that all of your needs are met.

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.

Please refer to the State of Nebraska – Management and Service Team, included in the Attachments section of the RFP.

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.

Please see the Jane Perez Resume, Jelena Edwards Resume, Clifton Sumrall Resume, Ann Marie Strought Resume, Kim Blais Resume, and Travis Jordan Resume, each of which are included in the Attachments section of the RFP.

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.

Noted.

j. SUBCONTRACTORS

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

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

Please refer to the Subcontractor Listing for State of Nebraska included in the Attachments section of the RFP.

UnitedHealth Group and its affiliates manage their respective Shared Service Operations comprised of comprehensive processes and systems which support our customers across various markets and product platforms. Likewise, UnitedHealth Group closely manages various trusted 3rd party suppliers for their unique healthcare service delivery capabilities to support specific areas of our internal operations. As such, these Shared Service Operations are intended to leverage breadth and depth in our capabilities to ensure we excel on our customer commitments (i.e. cost, quality and performance, etc.) in health care delivery and health plan management.

3. TECHNICAL APPROACH

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

- Understanding of the project requirements;
- b. Proposed development approach;
- Technical considerations;
- d. Detailed project work plan; and

e. Deliverables and due dates.

Throughout the implementation process, our goal is to build a successful partnership with you. Implementation begins with your Client Manager, Jelena Edwards, who is responsible for facilitating the implementation of your account, by working closely with our internal Implementation Manager.

Jelena schedules an implementation meeting to expedite a smooth benefit plan transition. At this meeting, the following is discussed:

- Roles and Responsibilities: Review of key contacts and accountabilities for implementation
- Implementation Timeline: Review of the key milestones and deadlines for case installation, including meeting schedules
- Products and Services: Detailed discussion of what we will provide, including a complete description of the benefit plan(s)
- Eligibility and Reporting: Description of eligibility and financial reporting needs
- Enrollment Strategy and Communication Materials: Enrollment meeting strategy and resources, including member materials like enrollment forms and benefit summaries

After the initial meeting, Jelena completes the detailed steps of the implementation, working with experts from claims, customer service, eligibility, contracts, billing, reporting and underwriting.

Jelena is in frequent contact with you throughout the implementation process to ensure that the following activities occur accurately and on time:

- Benefit Design: We load the benefit design information into the appropriate systems in advance of the effective date. Claim and customer service systems are fully tested.
- Billing: Our billing systems are set up to process monthly payments and maintain records so we can produce a variety of financial reports.
- Claims: Claims systems are set up to accurately pay claims.
- Customer Service: The call center can answer questions about coverage during the open enrollment period and beyond.
- Contract Administration: Contracts are drafted and submitted to you for review and final approval.
- Communication Materials: We will produce enrollment materials, such as enrollment/change forms and beneficiary forms.

Please refer to the Sample Implementation Timeline, included in the Attachments section of the RFP, for a detailed breakdown of tasks, suggested timeline, and responsible parties.

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 Co	ntact information	
Bidder Name: UnitedHealthcare Insurance Company		
Bidder Address:		
	185 Asylum Street	
	Hartford, CT 06103	
Contact Person & Title:	Jane Perez, Strategic Client Executive	
E-mail Address:	jane_l_perez@uhc.com	
Telephone Number (Office):	(763) 283-3597	
Telephone Number (Cellular):	(402) 312-3282	
Fax Number:	(866) 745-1551	

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.

Bidder Name:			
Bidder Address:	UnitedHealthcare Insurance Company		
	185 Asylum Street		
	Hartford, CT 06103		
Contact Person & Title:	Jane Perez, Strategic Client Executive		
E-mail Address:	jane_I_perez@uhc.com		
Telephone Number (Office):	(763) 283-3597		
Telephone Number (Cellular):	(402) 312-3282		
Fax Number:	(866) 745-1551		

ADDENDUM ONE, REVISED SCHEDULE OF EVENTS

Date:

November 19, 2018

To:

All Bidders

From:

Teresa Fleming, Buyer AS Materiel Purchasing

RE:

Addendum for RFP Number 5953 Z1

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

AC	TIVITY	DATE/TIME
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 19, 2018 TBD
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 5, 2018 2:00 PM Central Time
5.	Review for conformance to RFP requirements	December 5, 2018
6.	Evaluation period	December 6, 2018 – December 20, 2018
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 20, 2018
9,	Contract finalization period	December 20, 2018 through January 5, 2019
10.	Contract award	January 8, 2019
11.	Contractor start date	January 8, 2019
12.	Plan Start Date	July 1, 2019

This addendum will become part of the proposal and should be acknowledged with the RFP!

ADDENDUM TWO QUESTIONS and ANSWERS

Date: November 20, 2018

To: All Bidders

From: Teresa Fleming, Buyer

AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number 5953 Z1 be opened December 5, 2018 at 2:00

p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	II Terms and conditions	6	Please clarify the order of the RFP response.	
			Can the Technical and Cost sections be in the same binder?	Yes but should be presented in separate sections. Refer to Section I. Procurement Procedure, I. Submission of Proposals.
			Bidders should complete Sections II through VI as part of their proposal. Was this meant to say Sections II through IV?	Refer to Section I. Procurement Procedure, O. Request for Proposal/Proposal Requirements which compromises Section II through VI.
2.	VI. Proposal Instructions	24 & 26	Bidders should identify the subdivisions of "Project Description and Scope of Work"	Bidders must complete Attachment A Contractor Requirements Matrix.

			clearly in their proposals.	
			We're not clear on what is expected for this. Please advise.	
3.	Attachment A Contractor Requirements Matrix	1 & 2	Regarding: 7. Accept the current enrollment files and beneficiary designations for the State's employees.	The State will send the premiums to the Contractor and the Contractor will administer the benefits when claims are filed.
			Regarding: 18. Offer web-based enrollment and termination.	2. Employer portal to monitor the status of claims, EOI, etc. An
			Are they looking for a Full Ben Admin system?	employee portal is not needed.
			Are they looking for an employee	3. Employees use the State's online system to enroll.
			enrollment portal or an employer portal or both?	4. No employee portal.
			3. How do they currently enroll in their benefits?	5. No.
			4. Please clarify if they are looking for year-round employee enrollment portal or annual enrollment.	REVISED Attachment A. Contractors Requirements Matrix, Question 7 has been replaced with the following:
			5. Are they looking for carriers to provide a list of preferred vendors that provide enrollment/ben admin platforms?	"Accept the current enrollment and beneficiary designations for the State's employees."
	8			REVISED Attachment A. Contractors Requirements Matrix, Question 18 has been replaced with the following:
				"Provide employer

				portal to monitor the status of claims, EOI, etc."
4.	Attachment A Contractor Requirements Matrix	2	Regarding: 15. When customized printing is requested by the State, present a complete draft and subsequent proof to the State for signoff. 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.	Flyers or informational materials to provide during Open Enrollment process. The quantity would be approximately 600 pieces. The certificate booklet or other items can be sent electronically to the State to post on the website. The distribution will not be sent to employee's homes.
			Please advise approximate number of copies, and if the mailing should be to the State for distribution or to employee homes.	
5.	V. Project Description and Scope of Work	32	Please provide Aetna Certificates and Summary of Benefits for all plans and classes including Basic Life, Supplemental Life, Basic AD&D, Dependent Life and Retiree Life.	Refer to REVISED Attachment B Current Plan Structure. Refer to Attachment F and Attachment G for Certificate Book for the Department of Labor.
6.	V. Project Description and Scope of Work	32	Supplemental Life Open Enrollment History – has the State allowed late entrants to buy new coverage without evidence of insurability or allowed current participants to increase coverage	The current provider does not allow late entrants or increases of more than one increment without evidence of insurability. The State would be open to allow late entrants as a one-time opportunity with the

			more than one increment without evidence of insurability?	new Contractor.
			Has the State allowed Dependent late entrants into the plan without evidence of insurability?	No.
			If so, please provide dates and special enrollment guarantee issue amounts.	N/A
7.	V. Project Description and Scope of Work	32	Life Experience – Please provide complete Aetna reports.	The State is unclear on what you are asking.
				Please refer to all attachments for the reports provided.
8.	V. Project Description and Scope of Work	32	Please provide an individual paid claim list	Refer to NEW Attachment E Life and AD&D Review Package.
9,	Attachment E		The document is missing retiree lives, premium and volume for 07/01/2016 to 6/31/2017. Please provide.	Refer to NEW Attachment E Life and AD&D Review Package.
10.	Attachment E		Basic Term & Retiree Life and Sup Term: premium and volume for 7/1/2013 appear to be incorrect. Please provide the correct figures.	Refer to NEW Attachment E Life and AD&D Review Package.
11.	Attachment E		Basic Term & Retiree Life premium inconsistencies found for 11/01/2015, 01/01/2016, 02/01/2016 and 03/01/2016. Please explain.	Refer to NEW Attachment E Life and AD&D Review Package.
12.	Cost Proposal		AD&D: The table does not include the	The State does not need the current plan

			current AD&D benefit amount \$5,200. Please verify the State does is not requesting the current plan design.	design of \$5,200.
13.	Cost Proposal		Basic Life: The Aetna rate basis is per \$1,000 of covered volume. The cost proposal is per employee per month. Please verify-ls the intent to change the rate basis from per \$1,000 volume to per employee per month?	Refer to REVISED Cost Proposal.
14.	Cost Proposal	1	For Basic Life, please confirm bidders should enter a cost per employee per month instead of the rate per \$1,000 of coverage.	Refer to REVISED Cost Proposal.
15.	Cost Proposal	1	For the AD&D section, will one of the coverage levels requested (\$5,000, \$7,500 and \$10,000) replace the current benefit of \$5,200 or will they all be offered in addition to the current benefit of \$5,200?	Yes, one of the coverage levels requested will replace the current benefit.
16.	Attachment E Claim Experience and Premium History	All	Please provide the following data on any Waiver of Premium claims incurred 7/1/2013 and after: date of birth, gender, date of disability, face amount (please report Basic and Optional separately), reserve amount (please report Basic and Optional separately).	Refer to Attachment I Waiver Claim Listing.

17.	Attachment E Claim Experience and Premium History	All	Please provide any Conversion charges and Claim Interest payments that have been assessed against the plan experience.	Refer to NEW Attachment E Life and AD&D Review Package.
18.	Attachment E Claim Experience and Premium History	All	Please provide coverage indicator and coverage amount for any known pending claims.	At this time, the pending claims for Basic is \$60,000, Supplemental is \$156,000, and Dependent is \$20,000.
19.	Attachment E Claim Experience and Premium History	2	Please provide the missing monthly lives, premium and volume for the Basic Life for Active employees for the period 7/1/16 through 6/30/17.	Refer to NEW Attachment E Life and AD&D Review Package.
20.	Attachment E Claim Experience and Premium History	5	Please provide the missing monthly lives, premium and volume for the Basic Life for Retirees for the period 7/1/16 through 6/30/17.	Refer to NEW Attachment E Life and AD&D Review Package.
21.	Attachment E Claim Experience and Premium History	1 - 5	Please explain how the data under the heading "TERM and Retiree LF" relates to the data under the heading "Term LF" and the data under the heading "Retirees". For example, our assumption was that the data under "TERM and Retiree LF" was a combination of the data under "Term LF" and "Retirees;" however, we notice that for the periods 7/1/13 through 6/30/17, this	LF is the abbreviation for Term Life. Refer to NEW Attachment E Life and AD&D Review Package.

			does not seem to be an accurate assumption. Please advise.	
22.	Attachment E Claim Experience and Premium History	1 – 5	Regarding the paid claim data under the heading "Retirees", we notice that the total claim amounts for the periods 7/1/16 – 6/30/17 and 7/1/17 – 6/30/18 are drastically different than the claim totals for the periods 7/1/13 through 6/30/16. Please confirm that the data is accurate.	Refer to NEW Attachment E Life and AD&D Review Package.
			Also, were there plan changes that may have affected the claim amounts for the periods 7/1/16 – 6/30/18?	No.
23.	Attachment C Census Report	Ali	Please provide gender for all Retirees.	Refer to REVISED Attachment C Census Report.
24.	Attachment C Census Report	All	There are 446 records which are missing Optional Life amounts. Please advise.	These are employees that applied during open enrollment but had not gone through EOI as of 7/1/18 so the plan was not active.
25.	Attachment C Census Report	All	There are 267 records which are missing Dependent Life amounts. Please advise.	See the response to Question 24.
26.	Plan Design Documents	All	Please provide complete certificates for both the Active and Retirees Dept of Labor plans.	See the response to Question 5.
27.	Ptan Design Documents	All	Have there been any plan changes and/or	No.

			rate changes to any of the coverages for the time period 7/1/13 through 6/30/18?	
28.	Attachment D Current Rates	1	The attachment indicates that permanent Part-Time employees can purchase \$20,000 of Basic Life coverage by contributing 50% of the cost which is stated as \$.48 per employee per month; however, the total monthly cost would appear to be \$1.92 based on the reported rate of \$.096 / \$1,000. If permanent Part-Time employees contribute 50% of the cost, our calculation would be a monthly contribution of \$.96 instead of \$.48. Please clarify.	The total cost is \$1.92. Half of the total cost of the \$20,000 coverage is paid through a different fund. This leaves \$10,000 to be paid for by the employee and agency for part-time employees. Half of that cost is \$.48 for the employee and \$.48 for the agency.
29.	Attachment A Contractor Requirements Matrix	Multiple	Please describe the current enrollment and medical evidence of insurability submission processes. Are they completed on paper, on a/your website, through the carrier, or a Third Party Administrator (TPA)? If a TPA, please provide the TPA's name so we can determine if we have existing protocols in place with them.	Enrollment is on-line in the State's system and EOI is on paper which is submitted to the State and forwarded to the Contractor for processing.
30.	Attachment A Contractor Requirements Matrix	1	Please confirm who maintains the beneficiary	The State maintains the beneficiary designation records electronically.

			designation records, and if they are stored on paper (including images) or electronically.	
31.	Attachment A Contractor Requirements Matrix	1	Please confirm who distributes claim forms to beneficiaries, and how the carrier is notified of a claim.	The agency Human Resource representative works with the beneficiary and sends the claim to Benefits. Benefits reviews and forwards to Contractor for processing.
32.	Plan Design Documents	All	Please clarify if AD&D coverage includes a conversion option (not typical).	Yes.
33.			Please provide the current carrier certificates for Retiree class(es).	See the response to Question 5.
34.			Please confirm Retiree class(es) are closed class(es) & no more Retirees will come on in the future.	Correct.
35.			Please describe the Annual Enrollment on the Supplemental Life that the state currently allows and the expectations of a potential new carrier.	See the response to Question 6.
36.			Please clarify any Benefit Admin Platforms the state uses.	Currently, no platforms are used.
37.			From the census, please clarify what "Optional Supplemental Life" amounts the 446 individuals have that are noted with blank	See the response to Question 24.

			amounts for "Coverage" when "Optional Supplemental Life" is noted in "Benefit Type".	
38.			Please provide an individual claim listing for Basic Life Actives, Retiree Basic Life, Employee Supplemental Life and Dependent Supplemental Life noting incurred date and benefit amount.	Refer to NEW Attachment E Life and AD&D Review Package.
39.			Please provide Waiver of Premium claim information for both Basic Life and Supplemental Life noting Date of Birth, Gender, Date of Disability and Benefit Face Amount.	Attachment I Waiver Claim Listing.
40.			Please provide Rate History going back to 7/1/13.	Rates have not changed since 2013.
41.			Please note any plan design changes going back to 7/1/13.	None.
42.			Please provide the lives, premium and volume for Retirees information missing for 7/1/16 through 6/1/17.	Refer to NEW Attachment E Life and AD&D Review Package.
43.	Attachment A Contractor Requirements	RFP number 5953 Z1 #18	Please clarify the following: "Offer web-based enrollment and termination". When you refer to termination is this for Termination of employment?	See the response to Question 3.

	T	- T		
			Or portability/conversion?	
44.	Attachment A	1	Please verify what the inforce maximum and minimum Dollar coverage limits are for the Basic and Supplemental Aggregate.	Basic Life is \$20,000 for active employees. The Supplemental Aggregate does not have a minimum and a maximum of \$750,000 without an EOI.
45.	Attachment A	1-2	Please provide a copy of the any inforce provisions that protect the State from multiple deaths in a single occurrence.	The State does not have a provision in place for multiple deaths in a single occurrence.
46.	Attachment E	1	TERM & Retiree LF 07/01/2013	Refer to NEW Attachment E Life and
			Why are the lives and the volume for 07/01/2013 so different that the rest of the months?	AD&D Review Package.
47.	Attachment E	N/A	Why is the premium for the following months different from the other months	Refer to NEW Attachment E Life and AD&D Review Package.
			11/01/2015	
			01/01/2016	
			02/01/2016	
			03/01/2016	
48.	Attachment E	N/A	Term LF Please provide the monthly Lives, Premium and Volume for the period 7/01/2016 to 03/01/2017	Refer to NEW Attachment E Life and AD&D Review Package.
49.	Attachment E	N/A	Retirees Please provide the monthly Lives, Premium and Volume	Refer to NEW Attachment E Life and AD&D Review Package.

			for the period 7/01/2016 to 03/01/2017	
50.	RFP Final	Page 23	Please explain why roughly 1, 000 employees don't participate in the basic life. Are they part of the eligible permanent part time that contribute premium?	Yes.
51.	Attachment C	N/A	The census numbers don't match the 3 classes. Is class 1& 2 in labor retirees under 65 and over 65?	See Excel version of REVISED Attachment C Census Report tabs.
52.	Request for Proposal document	Page 13 and Page 33	On page 13, we are asked to complete sections II through VI of the RFP. On page 33, we are asked to complete sections II through VII. Can you confirm which is correct?	Refer to Section I. Procurement Procedure, Request for Proposal/Proposal Requirements.
53.	N/A	N/A	Can you provide the Life SOB and cert for all classes (Aetna splits up SOB and Cert)?	See the response to Question 5.
54.	N/A	N/A	Can you provide a recent invoice?	Refer to Attachment H Invoice.
55.	N/A	N/A	Can you provide open waiver or premium claims information (date of disability, face amount, open)?	The State does not have any waiver of premium claims pending.
56.	Attachment B	1	What are "high age reductions" as indicated on the NDOL group?	Refer to Attachment F and Attachment G for Certificate Book for the Department of Labor.
57.	Attachment B	1-6	Please clarify the AD&D to be quoted for the non-NDOL	AD&D is Supplemental.

			active employees. The Life cost proposal sheet shows flat \$5,000, \$7,500 or \$10,000. The "attachment B ,plan structure" shows \$5,200	See REVISED Attachment B Plan Structure - Basic and Supplemental.
			Also, Is there Basic AD&D, or just Supplemental?	
58.	N/A	N/A	Please verify Basic Life rates for the 3 classes as the only data we have is from 2013 website info:	Rates have not changed since 2013
			Class 1 – Active NDOL = Basic Life : .167 and .013 Basic AD&D	
			Class 2 – All other active employees = .096 Basic Life and No Basic AD&D	
			Class 3 – Retired NDOL = .19 Basic Life	
59.	Procurement Procedure i. Submission of Proposals	3	Please confirm that only one (1) original hard copy binder is requested?	Confirmed.
60.	Procurement Procedure Submission of Proposals	3	Regarding the "Technical" and "Cost" sections of the response, please confirm that we can put both within the 1 requested binder but separated into separate sections?	Confirmed.
61.	VI. Proposal Instructions 2. Corporate Overview h. Summary of Bidder's	25 & 26	Please confirm if the incumbent carrier would need to provide references?	All bidders must respond to the Corporate Overview section of the RFP.

	Corporate Experience and, i. Summary of Bidder's Proposed Personnel/Management Approach			
62.	Attachment A - Contractor Requirements Matrix	4	Question 34 asks to attach a description of premium billing procedures. Please confirm if it is acceptable to provide an overview in the "Response" section or if a separate attachment/document is necessary.	Please provide a separate attachment/document.
63.	Attachment B - Plan Structure - Basic and Supplemental		The current plan design we have listed in our system for the Closed NDOL active employee group is a minimum benefit of \$10,000. The Attachment B–Plan Structure document lists it as \$20,000. Is this a plan change you would like to see in the quote? Or is this a miscommunication of the current plan design?	Refer to REVISED Attachment B Plan Structure and REVISED Cost Proposal.
64.	Attachment D - Current Rates		Attachment D shows that Part-Time active employees have a 50% contributory rate of \$0.48 if they would like to elect Basic Life. We do not have this currently listed in our system. Is this something you would like quoted in the RCF?	See the response to Question 28.
65.	5953 Z1 Attachment C	State-active-	Can the first two	The State is unable to

	Census Report	AX01	census tabs for active employees be set up to include one row for each employee with separate columns for Basic Life, Supp Employee Life, Supp Dependent Life, and Supp AD&D?	provide due to the system does not deliver the information this way. Refer to REVISED Attachment C Census Report.
66.	5953 Z1 Attachment C Census Report	State-active- AX01	If the census cannot be set up as requested in question no. 1 above, can a unique identifier be added to each row for the first two census tabs for active employees such as employee number or employee name?	Refer to REVISED Attachment C Census Report.
67.	5953 Z1 Attachment C Census Report	State-active- AX01	Can a column be added to the first two census tabs to designate if the active employees are permanent full time or permanent part time?	Refer to REVISED Attachment C Census Report.
68.	5953 Z1 Attachment C Census Report	State-active- AX01	What are the total number of eligible permanent full time and part time employees, including the permanent part time employees who have waived Basic Life coverage?	16,125 employees
69.	5953 Z1 Attachment C Census Report	State-active- AX01	Regarding the State- active-AX01 census tab, the census has 8,172 employees with a Supp Employee Life election and 446 employees with a "blank" volume. There are several thousand employees who are waiving Supp Employee Life	See the response to Question 24.

			coverage. Are these 446 employees with "blanks" on the census also waiving Supp Employee Life coverage?	
70.	5953 Z1 Attachment C Census Report	State-active- AX01	Regarding the State-active-AX01 census tab, there are 468 employees with \$5,000 Supp Dependent Life, 4,701 employees with \$10,000 Supp Dependent Life, and 267 employees with "blank" for a total of 5,438 employees on the census that show a Benefit Type of Dependent Life. Are the "blanks" on the census waiving Supp Dependent Life coverage?	See the response to Question 24.
71.	5953 Z1 Attachment C Census Report	Labor- Retirees under age 65 RX04/Labor- Retirees over age 65 RX04	Can gender be added to both retiree census tabs?	Refer to REVISED Attachment C Census Report.
72.			Are Aetna's current Life and AD&D booklets available along with any amendments from 7/1/2013 to present?	See the response to Question 5. No changes since 7/1/2013.
73.			If Aetna's current Life and AD&D booklets are not available, can we obtain all benefit changes from 7/1/2013 to present?	See the response to Question 5.
74.	5953 Z1 Attachment B Plan Structure - Basic	Page 1 & 3	What is the Supp Employee Life	\$750,000 without EOI

	and Supplemental		maximum?	
75.	5953 Z1 Attachment B Plan Structure - Basic and Supplemental	Page 1 & 3	Does Aetna currently offer Basic Life portability?	No.
76.	5953 Z1 Attachment B Plan Structure - Basic and Supplemental	Page 1 & 3	Does Aetna currently offer Supp Life portability?	No.
77.	5953 Z1 Attachment B Plan Structure - Basic and Supplemental	Page 3	Permanent part time employees must work 20 hours to be eligible for the Life and AD&D benefits. How many hours must employees work to be considered permanent full time employees?	40 hours per week.
78.	5953 Z1 Attachment B Plan Structure - Basic and Supplemental	Page 1	What are the "high age reductions" for Basic Life on page 1 of Attachment B?	Refer to Attachment F and Attachment G for Certificate Book for the Department of Labor.
79.	5953 Z1 Attachment B Plan Structure - Basic and Supplemental	Page 3	What is the benefit schedule and age reduction schedule for the Labor-Retirees over 65 RX04 census tab?	Refer to Attachment F and Attachment G for Certificate Book for the Department of Labor.
80.			Is a recent premium bill from the current carrier available?	Refer to Attachment H Invoice
81.	5953 Z1 Attachment E Claim Experience and Premium History		Please provide a list of the approved waivers that includes DOB, DOD, Gender, Basic Employee Life Volume, and Supp Employee Life Volume.	Refer to Attachment I Waiver Claim Listing
82,	5953 Z1 Attachment E Claim Experience and Premium History		If the Supp Term experience includes dependent experience, can it be separated from the employee experience?	Refer to NEW Attachment E Life and AD&D Review Package.

83.	5953 Z1 Attachment E Claim Experience and Premium History	If the Supp Term experience does not include dependent experience, can we obtain the dependent experience in the same format and with the same time periods?	Refer to NEW Attachment E Life and AD&D Review Package.
84.		PT designations on the census so that we know which EEs are paying for the basic life.	Refer to REVISED Attachment C Census Report.
85.		Detailed claims listing of each claimant and cert amount	Refer to NEW Attachment E Life and AD&D Review Package.
86.		Is the state comfortable if we cross-subsidize? When quoting, we will use much of the optional life excess to cover the Basic Life losses, also known as cross-subsidation. The State may be highly sensitive to this.	No, the State will not accept cross-subsidizing.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.



ADDENDUM THREE, REVISED SCHEDULE OF EVENTS

Date:

November 20, 2018

To:

All Bidders

From:

Teresa Fleming, Buyer AS Materiel Purchasing

RE:

Addendum for RFP Number 5953 Z1

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

AC1	TIVITY	DATE/TIME
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at:	November 19, 2018
	http://das.nebraska.gov/materiel/purchasing.html	November 20, 2018
4.	Last day to submit written questions Round 2	November 26, 2018
5.	State responds to written questions Round 2 through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 28, 2018
6,	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 5, 2018 December 12, 2018 2:00 PM Central Time
7.	Review for conformance to RFP requirements	December 5, 2018 December 12, 2018
8.	Evaluation period	December 6, 2018 December 20, 2018 December 13, 2018 through December 31, 2018
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
10.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 20, 2018 December 31, 2018
11.	Contract finalization period	December 20, 2018 through January 5, 2019 December 31, 2018 through
12.	Contract award	January 15, 2019 January 8, 2019 January 15, 2019
13.	Contractor start date	January 8, 2019
14.	Plan Start Date	January 15, 2019 July 1, 2019

This addendum will become part of the proposal and should be acknowledged with the RFP.

ADDENDUM FOUR, QUESTIONS and ANSWERS

Date:

November 28, 2018

To:

All Bidders

From:

Teresa Fleming, Buyer

AS Materiel State Purchasing

RE:

Addendum for Request for Proposal Number 5953 Z1 to be opened December 12, 2018 at

2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	Scope of Service	1	The requested rate guarantee appears to be for 4 years, with 2 separate 1-year renewal years. Is pricing for the 2 optional years considered as part of the evaluation criteria for this RFP?	No
2.	Project Description	23	Are PT employees automatically enrolled and subsequently must take action to drop the coverage or are PT employees defaulted to no basic life coverage and must take action to elect?	Employees must take action to elect coverage
3.	Project Description	23	PT employees currently pay 50% of coverage cost for basic life – is that percentage open to change in the proposed rate guarantee period?	No
4.	Project Description	23	For PT premiums, the Q&A indicates that half of the total cost is paid through a "different fund." Are contributions from this other fund open to changing in the proposed rate guarantee period?	No

5.	Plan Design	While certificates were provided for NDOL actives and retirees, no certificate was provided for other State of Nebraska employees. Please provide a certificate for these individuals.	Refer to REVISED Attachment B "Current Plan Structure – Basic and Supplemental Eligible Permanent Employees" Page 4 *follow the link provided
6.	Plan Design	Please provide the Aetna life policy (not certs) or please describe the provisions for waiver of premium – eligibility, elimination period, termination provisions.	Refer to REVISED Attachment B "Current Plan Structure – Basic and Supplemental Eligible Permanent Employees" Page 4 *follow the link provided
7.	Plan Design	Additionally, please provide Supplemental AD&D additional benefits	Refer to REVISED Attachment B "Current Plan Structure – Basic and Supplemental Eligible Permanent Employees" Page 4 *follow the link provided
8.	Census	Please provide zip code for individuals listed on the census.	See REVISION 2 Attachment C: Zip codes have been added to the census for active employees. A small number of employee zip codes cannot be provided due to retiree status and no longer being in the NDOL system
9.	General	Is an implementation credit requested?	No. The Contractor is required to meet the deadlines as noted in the RFP.
10,		Please provide the Aetna Life Certificate Book for "All Other State Employees who routinely work at least 20 hrs/week on average."	Refer to REVISED Attachment B "Current Plan Structure – Basic and Supplemental Eligible Permanent Employees" Page 4 *follow the link provided

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

RFP 5953 Z1

Deviations to the plan designs

There is no burn benefit available on the AD&D plans.

Deviations to the in-force contract

T. ATTORNEY'S FEES

(Replace what is in the in-force contract with the language below)

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law. If said litigation appeal or other legal action is brought by the State to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law.

Contractor will provide full and complete cooperation in the defense of plan benefits litigation arising out of matters relating to the agreement. Contractor will select and retain defense counsel to represent contractor interest if litigation or administrative proceedings are commenced against contractor or against the plan and contractor jointly, by a member or a health care provider. If an action is asserted against both the State and contractor, contractor will agree to joint defense counsel so long as there is no conflict of interest between the parties, at contractor's expense.

In actions solely against the contractor, contractor will select and retain defense counsel to represent its and the plan's interest if a demand is asserted, or litigation or administrative proceedings are begun by a plan participant or health care provider against the contractor, to recover plan benefits or otherwise related to the contractor's duties under the contract ("Plan Benefits Litigation").

In actions against both the State and the contractor, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel at contractor's expense. Both parties will reasonably cooperate with each other in the defense of Plan Benefits Litigation.

X. NOTIFICATION

(Replace what is in the in-force contract with the language below)

All notices under the contract shall be deemed duly given upon delivery to the point of contact for this contract, in person, or upon delivery by U.S. Mail, facsimile, or e-mail.

- Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail. postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
- 2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

State of Nebraska

Contract Deviations

JJ. PROPRIETARY INFORMATION

(Replace what is in the in-force contract with the language below)

Data contained in the contract and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information. IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law WILL BE POSTED FOR PUBLIC VIEWING.

State of Nebraska RFP #5953 Z1

Confidential and Proprietary

RFP 5953 Z1

This information is considered trade secret, proprietary and/or competitively-sensitive confidential information. Disclosure of the information would cause substantial harm to UnitedHealthcare, is information that UnitedHealthcare would not customarily release to the public and is known only to certain individuals with a need to know. It should not be released by State of Nebraska without the prior written consent of UnitedHealthcare.

Section 12F - Resumes

- Jane Perez
- Ann-Marie Strought
- Clifton Sumrall
- Jelena Edwards
- Kim Blais
- Section 12K Subcontractor Listing

State of Nebraska RFP 5953 Z1

Company Overview

Our parent company, UnitedHealth Group Incorporated, has been operational in the life and accidental death and dismemberment market since 1990. UnitedHealth Group currently employs more than 270,000 people across all its businesses.

UnitedHealth Group, Incorporated (UnitedHealth Group) is a diversified health and well-being company dedicated to making health care work better. Headquartered in Minneapolis, Minnesota, UnitedHealth Group uses two business platforms, UnitedHealthcare and Optum, to offer a broad spectrum of products and services.

UnitedHealthcare coordinates network-based health and well-being products and services that are innovative and affordable and that keep individuals involved in their own health and wellness. After all, informed consumers make better decisions, and that leads to lower medical costs. In addition to health benefit plans, UnitedHealthcare offers Health Savings Accounts (HSAs) and Health Reimbursement Accounts (HRAs), as well as specialty programs such as vision, dental, life, disability, accident and critical illness protection and hospital indemnity protection.

We have more than 20 years of experience serving more than 1 million financial protection members and 43,000 employer groups.* Our financial protection plans help offer an easier, economical way to enhance your benefits package, help your employees to live healthier and help your business be more productive. Our competitive financial protection portfolio includes the following plan offerings. Not all plans are available in all states:

- Life (basic and supplemental) & accidental death and dismemberment
- Disability (short and long-term) & family medical leave administration
- Critical illness protection
- Accident protection
- Hospital indemnity protection

Fund them your way.

Our flexible funding options let you choose the right plans and contribution strategies (non-contributory or voluntary) for your needs and budget.

Protect employee productivity.

Our financial protection plans help ease budget strain for you and your employees. They also help lower emotional stress so employees can focus on getting better, not how to pay their bills.

Bundle with our health plans for even more value.

It's easy to add a financial protection plan and get these advantages at no extra cost.

- See savings. You may qualify for significant savings by bundling your plans. Bundle more, save more. You may also save time with more efficiency.
- Enjoy simplicity. Get one account team, administration process and website, customer service line and more.
- Inspire healthier. Bridge2Health® uses our health plan and specialty plan data to identify and empower your employees with support and resources that can help them make informed decisions and take control of their health. Though better integration, we can help influence better health outcomes, help improve productivity, help reduce absenteeism and help lower costs.

^{*}Data as of January 2017.

INDIVIDUAL LIFE CONVERSION REQUEST FOR INFORMATION



This form enables you and your insured dependents to obtain information on any right you may have to purchase an individual life insurance policy within 31 days after your group life coverage ends or is reduced because of termination of employment or a change in your classification. Please complete the information below, if you are interested, and an application and premium costs will be sent. Your application and premium need to be submitted to this office within 31 days after the date of your group life insurance ending. Please review the Conversion Privilege provision in your existing Policy (or if unavailable contact the Employer) to ensure an understanding of your conversion rights, responsibilities and any extension to convert that may be available in your state.

Name of Employee/Member	113 TRATOR	TO CERTIF I					
Name of Employer (use name sho	policy or booklet):	Er	Employer's Policy #				
Employer's Address			Contact Name				
Date Of Group Life Insurance Termination (MM/DD/YY)	Last	Day Worked	Total Amount of Group Life Insurance on Termination Date:				ination Date:
			Basic \$/ Supplemental \$			\$	
Member's Occupation		Clas	Class: Annual Salary				
Member's Hire Date/	_						
Member's effective date of Group I	ife Insurano	e Coverage unde	r the Group	Policy:			
Did member have Dependent Life	Insurance on	Group Plan	☐ Yes	☐ No			
Amount of Spouse Life In:	surance \$	Amo	ount of Child	Life Insurar	nce \$	_	
REASON FOR TERMINATION: EMPLOYEE			DEI	PENDENT			
☐ Termination of Policy ☐ Termination of Employ ☐ Disability ☐ Other (please explain) s Employee/Member on Disability' Has the insured member made an f yes, please attach a copy of the Date on which this Notice was give) P ☐ Yes Absolute Ass	signment of the gignment form.	Divorce Marriage A surviv Other (p	lease explai come disabl urance to be	or child of decent	60? 🗆	Yes □ No
Date Notice Completed Signatur	e of Employe	er/Administrator	Title		Phone Number		
PART B - TO BE COMPLETE	D BY EMPL			1		TION Age	TW.
Name		Social Security #		Date of	Date of Birth		Sex
Home Address Street		City			State	Zip Code	
Phone # ()	Email Address (If Email address is provided, correspondence will be sent via email:						
If spouse or Children are checked	above, provid	le information be	low:				
Name of Dependent(s) Age		Date of Birth SS#		# Sex		Relationship to you	
Employee's Signature				ate Complet	ted and Mailed	1	

Mail form to: HRMP, Life Conversion Facility, 300 Rosewood Drive, Suite 250, Danvers, MA 01923

TOLL FREE: (888) 999-4767 Fax: (978) 762-4767 Email: Conversions@HRMP.com 106



Financial protection

Benefit plan implementation process

At UnitedHealthcare, we are committed to partnering with you in the implementation and administration of your benefit plan. We will work closely with you to ensure a smooth transition and successful business relationship.

The chart below identifies key steps in the process of implementing your policy along with their estimated time frames. We look forward to serving you.

Timing	Implementation steps	Implementation responsibility			
	Pre-installation: Information gathering	UnitedHealthcare	Joint effort	State of NE	
	Your UnitedHealtheare sales team provides final sold proposal to the Financial Protection Support team (FPS).	•			
v)	FPS team will prepare your customized implementation packet	•			
- 2 Weeks	FPS team will email Implementation packet with a request to schedule an implementation meeting	•			
1-2	 Hold initial implementation conference call/meeting to review implementation packet, plan dusign and administration requirements 		•		
	5. Resolve any outstanding items from implementation meeting			•	
	Obtain client and producer approval of final plan design			•	
	7. Provide written notice to prior carrier as necessary			•	
us.	Installation: Begins upon completion of all installation forms	UnitedHealthcare	Joint effort	State of NE	
1 – 10 Business days	1. Distribute customized enrollment form and bonefit summarios as agrood upon	•			
ess +	Final census must be provided at this time to continue installation			•	
÷ iš	Benefit plan will proceed to case set up upon receipt	•			
콟	UnitedHealthcare conducts internal operations case review for fast-track installation Cook installation reviewed by the underwitten to a conduct of the conduct of				
	Case installation reviewed by the underwriting team. Bull an advantage of the underwriting team. Bull an advantage of the underwriting team.	Dala di Lauria	total agrand	State of NE	
\$ 25	Policy administration: Begins upon approval from underwriting	UnitedHealthcare	Joint effort	State of ME	
S S	 Issue policy and certificate of coverage and forward to account executivo/manager, broker and client 				
0 -	Review electronic forms notice and confirm receipt via small				
10 - 20 Business days	Client will receive welcome ornail with Wob-ID and password	•			
و	eAdminstration training	UnitedHealthcare Specialty Benefits	Joint effort	State of NE	
20 - 30 Business days	Account executive will request administration training call with client, broker and FPS		•		
0 -	toam to discuss the following: • Web access				
LSI PS	Billing process				
ā	Reporting system				
	Ongoing service contacts]			

This checklist reflects typical steps in benefit implementation and administration. Actual steps will be determined on a case-by-case basis, based on the specific needs of the customer.



UnitedHealthcare Life and Disability products are provided by UnitedHealthcare Insurance Company and in California by Unimerica Life Insurance Company. The policies have exclusions, limitations, reductions of benefits, and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write your insurance agent or the company. Some products are not available in all states. UnitedHealthcare Insurance Company is located in Hartford, CT and Unimerica Life Insurance Company is located in Milwaukee, WI. UnitedHealthcare Critical liliness provided by UnitedHealthcare Insurance Company. Critical liliness coverage is NOT considered "minimum ossential coverage" under the Affordable Care Act and therefore does NOT satisfy the mandate to have health insurance coverage. Failure to have other health insurance coverage may be subject to a tax ponalty. Please consult a tax advisor. The policies have exclusions, limitations, reductions of benefits, and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write your insurance agent or the company. Some products are not available in all states. UnitedHealthcare Insurance Company is located in Hartford, CT. UnitedHealthcare Accident Protection product is provided by UnitedHealthcare Insurance Company. For costs and complete details of the coverage, call or write your insurance agent or the company. Some products are not available in all states. UnitedHealthcare Insurance Company is located in Hartford, CT.

RFP 5953 Z1

RFP/Sales contact person

Name: Jane Perez Location: Omaha, NE

Title: Strategic Client Executive

Responsibilities: As the Strategic Client Executive, Jane is responsible for coordinating all aspects of the

relationship between UnitedHealthcare and the State of Nebraska.

Experience: Jane began her career as part of the underwriting and financial analysis team. In the past 30 years Jane has served in account management roles for large complex and high-profile national and public sector customers. Currently, Jane manages the medical and pharmacy administrative services relationship between the State of Nebraska and UnitedHealthcare. She joined UnitedHealthcare in October of 2015.

Client Manager

Name: Jelena Edwards Location: Schaumburg, IL Title: Client Manager

Responsibilities: As a Client Manager, Jelena is responsible for managing the overall delivery of benefits and services, including the implementation of new business, as well as the management of changes for her

Experience: Jelena currently manages the medical and pharmacy administrative services between the State of Nebraska and UnitedHealthcare. She will support the fully insure life coverage as well. Jelena has been with UnitedHealthcare for 12 years.

Customer Service Manager

Name: Clifton Sumrall Location: Minneapolis, MN Title: Service Account Manager

Responsibilities: Clifton currently works as a liaison between UnitedHealthcare and the State of Nebraska to

answer claim and service questions. He will be supporting the fully insured life coverage as well

Experience: Prior to this role, Clifton was a subject matter expert within the call center and worked as a

Health Advisor. He has been with UnitedHealthcare for 6 years.

Team Lead - Life Insurance Products

Name: Kim Blais

Location: South Portland, ME.

Title: Team Lead

Responsibilities: Kim mentors and trains new hires, reviews and validates claims, is a liaison to the Best Practice and Legal Departments, and conducts claims conferences with the Medical and Legal staff.

Experience: 30+ years of claims experience in the group insurance industry working with Life and Disability

insurance products.

Claim manager for Waiver of Premium claims

Name: Ann-Marie Strout Location: South Portland, ME

Title: Manager, Life, AD&D and Life Waiver of Premium Claims

Responsibilities: Ann-Marie is responsible for the oversight of the claim specialists, explaining policy

provisions, process, timeframes and exceptions and complex claim resolution.

Experience: Vicky has more than 25 years of insurance experience, employed with UnitedHealthcare for 9.5 years, has managed current team of life specialists and life waiver of premium specialists for the past 3 years and prior to her manager role she was team lead for life waiver of premium.

ACCOUNT TEAM RESUMES

RFP 5953 Z1

This section has been redacted from the proposal. The Account Team Resumes can be found in the separately packaged envelope marked "Proprietary Information."

UNITEDHEALTH GROUP®



Enterprise Resiliency & Response Program Customer Overview

January 2018

Table of Contents

Contents

Section I – Enterprise Resiliency & Response Overview	3
Background	
Mission Statement	
Policy	
Objective	
Program Strategy	
The Layered Program Model	5
Organizational Accountabilities and Governance	5
Section II - Event Management Plan	
Event Management Strategy	
Event Management Team	
Section III – Site Emergency Response	
Site Emergency Response Strategy	
Site Emergency Planning Standards	
Lifecycle Maintenance	
Change Management and Update Process	8
Testing	
Section IV - Business Continuity Planning	
Risk Assessment & Management	
Business Continuity Plan Strategy	
Business Continuity Program Development Standards	
Lifecycle Maintenance	
Change Management and Update Process	
Metrics and Measurements	
Testing and Certification	
Section V - Disaster Recovery Planning	12
Disaster Recovery Objectives	
Disaster Recovery Strategies	
Prevention	
Protection	
Lifecycle Maintenance	
Section VI – Public Health and Pandemic Planning	
Objectives	
Clinical Resources	
Approach	
Section VII - Conclusion	

Section I – Enterprise Resiliency & Response Overview

Background

The purpose of this document is to demonstrate how the Enterprise Resiliency & Response Program, with the interrelated services of event management, site emergency planning, business continuity planning, disaster recovery planning, and response to events impacting public health and pandemics, are designed to ensure we can react quickly to all forms as disasters, minimizing potential negative impacts to our operations and vital services.

UnitedHealth Group has an Enterprise Resiliency & Response Program (the Program) that minimizes customer impact from disrupted service in a significant event or disaster, while aiding compliance to published regulatory guidelines.

The Program helps prevent and/or mitigate the impact of events that could disrupt our business by containing the impact within a predictable and predetermined period of time. Effective business continuity planning establishes the basis from which business processes and operations, including service to customers, are resumed.

We have business contingency planning preventative controls, contingency resources, and procedures administered by a formal internal management organization.

Mission Statement

The mission of the Program is to:

- Provide for the safety of our employees in the event of a business disruption or disaster
- Demonstrate our consumer-focus and service excellence when our customers and members are vulnerable after a crisis
- Minimize service disruptions
- Meet customer and other stakeholder expectations
- Preserve customer information
- Protect and preserve UnitedHealth Group's organizational assets, including people, process, technology and information
- Comply with laws and regulations regarding the continuity of operations
- Enhance our competitive position, market share and reputation

This mission can only be achieved through management and control of business impact and risk; therefore, the program focuses on designated critical operations and sites. The level of business continuity safeguards are based on the business impact of the business segment's critical operations, sites, assets, and their inherent vulnerabilities.

Policy

UnitedHealth Group recognizes and acknowledges that the protection of its assets and business operations is a major responsibility to its employees, shareholders, business associations, customers and other communities that it services. Therefore, it is UnitedHealth Group's policy that business continuity and disaster recovery plans must be developed, tested, and maintained in order to limit losses caused by disruptions to critical business operations and to enable efficient and effective recovery. The Program include processes and controls to protect the business of UnitedHealth Group, the life and safety of

workforce members, as well as to protect the image, reputation, assets, and resources of the organization.

Objective

The objectives of the Program are to continue to serve customers, minimize financial loss to the organization, and minimize the negative effects disruptions can have on strategic plans, reputation, operations, liquidity, credit quality, market position and ability to remain in compliance with applicable laws and regulations. Changing business processes, internally to the organization and externally among interdependent vendors and partners, and new threat scenarios require UnitedHealth Group to maintain updated and viable business continuity plans.

In order to carry out the Program mission, UnitedHealth Group has adopted a business continuity strategy to address the key business interruption risks that stem from the deployment and use of our people, processes, technology and financial assets in carrying out the day-to-day business operations. This strategy focuses on our critical business functions and planning for the worst-case scenario so that we can react quickly and efficiently, adding value to our business and customers through effective risk reduction, compliance with industry, contractual or regulatory standards, and safeguarding of our operations and assets. This worst-case scenario covers all forms of disasters, both natural and manmade (e.g., hurricane, flood, fire, terrorism, public health emergencies, including pandemics, etc.).

Program Strategy

The Program strategy requires that the ownership, responsibility and accountability for business continuity planning reside at the segment business operations level while providing for governance, standardization, and oversight at the enterprise level. This program encompasses a "layered" approach to continuity planning, which recognizes that risks to our business operations are inherent individually and to the environment as a whole due to the interdependent nature of our operations. Therefore, the continuity strategy is an appropriate combination of safeguards within our operations that work together to address inter-segment dependencies and meet the business continuity requirements of the segments individually, as well as UnitedHealth Group as a whole. Risk assessment, organizational accountabilities, governance and metrics are the foundational components of the Program and layered approach.

The Program integrates the appropriate levels of skills and required activities across all business operations. The level of business continuity safeguards required is based on the business impact of the critical operations, sites, assets and their inherent vulnerabilities.

Internal and external factors continually change business processes as well as risks, so the Program also includes lifecycle maintenance, testing and third-party validation.

The Program strategy integrates core planning assumptions in plan development. They are:

- The incident/disaster which prompted the recovery process affects only internal business function(s) and/or site(s) – certain other public services infrastructure (fire, ambulance, police, etc...) remain intact.
- Worst-case scenario is total disruption. If the actual disaster is not worse-case scenario, procedures will be modified within the appropriate strategies to only cover those critical business function(s) and processes affected by a disaster.
- Up to 50% of the function's staff at a particular site may be unavailable for work following the disaster. The disaster may affect multiple sites within a regional area.
- The off-site storage location in unaffected by the disaster since geographical proximity and accessibility were considered in site selection which minimizes the potential for the same disaster impacting both locations

Operating efficiency will be reduced during the recovery and stabilization periods. Processing will
take longer and/or there may be greater instances of human error during survival-mode operation
of the business function(s).

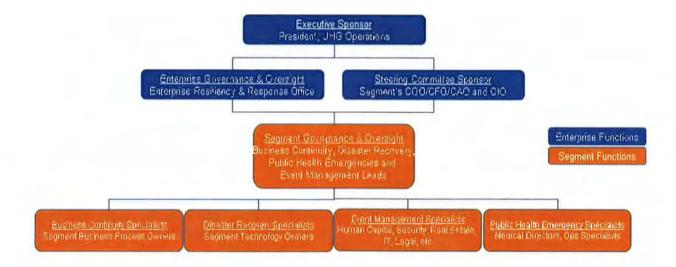
The Layered Program Model

The layered Program model is focused on ensuring consistency between the organization's event management, site emergency response, business continuity, disaster recovery and public health emergency planning efforts. These layers are interrelated and work together to provide maximum protection and risk mitigation. The model is built upon the following key components:



Organizational Accountabilities and Governance

The Program is implemented through an organization structure that requires active participation among all business stakeholders; including technology and business operations. The Enterprise Resiliency & Response Office, together with the Enterprise Resiliency & Response Steering Committee, comprised of corporate and segment executives, have the responsibility for defining the recovery project initiatives, oversight and support of the program which is in compliance with regulatory guidelines and customer expectations. Through the Program, the segments have responsibility and accountability to sustain the organization's capacity and readiness to manage a major incident or disaster through to resolution.



Section II - Event Management Plan Event Management Strategy

Effectively managing a crisis situation through to resolution in a large organization requires more rapid decision-making and communication process than is used for normal day-to-day business operations. As a result, the UnitedHealth Group event management plan outlines the management organization (event management team) and communication process to be utilized to facilitate a timely response to major events affecting our personnel, business operations, and site locations, with the goal of avoiding or minimizing damage to the organization's ability to serve patients, members, customers and key stakeholders.

This plan identifies the event management team and outlines their key roles and responsibilities. The event management team is collectively responsible for managing the situation and making the critical decisions that drive remediation and coordination with various internal and external stakeholders as determined by the nature of the event and the short- and long-term impact on the organization. The event management team also supports execution on the event management decisions and provides central coordination of communications, resources, personnel, issues, and other information through the notification and response phases of event management.

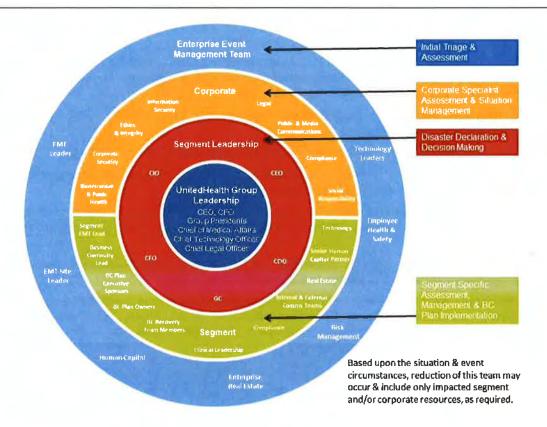
The event management plan has been established to provide a framework to facilitate the effective response and recovery of a major event. This plan provides the structure for:

- UnitedHealth Group's event management team;
- Event management process, including identification, escalation, notification and response channels as well as roles and responsibilities of the event management team;
- Established standards and checklist for the event management team, including, but not limited to: command center activation; damage assessment of people, information and property; risk management and safety; technology impact and response; and, employee, media and customer communications; and
- Disaster declaration standards

Event Management Team

The primary purpose of the event management team is to provide a consistent and reliable approach for communication and engagement between all required parties necessary to manage a major event. Subject matter experts, both at the corporate and segment level, continue to manage actions within their functional teams, however, will leverage the event management team as a forum to more quickly and reliably engage, communicate and make decisions between teams. The event management team:

- Consists of corporate and segment leadership with responsibility for event communication and response execution.
- Engages required executive leadership necessary to respond to the event.
- Executes on the decisions made by executive leadership and provide central coordination of communications, resources, personnel, issues, and other information through the notification and response phases of event management.
- Determines the strategy for how an event will be managed effectively and efficiently through to resolution. Responsible for facilitating the critical decisions that drive the remediation and coordination efforts with various internal and external stakeholders as determined by the nature of the event and the short- and long-term impact on the organization.
- Comprised of the following functional leaders or appropriate alternatives, as required:



Section III - Site Emergency Response

Site Emergency Response Strategy

To support and facilitate a coordinated and controlled building occupant response in an emergency, UnitedHealth Group policy requires all offices with over 10 employees have a site Emergency Action Plan (EAP). These plans focus on the immediate site needs during an emergency, such as employee evacuation and public services engagement. The company's emergency response team is often the first responder to a situation and help ensure that employees remain safe, sheltered and their basic life/safety needs are met.

Emergency action plans are used in conjunction with the event management process.

Site Emergency Planning Standards

To help ensure consistency and effectiveness, the site emergency action plans are developed using standard tools and templates. The following provides a high-level description of each of the sections contained within the individual site plans:

Purpose - The purpose of the Emergency Action Plan.

Location Information – Information pertaining to the physical location including building address and primary contact phone numbers.

Emergency Contact Information – A list of key phone numbers including emergency services, Facilities Management and Security, where applicable.

Site Emergency Response Team Roles and Responsibilities – Specific roles and responsibilities as defined including Event Management Team Site Lead, Emergency Response Team Site Lead, Floor Marshals, and Facilities Management.

Emergencies that may Result in Business Interruption or Office Closing – Procedures to engage the Event Management Team.

One Breath Situations - Procedures to engage Human Capital, where applicable.

Medical Emergencies – Specific procedures to respond to medical emergencies including location and contents of first aid supplies.

Fire(s) – Specific procedures pertaining to fires within the building including building alarm sounds, high rise procedures (where applicable), evacuation maps and post evacuation assembly areas.

Severe Weather – Specific procedures to respond to severe weather events including monitoring/notification procedures and areas to shelter-in-place.

Additional Hazard-Specific Procedures - if applicable, including but not limited to: Facility Related Emergencies; Criminal, Terroristic or Violent Behavior; Bomb Threats; Suspicious Packages; Civil Disturbances or Demonstrations; Hazardous Materials Exposures or Release; Biohazard Exposures or Release, and Earthquakes.

Lifecycle Maintenance Change Management and Update Process

In order to maintain an effective Program, site emergency response plans are updated annually and monitored for compliance by the Risk Management and Safety organization.

Testing

The site emergency action plans are tested at a minimum annually through drill techniques including fire, severe weather and/or earthquake. Drills may include tabletop (practical or simulated exercise), structured walk-through (functional), and/or large or full-scale (live or real-life exercise).

Section IV - Business Continuity Planning

Risk Assessment & Management

Business continuity planning requirements are driven by a business impact analysis, supporting the company's Enterprise Risk Management discipline as an integral part of UnitedHealth Group's culture, decision-making processes, and governance processes. The business impact analysis, combined with threat and risk assessments, helps assure that business continuity risks are appropriately prioritized and remediated by applying cost effective strategies and mechanisms to reduce risk to a tolerable level. The enterprise business impact analysis process:

- Identifies potential impact of uncontrolled, nonspecific events on UnitedHealth Group business processes and its customers;
- Considers all business segment functions; and

 Provides an estimation of maximum allowable downtime and acceptable levels of data and operational loss.

Each critical function is required to perform a risk assessment utilizing the business impact analysis, threat and vulnerability assessment, and gap analysis of business continuity mechanisms currently in place. The end result of this risk assessment is a segment commitment to reduce risk to an acceptable level within reasonable resource and budgetary constraints.

This risk-based approach further optimizes business continuity planning by creating common definitions, defining standards and best practices and using common recovery strategies to meet the business requirements.

Business Continuity Plan Strategy

The business continuity plans are part of the overall program designed and structured to respond to disaster events, restore critical business function processes, and resume normal business function operations in a prioritized manner. The plans focus on critical business functions and planning for the worst-case scenarios so that we can react quickly and efficiently. These worst-case scenarios cover impacts from all types of disasters, both natural and man-made.

The following scenarios are provided as planning recovery objectives:

- Loss of Facility Complete interruption of facilities without access to its equipment, local data and content. The interruption may impact a single site or multiple sites in a geographic region. Recovery from anything less than complete interruption will be achieved by using appropriate portions of the Plan.
- Loss of Critical Resources Complete interruption with 100% loss of personnel within the first 24
 hours and 50% loss of personnel long-term. The interruption may impact a single site or multiple
 sites in a geographic area. Recovery from anything less than complete interruption will be
 achieved by using appropriate portions of the Plan.
- Loss of Critical Systems Complete interruption and/or access of critical systems and data located at the various UnitedHealth Group Data Centers for an extended period of time. Recovery from anything less than complete interruption will be achieved by using appropriate portions of the Plan.
- Loss of Critical Vendors Complete interruption in a service or supply provided by a third-party vendor(s). Recovery from anything less than complete interruption will be achieved by using appropriate portions of the plan.

Having clearly defined the business recovery objectives, UnitedHealth Group developed recovery strategies needed to meet these objectives. These recovery strategies vary between Business Segment and the overall criticality rating of the business function or process, which in turn provides guidance on a minimum recovery time objective.

Business functions which are classified as critical generally provide for near immediate failover of core services by leveraging geographically dispersed redundant operations and maintain a recovery time objective of 72 hours or less. UnitedHealth Group's critical business functions include, but not limited to, healthcare delivery, customer and provider call services, claims processing services, clinical and pharmaceutical services, banking operations and core corporate functions.

A variety of business continuity strategies are deployed depending on the business function, criticality ranking and established recovery time objectives. These strategies include:

- Resilient operations include dual site operations and continuous availability solutions. In the
 event of an interruption at one site the business function is transferred to one or more alternate
 locations at which staff and facilities are already prepared to handle it.
- Remote working includes the concept of "working from home or telecommuting" and working from other non-corporate locations through secured connections.
- Multiple shifts makes alternate space available to greater number of staff by dividing staff into two shifts (e.g., morning and evening).
- Buddy up makes use of existing in-company accommodation such as a training facility or lunch rooms to provide recovery space or increasing the office density.
- Off-loading consists of off-loading additional critical tasks to staff at available sites or staff cross-trained to perform that function.
- Displacement involves displacing workspace used by staff performing less urgent business processes with staff performing a higher priority activity.
- A "do nothing" strategy may be acceptable for certain non-urgent functions identified in the business impact assessment.

Business Continuity Program Development Standards

To help ensure consistency and effectiveness, the business continuity plans are developed using standard tools and templates. The following provides a high-level description of each of the sections contained within the individual business continuity plans:

Plan Intro, Plan Overview and General Recovery Standards:

- Standards for document use, intended audience, plan availability and distribution.
- Plan objectives, assumptions, scenarios and life-cycle maintenance, review and updated procedures and budget guidelines.
- General Recovery Standards including disaster response, assessment, disaster declaration standards, command center activation, as well as internal and external communication standards

Business Recovery Overview:

- Uses the results of the business impact analysis to define the business process criticality
 and prioritization, recovery time objectives, and overall business function recovery
 strategy. Defines the recovery sustainability analysis for loss of critical facility, loss of
 critical resources, loss of critical system and loss of critical vendor.
- Defines the recovery checklist, chain of events, critical tasks and detailed steps that need
 to be taken to stabilize operations in survival-mode and restore the business function
 processes in order of their criticality.
- Establishes the process for plan evaluation and defines the detailed steps for evaluating
 the business continuity plan performance to learn from the experience and enhance our
 business function preparedness and capabilities to respond and recover more effectively
 and efficiently.

Remaining BC Plan Sections"

- Process Details Provides key impact metrics utilized during prioritization analysis
- Function, Segment and Enterprise Recovery Teams Identifies team members with responsibility to execute and coordinate recovery activities defined in the BC Plan.
- Call List Provides the call sequence and emergency contact information of individuals to start the call tree.

- Segment Interdependencies Defines the business function's critical dependencies on other UnitedHealth Group business functions/processes
- Critical Applications Defines the business function's critical dependencies on UnitedHealth Group systems/applications
- Locations Defines the main locations, alternate recovery and command center locations used by the business operations
- Critical Customers, Regulators and Other Third Parties Identifies the critical external stakeholders and/or communication process to be used at the time of the event.
- Critical Vendors Identifies the critical vendors and/or suppliers the business requires to sustain operations
- Critical Equipment Defines the business function's minimum equipment configuration needed to sustain operations
- Vital Records Defines the specific vital records stored offsite, as well as their storage location and contact information to use to retrieve them during a disaster.

Lifecycle Maintenance

Change Management and Update Process

Change is inevitable in any organization. Applications, infrastructure, function alignments, customer, vendors, site and contacts must continually be monitored and updated. In order to maintain an effective Program, business continuity plans are updated a minimum of twice annually and monitored for compliance by the Enterprise Resiliency & Response office.

Metrics and Measurements

The Program metrics and reporting provide status and information necessary to manage current and future efforts. Key performance indicators are used to derive the "health" of the business continuity plans. Annually, each segment is required to provide executive sign-off on the certification of the plans. This reporting is delivered and reviewed by the Program Steering Committee and the Executive Sponsor to help ensure compliance with the Program strategy.

Testing and Certification

The business continuity plans must be tested at a minimum annually through a variety of exercises formats, using scenarios that vary annually. Exercises may include structured walk-throughs, call tree validation, tabletop event simulation, and large or full-scale simulations. The Program uses an exercise roadmap to track what scenarios have been exercised in the past to ensure each exercise introduces a new situation that challenges the recovery team.

A formal test exercise report, identifying any gaps, issues and/or enhancements identified through testing, is published and monitored for remediation. When the remediation plan is complete, the plan is certified by the appropriate Executive Leadership. This certification process is monitored by the Program Steering Committee.

Section V - Disaster Recovery Planning

Disaster Recovery Objectives

UnitedHealth Group relies on a diverse array of interconnected information systems to meet the needs of its clients. The goal of disaster recovery (DR) planning is to protect the organization in the event that all or key aspects of UnitedHealth Group operations are rendered unusable. Preparedness is the key. The company has instituted an Enterprise Disaster Recovery Program (the Program) to first eliminate or reduce disaster risk in critical technology areas, and then plan for facilitation and the timely and predictable restoration of key applications, data, and supporting critical infrastructure.

The mission of the Program is to minimize the aggregate risk and impact to UnitedHealth Group from the occurrence of disaster events, focused on the overall viability of UnitedHealth Group to survive an event.

Following are the objectives of the Program that are in support of the mission:

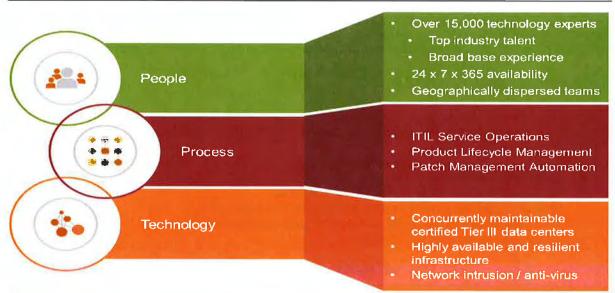
- Provide a "systems solution" that accommodates the interdependencies between business processes and applications (i.e., recover the entire business transaction)
- Drive systemic and measurable improvements in DR capability (e.g., business process Recovery Time Objective (RTO))
- Recognizing funding and time constraints, evolve and improve the DR capability in a manner that
 provides greatest good for greatest number
- Establish DR requirements as part of UnitedHealth Group's systems architecture, delivery and operations as opposed to an after-thought once a new application goes into production
- Develop and deploy a modular, adaptive set of capabilities rather than one size fits all
- Deal with the most probable DR scenarios in addition to worst case "smoking hole"
- In addition to protecting UnitedHealth Group's on-going viability, make the DR capability a competitive strength that can be leveraged in the market.

Disaster Recovery Strategies

UnitedHealth Group's approach to DR is based on the two fundamentals: Prevention and Protection. A focus on balancing the combination of disaster prevention and protection results in reducing both the probability and impact of a disaster. The Program first eliminates or reduces disaster risk in critical areas, and then plans for the most probable disaster scenarios.

Prevention

For many companies, disaster recovery means minimizing downtime as they try to restore systems and get them back online. Our strategy includes focusing on items that would assist in preventing a disaster from taking down systems in the first place. The corporation has invested in creating an effective combination of people, process and technology that provides the fundamentals for a proven production method resulting in a stable, scalable environment for our applications to perform at operational excellence. This investment creates the "prevention" which is fundamental to the Program. Prevention is the proactive remediation of known technology exposures. Prevention includes removing the "accidents just waiting to happen".



Protection

Completely avoiding a technology disaster is impossible. However, the Program is based on anticipating and planning for the common types of disasters and designing solutions to address them. Disaster Protection addresses recovery from the most probable disaster scenarios and a worst case "smoking hole" scenario.

Highlights of the disaster recovery protection components include:

- The UnitedHealth Group Technology data centers can operate in a "Lights out" mode for up to 3
 days. If the Data Center continues to get fuel to run the generators, they are designed to run in
 this mode indefinitely.
- Operational backups are designed to use high performance disk-to-disk primary copy with physical offsite second copy tape.
- DR Active and DR Standby recovery solutions employ Active-Active and/or Active-Standby components located in two geographically separate data centers where either site can fully support the production application in the event of a disaster with minimal manual intervention.
- Mainframe SAN Replication recovery solution employs full asynchronous data replication between the production mainframe and a geographically dispersed hot standby DR mainframe.
- Distributed SAN Replication recovery solution employs full asynchronous data replication of production storage pools for distributed systems (UNIX and Wintel) and failover of production processing to geographically dispersed non-production systems for processing.
- uCl Array Replicated storage in the Optum Cloud environment utilizes VMware Site Recovery Manager (SRM) to replicate entire Virtual Machine (VM) through full asynchronous SAN replication to an alternate data center with Virtual recovery to available capacity.
- Some distributed systems employ a Hot recovery solution with failover of production to geographically separate non-production systems utilizing virtual tape or tape data restoration.
- Each critical application has a DR Plan that is refreshed at least once each year and tested annually.
- Metrics in the form of Key Risk Indicators (KRIs) are used to derive the "health" of the EDR program.

The UnitedHealth Group DR strategy involves identifying critical business processes and transitioning these critical applications, data, and supporting infrastructure to an alternate recovery location in a timely manner, thereby reducing the impact of a technology event to our critical business clients.

A variety of recovery strategies are utilized which align to the defined criticality of the application. Business critical applications, as defined by the business impact analysis and subsequent business continuity plan, are given the highest priority and generally have a 72 hour or less recovery time objective.

Lifecycle Maintenance

Existing DR Plans follow standard lifecycle maintenance and are refreshed at least annually and as changes occur. It is the responsibility of Application Owners and the Enterprise DR Team to ensure Plans are reviewed to identify:

- Equipment updates
- Employee changes (resignations and terminations)
- Changes in business requirements not reflected in specific plans
- Third party preparedness to validate against contractual obligations
- Inaccurate assumptions or oversights

Application disaster recovery plans are approved and certified annually by the appropriate Information Technology Senior Leader.

Section VI – Public Health and Pandemic Planning

Objectives

As a health and well-being company, we believe it is critical to plan for levents that impact public health, including pandemics and the potential impact to our customers, members, providers and our own operations. Natural disasters such as hurricanes, wild fires and pandemics can expand very quickly and arrive with little or no warning; therefore companies need to be vigilant and prepared. We recognize the need to provide ongoing access to health care for our members and customers who may be impacted by these events. Pandemics can spread very quickly, so understanding what we need to address in advance, and being prepared to readily implement these actions will help sustain our operations and minimize impact to our customers during a pandemic or other public health event.

UnitedHealth Group plans for such public health events within the Enterprise Resiliency & Response Program to ensure the availability of critical services for our customers. Individual business continuity plans require planning for a loss of 50% of personnel, loss of facilities, critical vendors and loss of or disruption to our technology. The event management plan provides the command and control structure to ensure effective monitoring, communication and decision making during the emergency. Information technology disaster recovery plans are in place to manage any impact to technology infrastructure and applications that could negatively affect our ability to serve customers, physicians, members, and others. As a national company with vast local resources, we have geographically dispersed computing, customer service facilities and health care networks that can support and supplement the work of compromised localities.

Where a pandemic involves a virulent strain, we may experience a surge in the need for our services, but may simultaneously see a reduction in our ability to provide these services. Therefore, pre-planning is critical to address any adverse impact to our services and systems from anticipated demands. During a pandemic, health services access will likely be altered from the services that are provided now. For example, demand for elective medical and surgical procedures will probably decrease; demand for acute care services in emergency departments and hospitals will likely increase. Public health officials will have the responsibility of triaging and prioritizing where, when and how health services will be provided.

We will work in collaboration with local and state health department officials to disseminate information on the availability of health services and will adhere to the public health direction on prioritization efforts for the provision of such services during public health emergencies. We will use our communication vehicles, including print and electronic media, to make information on provisions and availability of services widely accessible to our members, as well as members of the broader community where we operate.

We are committed to providing our customers, physicians who contract with us, members and others with timely clinical information. We will work to ensure that benefit designs and their interpretation will facilitate socially and medically appropriate access to clinical care, medical supplies, vaccines and pharmaceuticals. For example, we will assure that quantity limits for antiviral medications used to prevent and treat influenza are consistent with recommendations of the Centers for Disease Control and Prevention (CDC).

Clinical Resources

With over 30,000 physicians, nurses, and clinical practitioners directly on our staff, we have the national and local resources to respond quickly and effectively during a public health crisis. The event management team serves as the vehicle to provide our customers with timely clinical information based upon CDC guidance, expert health professionals' input, and our real-time experience in serving more than 137 million people globally. This team is also responsible for reviewing and providing any information that is relevant to changes in UnitedHealth Group policies and procedures that may affect customers, members and clinical partners.

We can support federal, state, and local health department disease surveillance activities to identify and track disease outbreaks through data on emergency room usage, visits to physicians for a particular illness, and the filling of prescriptions.

As we have seen during the H1N1 pandemic, and impact of major hurricanes, flooding and wild fires, health services access may be altered in a public health crisis from the services that are provided during normal times. Public health officials will have the responsibility of triaging and prioritizing where, when and how health services will be provided. Epidemiologically-based decisions will be made to provide critical services in appropriate places. For example, depending on the severity of the situation:

- Hospital care will probably be limited to those who are most critically ill from the pandemic and
 from other conditions. Services to those who are immunocompromised will not be provided in the
 same facilities as services for those who are critically ill with infection from a pandemic virus.
- Emergency medical services will be triaged by public health officials. We will work in collaboration
 with these agencies to ensure that our members, as well as all persons in the community, have
 access to appropriate health services. Non-pandemic-related medical care that is now delivered
 in the emergency room likely will be delivered in other settings

UnitedHealth Group's locally-based Market Medical Directors have established relationships with local health care providers, local medical societies, state medical licensure boards and state and local health departments. Regardless of the cause of the public health emergency, our medical directors work in collaboration with public health agencies to help ensure access to care in the event of a public health emergency. Relationships are also well-established with regulators and other government agencies, our customers, members and local community groups. Our medical directors work in collaboration with public health agencies and non-governmental organizations, such as the American Red Cross, to help ensure access to care for our members in the event of a disaster.

Approach

UnitedHealth Group has established procedures for handling emergency management situations including: initial assessment of the severity of the situation; prioritization of actions needed to resolve the immediate care needs of our members; development of an action plan, which includes assigning

resources for implementation; implementation of action plan, including continuous monitoring; documenting successful interventions; and validation of successful intervention.

Our Event Management Team monitors for impending disasters such as those caused by hurricanes and flooding and proactively mobilizes the appropriate planning and response resources to address the needs of our business, members and providers:

The Public Health Event Management Team assesses the risk and engages both enterprise-level executives and local healthplan leadership to mobilize a complete response. Leaders engaged in the response may include healthplan CEO's, Medical Directors, Provider Services, Member Services, Communication Specialists, Compliance Officers, and others as appropriate. The Public Health Event Management Team convenes to discuss the current situation and defines actions to be taken, resources to be deployed, and specific timeframes and touch points for monitoring to ensure continuous communication and care continuity for members and providers.

Each event is unique and our response is customized based on need and based on the services UnitedHealthcare provides to members in the impacted area. The following activities may be included as part of our overall efforts:

- Medical benefits may be temporarily modified to assist members preparing for, or responding to, the disaster in order to ease access to healthcare. These actions may include: removing prior authorization/notification requirements, allowing early refills of prescription medication, easing restrictions on use of out-of-network providers and providing early replacement of Durable Medical Equipment (DME).
- The Optum Crisis Counseling line may be made available to the community as a whole to provide mental health support to those who may need it. This service is free of charge and open to anyone impacted by the event.
- Our local clinical directors collaborate to identify members currently hospitalized or at long-term care facilities, evaluate the provider capacity within the geographic area, and where appropriate, identify reassignments and communicate this information to members and providers.
- Our Medical Directors review case management and disease management files to identify
 members at most risk due to disease severity or fragility. These members are a priority to contact
 to arrange for care continuity and determine if they need evacuation assistance.
- UnitedHealthcare and Optum's post-acute care patients are identified and our care managers
 ensure adequate supplies and prescriptions medication are available. In the event the member is
 to be evacuated, appropriate sites and resources are identified that will meet the transportation
 and ongoing needs of individual.
- We often provide financial support, both proactively to strengthen communities, and as part of our post-disaster community response.
- UnitedHealth Group employees and local leaders often participate in community recovery and rebuilding efforts as part of our social responsibility efforts to support the communities in which we work.
- Our compliance team proactively searches for any regulatory orders related to the event, such as state-level Executive Orders, Department of Insurance Orders or federal-level HHS or CMS orders, to ensure we are addressing all regulatory requirements.

Section VII - Conclusion

In support of UnitedHealth Group's mission to help people live healthier lives and help the healthcare system work better for everyone, we are committed to providing vital services to our members and community during times of calm as well as crisis. The Enterprise Resiliency & Response Program, with the interrelated services of event management, site emergency planning, business continuity planning,

UNITEDHEALTH GROUP'

Enterprise Resiliency & Response Program

disaster recovery planning, and response to events impacting public health and pandemics, are designed to ensure we can react quickly to all forms as disasters, minimizing potential negative impacts to our operations and vital services.

If additional information is required regarding any component of this program, please direct questions to your account executive team, or regulatory officer.

UnitedHealthcare Insurance Company 185 Asylum Street Hartford, Connecticut (Home Office)

Policyholder: ABC Company

Policy Number: 123456

Effective Date: January 1, 2019

Premium Due Date: January 1 and the first day of each month thereafter

Policy Anniversaries will be each January 1

We, UnitedHealthcare Insurance Company, agree to provide, for eligible persons becoming insured under the Policy, the benefits according to the terms, provisions and limitations of it. The following pages, including any riders, endorsements or amendments, are part of the Policy.

The Policy is issued in consideration of the Policyholder's application, a copy of which is attached.

The Policy becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above. The Policy will continue in force by the payment of premiums when due. The Policy is subject to termination according to its terms.

Read the Policy Carefully

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

The Policy is issued in and governed by the laws of the State in which it is delivered.

We have, by its President and Secretary, executed the Policy at Hartford, Connecticut. If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

Secretary

Group Life, Accidental Death and Dismemberment, Working Returns Short Term Disability, Working Returns Long Term Disability Insurance Policy Non-Participating President

Administrative Office: 9900 Bren Road East Minnetonka, MN 55343

POLICY GENERAL PROVISIONS

Certificates: The Policyholder will be furnished with a Certificate for delivery to each Covered Person. The Certificate(s) describe the benefits, terms, conditions, limitations and exclusions provided by the Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

Conformity With State or Federal Statutes: If any provision of the Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

Entire Group Contract: The entire Group Contract between the Policyholder and Us consists of the Policy, Certificate(s), amendment(s) and the Policyholder's application (a copy of which is attached). All Certificate(s), riders, endorsements and any amendments are listed on the Policy Contents page.

All statements made by the Policyholder and by any Covered Person are representations and not warranties. No statement made by the Covered Person will be used to contest the insurance provided by the Policy, unless:

- 1. it is contained in a written statement signed by the Covered Person; and
- 2. a copy of the statement is furnished to the Covered Person or beneficiary.

Only We may change the Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by Us. Any change so made will be binding on all persons referred to in the Policy. No agent has the authority to change the Policy or waive any of the provisions. For purposes of the Policy, the Policyholder acts on its own behalf, or as the Covered Person's agent. The Policyholder is not an agent of Ours.

Nonparticipation: The Policy will not be entitled to share in Our surplus earnings.

Information To Be Furnished: The Policyholder may be required to furnish any information needed to administer the Policy. Clerical error by the Policyholder will not:

- 1. affect the amount of insurance which would otherwise be in effect; or
- 2. continue insurance which otherwise would be terminated; or
- 3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made. We may inspect any of the Policyholder's records which relate to the Policy.

Payment of Premiums: No insurance provided by the Policy will be in effect until the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at Our Home Office. A Grace Period of 31 days from the Premium Due Date will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will remain in effect provided the premium is paid before the end of the Grace Period. Payment of Premium for a period before it is due will not guarantee that the insurance will remain in effect for that period.

POLICY GENERAL PROVISIONS (continued)

Premium Rate Change: We have the right to change premium rates as of any Premium Due Date but not more than once in any 12-month period. We will notify the Policyholder in writing at least 60 days prior to the change in rates.

The premium rate may change prior to this time however, for reasons that affect the insured risk, which include:

- 1. a change occurs in benefits;
- 2. a division, subsidiary, or affiliated company is added or deleted;
- 3. the number of Employees insured changes by 10% or more;
- 4. a new Law or a change in any existing Law is enacted which applies to the Policy.

A change may take effect on an earlier date if both the Policyholder and We agree to it. Except in the case of fraud, premium adjustments, refunds or charges will be made for only the current Policy year.

Records: The Policyholder must furnish all information required by Us to:

- 1. compute premiums; and
- 2. maintain necessary administrative records.

Records of the Policyholder, which have a bearing on insurance, will be available for inspection by Us at any reasonable time.

Termination of the Policy: The Policy may be canceled by either the Policyholder or Us.

- 1. The Policy will be cancelled if any of the following occurs:
 - a. the Policyholder does not provide Us with information that We need to administer the Policy;
 - b. the Policyholder fails to perform any of its obligations that relate to the Policy;
 - c. the date the number of Covered Persons decreases to less than 2;
 - d. the Policyholder fails to pay premium within the Grace Period.
- 2. We may cancel or offer to modify the Policy if any of the following occurs:
 - a. less than 75% of all eligible Employees are participating, if the Employer contributes partially towards the cost of insurance;
 - b. less than 100% of all eligible Employees are participating, if the Employer contributes in whole towards the cost of insurance:

The Termination of an Insurance Option under the Policy: We may cancel or modify any Insurance Option if the number of Employees insured falls below the greater of:

- 1. 10 Covered Persons; or
- 10% of all eligible Employees.

The Policyholder must pay Us all premium due for the full period the Policy is in effect. We reserve the right to review and terminate all classes insured under the Policy, if any class(es) cease(s) to be insured.

POLICY CONTENTS

All of the provisions in the Certificate(s) of Coverage, riders, endorsements and any amendments issued for the Policyholder shown below are included and made part of this Policy.

DOCUMENTS	DESCRIPTION	EFFECTIVE DATE
Group Life, Accidental Death and Dismemberment, Short Term Disability and Long Term Disability Certificate Of Coverage	All active full-time Employees	January 1, 2019
Certificate Modifications Rider	Amends the contract as outlined	January 1, 2019





GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF COVERAGE

FOR ABC COMPANY

POLICY NUMBER: 123456

EFFECTIVE DATE: January 1, 2006

Any State

(11-05)

TABLE OF CONTENTS

Schedule of Benefits
General Definitions
Certificate General Provisions
Covered Person Eligibility, Effective Date and Termination Provisions
Dependents Eligibility, Effective Date and Termination Provisions9
Life Insurance Benefit for Covered Person
Waiver of Premium - Total Disability For Covered Person
Accelerated Death Benefit for Covered Person
Accidental Death and Dismemberment Benefit for Covered Person
Life Insurance for Dependents
Accidental Death and Dismemberment Optional Benefit Child Care Expense Benefit
Accidental Death and Dismemberment Optional Benefit Spouse Training Benefit23
Accidental Death and Dismemberment Optional Benefit Repatriation Benefit for Covered Person and Dependents
Accidental Death and Dismemberment Optional Benefit Insurance for Exposure and Disappearance for Covered Persons
Accidental Death and Dismemberment Optional Benefit Education Benefit for Covered Person26

United HealthCare Insurance Company

450 Columbus Boulevard

Hartford, Connecticut

(Home Office)

Policyholder: ABC Company

Effective Date of Policyholder: January 1, 2006

Policy Number: 123456

Covered Person: As on file with the Administrator Certificate Number: As on file with the Administrator

Certificate Effective Date: As on file with the Administrator

Beneficiary: As on file with the Administrator

We, United HealthCare Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy. Please read it carefully.

The Policy may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary.

The benefits described in this Certificate insure the Covered Person and any Dependents, if applicable, eligible for insurance.

Read the Group Certificate Carefully

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

If the Policyholder, or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

It is signed at the Home Office of United HealthCare Insurance Company as of the Effective Date shown above.

Secretary

President

Group Life, Accidental Death and Dismemberment Insurance Policy Non-Participating Administrative Office: 9900 Bren Road East Minnetonka, MN 55343

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SCHEDULE OF BENEFITS

Class	of	Emp	ploy	ees
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This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All full-time Employees, excluding temporary and seasonal employees

Description of Class:

Employees are considered full-time if they customarily work:

30 hours per week

Employee Waiting Period:

An Employee is eligible for insurance on the later of the following dates:

- 1. The Group Policy's Effective Date, January 1, 2006.
- 2. The first day of the month following the date the Employee completes 30 days of continuous employment with the Policyholder.

If the Covered Person's employment ends and the same employer rehires him within one year, We will apply his previous employment in an eligible class toward completing the Waiting Period.

Covered Person Insurance:

Basic Life Insurance Benefit:

\$100,000

Basic Life Insurance Benefit will reduce to 65% at age 65, 50% at age 70 and terminate at retirement.

Basic Accidental Death and Dismemberment Benefit:

\$100,000

Basic Accidental Death and Dismemberment Benefit will reduce to 65% at age 65, 50% at age 70 and terminate at retirement.

Basic Accidental Death and Dismemberment Benefits are issued on an

\boxtimes	occupational	(24 hour) basis		non-occupational	basis
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Accelerated Death Benefit: Up to 50% of the Basic Life Insurance in force to a maximum \$50,000. Employee must have at least \$10,000 in Life Insurance in-force to qualify for this benefit.

Dependent Life Insurance:

The Dependent's Insurance included in this Certificate applies only to Employees who have elected, paid premiums and are insured for Dependent Insurance.

Basic Life Insurance Benefit:

Spouse	\$5,000
Child (each)	
 14 days of age but less than 19 years of age, students 19 years of age but less than 25 years of age 	\$1,000

GENERAL DEFINTIONS

The male pronoun, whenever used in the Policy, includes the female.

Active Work or Actively at Work: The Covered Person reports for work at his usual place of employment or any other business location where he is required to travel and is able to perform the material and substantial duties of his regular occupation for the entire normal workday. The Covered Person must be working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits.

Unless Disabled on the prior workday or on the day of absence, a Covered Person will be considered Actively at Work on the following days:

- 1. a Saturday, Sunday or holiday which is not a scheduled workday;
- 2. a paid vacation day, or other scheduled or unscheduled non-workday; or
- 3. an excused or emergency leave of absence (except medical leave.)

Contributory or Non-Contributory Insurance: Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.

Covered Person: The Employee insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

Dependent: Includes

- 1. a legal Spouse; and
- any unmarried Child.

A Child is:

- 1. less than 19 years of age; or
- 2. an Eligible Student;
 - a. who is not married;
 - b. who is not in the armed forces of any country;
 - c. who is not insured under the Policy as a Covered Person;
 - d. who is less than 25 years of age;
 - e. who attends an accredited post-secondary school (other than a correspondence school) on a full-time basis as defined by the post-secondary school; and
 - f. is enrolled in the next scheduled term.

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3. physically or mentally Disabled.

The term "Child" includes a natural child, legally adopted child, stepchild, foster child, or any child who lives with the Covered Person in a regular parent-child relationship, provided the Covered Person claims such Child as a Dependent on the Covered Person's most recent federal income tax return.

Employee: A person who is:

- 1. directly employed in the normal business of the Policyholder; and
- 2. paid for services by the Policyholder; and
- Actively at Work for the Policyholder, or any subsidiary or affiliate insured under the Policy.

No director or officer of the Policyholder will be considered an Employee unless he meets the above conditions.

GENERAL DEFINITIONS (continued)

Hospital or Medical Facility: A legally operated, accredited facility licensed to provide full-time care and Treatment for the condition for which benefits are payable under the Policy. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities that primarily provide custodial, education or rehabilitative care, or long-term institutional care on a residential basis.

Injury: A bodily Injury resulting directly from an accident and independently of all other causes.

Physician: A practitioner of the healing arts who is:

- 1. duly licensed in the state in which the Treatment is received; and
- 2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person's spouse, children, parents, parents-in-law, or siblings.

Regular Care: The Covered Person personally visits a Physician as often as is medically required to effectively manage and treat his disabling condition(s), according to generally accepted medical standards. The Covered Person is receiving appropriate Treatment and care, according to generally accepted medical standards, by a Physician whose specialty or experience is appropriate for the disabling condition(s).

Sickness: An illness, disease, pregnancy or complication of pregnancy.

Treatment: consultation, advice, tests, attendance or observation, supplies or equipment, including the prescription or use of prescription drugs or medicines.

We, Our and Us: United HealthCare Insurance Company.

CERTIFICATE GENERAL PROVISIONS

Discretionary Authority: When making a benefit determination under the Policy, We have discretionary authority to determine the Covered Person's or Dependent's eligibility, if applicable, for benefits and to interpret the terms and provisions of the Policy. This provision applies, however, only where the interpretation of the Policy is governed by the Employee Retirement Income Security Act (ERISA).

Fraud: We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

Incontestability: We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

Information To Be Furnished: The Policyholder may be required to furnish any information needed to administer the Policy. Clerical error by the Policyholder will not:

- 1. affect the amount of insurance which would otherwise be in effect; or
- 2. continue insurance which otherwise would be terminated; or
- 3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made. We may inspect any of the Policyholder's records which relate to the Policy.

Misstatement of Age: If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

Payment of Premiums: No insurance provided by the Policy will be in effect until the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at Our Home Office. A Grace Period of 31 days from the Premium Due Date will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will remain in effect provided the premium is paid before the end of the Grace Period. Payment of Premium for a period before it is due will not guarantee that the insurance will remain in effect for that period.

CERTIFICATE GENERAL PROVISIONS (continued)

Premium Rate Change: We have the right to change premium rates as of any Premium Due Date but not more than once in any 12-month period. We will notify the Policyholder in writing at least 31 days prior to the change in rates.

The premium rate may change prior to this time however, for reasons that affect the insured risk, which include:

- 1. a change occurs in benefits;
- 2. a division, subsidiary, or affiliated company is added or deleted;
- 3. the number of Employees insured changes by 10% or more;
- 4. a new Law or a change in any existing Law is enacted which applies to the Policy.

A change may take effect on an earlier date if both the Policyholder and We agree to it. Except in the case of fraud, premium adjustments, refunds or charges will be made for only the current Policy year.

Records: The Policyholder must furnish all information required by Us to:

- 1. compute premiums; and
- 2. maintain necessary administrative records.

Records of the Policyholder, which have a bearing on insurance, will be available for inspection by Us at any reasonable time.

Workers' Compensation: The Policy is not to be construed to provide benefits required by Workers' Compensation laws.

COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Covered Person's Eligibility: Employees who work on a full-time basis for a Policyholder are eligible for insurance after completion of the required Employee Waiting Period, provided they are in a class of Employees who are included. Employees will be considered to work on a full-time basis if they customarily work at least the number of hours per week shown in the Schedule of Benefits.

An Employee will become eligible for insurance on the latest of the following dates:

- 1. the Effective Date of the Policy;
- 2. the end of the Employee Waiting Period shown in the Schedule of Benefits;
- 3. the date the Policy is changed to include the Employee's class; or
- 4. the date the Employee enters a class eligible for insurance.

Effective Date of Covered Person Insurance: If an Employee is not Actively at Work on the date his insurance is scheduled to take effect, it will take effect on the day after the date he returns to Active Work. If the Employee's insurance is scheduled to take effect on a non-working day, his Active Work status will be based on the last working day before the scheduled Effective Date of his insurance.

An Employee must use forms provided by Us when applying for insurance.

The Employee's insurance will be effective at 12:01 A.M. Eastern Standard time as follows:

- if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
- 2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
 - a. the date the Employee is eligible for insurance, regardless of when he applies; or
 - b. the date the Employee's application is approved by Us if evidence of insurability is required.

Evidence of insurability is required if an Employee applying for Contributory Insurance:

- 1. does not apply for insurance within 31 days after the date he first became eligible; or
- 2. he has previously terminated his insurance while in an eligible class.

Effective Date of Change in Amount of Insurance: If there is an increase in the amount of the Covered Person's insurance, the increase will take effect on:

- the first day of the month on or next following the date of the increase, if the Covered Person is Actively at Work on the date of increase;
- the date the Covered Person returns to Active Work if the Covered Person is not Actively
 at Work on the first day of the month on or next following the date of the increase;
- 3. the first day of the month on or next following the date of the increase, if the first day of the month is a non-working day and the Covered Person was Actively at Work on his last scheduled working day before the non-working day;
- 4. the date of the increase if the Covered Person is on an approved layoff or leave of absence, for reasons other than a Sickness or Injury.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve his application.

A decrease in the amount of the Covered Person's insurance will take effect on the date of the decrease.

COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Family and Medical Leave of Absence: If the Covered Person is on a Family or Medical Leave of Absence, his insurance will be governed by his employer's policy on Family and Medical Leaves of Absence.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid and his Leave of Absence is approved in advance and in writing by his employer.

The Covered Person's insurance will continue for up to the greater of:

- 1. the leave period required by the Federal Family and Medical Leave Act of 1993; or
- 2. the leave period required by applicable state law.

While the Covered Person is on a Family or Medical Leave of Absence, We will use earnings from his employer just prior to the date his Leave of Absence started to determine Our payments to him.

If the Covered Person's insurance does not continue during a Family or Medical Leave of Absence, then when he returns to Active Work:

- 1. hc will not have to meet a new Employee Waiting Period including a Waiting Period for insurance of a Pre-Existing Condition, if applicable; and
- he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.

Termination of Covered Person Insurance: The Covered Person's insurance will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

- the last day of the period for which a premium payment is made, if the next payment is not made:
- 2. the date he ceases to be a member of a class eligible for insurance;
- 3. the date the Policy terminates, or a specific benefit terminates; or
- 4. the date he ceases to be Actively at Work.
 - a. If active work ceases during an approved layoff or a non-medical leave of absence, the insurance will not continue more than 3 months from the date he stopped active work.
 - b. If active work ceases due to a sickness or accidental injury, and the Covered Person is eligible for the Waiver of Premium provision in this Certificate, the Policyholder may continue the Covered Person's insurance for up to 12 months from the date he stopped active work.
- the date he is no longer Actively at Work due to a labor dispute, including but limited to strike, work slow down or lock out.

DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Dependents are eligible for insurance on the latest of the following dates:

- 1. the date the Covered Person becomes eligible for Dependent Insurance;
- 2. the date a person becomes a Dependent; or
- 3. the date the Policy is amended to include the Covered Person's class as being eligible for Dependent Insurance.

The Covered Person's spouse or Child will not be eligible for Dependent Insurance if the spouse or Child is:

- 1. eligible for insurance under the Policy as a Covered Person; or
- a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard.

Effective Date of Dependent Insurance: No insurance will take effect on any day the Dependent (other than a newborn child) is confined in a Hospital or Medical Facility. Instead, insurance will take effect on the day following discharge from the Hospital or Medical Facility.

A Covered Person must use forms provided by Us when applying for Dependent Insurance.

Dependents will not be insured until the Employee is insured.

The Dependent Insurance will be effective at 12:01 A.M. Eastern Standard time:

- if it is Non-contributory, on the date the Dependent becomes eligible for insurance regardless of when application was made; or
- 2. if it is Contributory and the Covered Person makes application within 31 days after the date the Dependent first became eligible, on the later of:
 - a. the date the Dependent becomes eligible for insurance, regardless of when application is made; or
 - the date the Dependent's application is approved by Us, if evidence of insurability is required.

Evidence of insurability is required, at the Covered Person's expense, if a Covered Person applying for Contributory insurance:

- 1. does not apply for Dependent insurance within 31 days after the date the Dependent first became eligible; or
- 2. has previously terminated Dependent insurance while in an eligible class.

Effective Date of Change in Amount of Insurance: If there is an increase in the amount the Dependent's insurance the increase will take effect on the same date that:

- the Covered Person's class changes; or
- 2. the Dependent's status or class changes.

If the Dependent is confined in a Hospital or Medical Facility on that date, any change will take effect on the day following discharge from the Hospital or Medical Facility.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve the application.

A decrease in the amount of the Dependent's insurance will take effect on the date of the decrease.

DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Termination of Dependent Insurance: Insurance on a Dependent will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

- 1. the date he ceases to be a Dependent as defined in the Policy;
- 2. the date the Covered Person ceases to be a member of a class eligible for Dependent insurance;
- 3. the date the Covered Person's insurance under the Policy terminates;
- 4. the date the Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
- 5. the last day of the period for which a Dependent's required premium payment is made, if the next payment is not made; or
- 6. the date the Policy terminates, or a specific benefit terminates.

LIFE INSURANCE BENEFIT FOR COVERED PERSON

Death Benefits: We will pay the Covered Person's beneficiary the amount of insurance in force on the date of death when We receive satisfactory proof of a Covered Person's death. The benefit will be paid in accordance with the beneficiary section.

Assignment: Life insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, the Covered Person must transfer all his present and future ownership rights to the person to whom he assigned the insurance. This includes the right to change the beneficiary and to convert the insurance. The Covered Person may not make a collateral or partial assignment of his insurance.

Beneficiary: The Covered Person's beneficiary will be the person(s) he names in writing to receive any amount of insurance payable due to his death.

The Covered Person may name or change a beneficiary by giving Us written notice at Our Home Office on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.

If the Covered Person names more than one beneficiary, those who survive will share equally unless the Covered Person specifies otherwise. If there is no named beneficiary living at the Covered Person's death, We will pay any amount due to the estate or, at Our option, to his:

- 1. legal spouse;
- 2. natural or legally adopted children in equal shares; or
- 3. estate.

Notice of Claim: Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person's beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

Proof of Claim: Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Payment of Claim: Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

Legal Action: The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

LIFE INSURANCE BENEFIT FOR COVERED PERSON (continued)

Physical Examination and Autopsy: We have the right to have a Physician of Our choice examine the Covered Person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

Settlement Options: Instead of a single payment, the Covered Person may choose to have all or part of the insurance paid under one of the settlement options We have available. We will give the Covered Person full information about the options upon request.

Conversion Privilege: The Covered Person may convert:

- all or part of his Life Insurance to an individual policy of life insurance, other than term, if
 his insurance terminated because he ceases to be a member of a class eligible for
 insurance;
- 2. the amount of insurance to an individual policy of life insurance, other than term, that is lost due to a reduction of insurance because of age;
- 3. a limited amount of insurance to an individual policy of life insurance, other than term, if he has been continuously insured under the Policy (or the policy it replaced) for five years and the insurance terminated due to termination or amendment of the Policy. The amount the Covered Person may convert in this case is the smaller of the following:
 - a. the amount of Life Insurance which terminates, less the amount he became eligible for under any Policy within 31 days after this insurance terminated; or
 - b. \$10,000.

The Covered Person may convert to any policy, other than term, We are issuing for the purpose of conversions. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. Written application and the first premium payment for the conversion policy must be received in Our Home Office within 31 days after his insurance terminates. The premium will be based on the amount and the form of the conversion policy, and on his class of risk and age on the date the conversion takes effect.

If the Covered Person dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

A conversion policy is in lieu of benefits under this section of the Policy. However, if the Covered Person is qualified for the Waiver of Premium-Total Disability provision, the converted policy will be cancelled. Premiums paid for the converted policy will be returned.

The conversion policy will take effect on the later of:

- 1. its date of issue; or
- 2. 31 days after the date this insurance terminates.

LIFE INSURANCE BENEFIT FOR COVERED PERSON (continued)

The insurance under the Policy may be reinstated within one year after termination of employment, if the Covered Person has converted and he:

- gives Us proof that he was Totally Disabled when his insurance terminated and that his
 insurance would have continued in force under the Waiver of Premium-Totally Disabled
 provision if he had not converted; and
- 2. surrenders the conversion policy to Us without claim in return for premiums paid less any unpaid policy loans.

Employees rehired after converting insurance must either lapse that insurance or provide evidence of insurability to keep that individual policy.

13

WAIVER OF PREMIUM – TOTAL DISABILITY FOR COVERED PERSON

We will continue the Covered Person's Life Insurance in force without premium payment while he remains Totally Disabled if he:

- 1. becomes Totally Disabled before age 60;
- remains Totally Disabled continuously for at least nine consecutive months;
- 3. gives Us proof of Total Disability, as required.

We will waive the Covered Person's premium payment on a monthly basis, beginning the first day of the month after the month he became Totally Disabled. We will refund any premium paid for the Life Insurance after that day. We will not refund premiums for any period more than 12 months before the date proof of disability was furnished. This Waiver of Premium will continue to be effective even if the Policy terminates after the Covered Person becomes Totally Disabled.

Amount of Life Insurance Under the Total Disability Benefit: The amount of insurance continued would be the amount in force on the date the Covered Person became Totally Disabled. This amount will be reduced or terminated, based on the Schedule of Benefits in effect on the date of Total Disability. This amount will not be increased while the Covered Person remains Totally Disabled. All other Benefits will be terminated.

Death While Totally Disabled: If the Covered Person dies while his Life Insurance is being continued under Waiver of Premium, We will pay the amount of insurance if We receive proof:

- 1. of the Covered Person's death; and
- 2. that Total Disability was continuous from the date it began to the date of death.

Proof of Total Disability: We will provide forms which the Covered Person must use when giving Us proof of Total Disability. The Covered Person must give Us proof no later than 12 months after the date he became Totally Disabled. We may at any time require proof that Total Disability continues. The Covered Person must give Us proof within 60 days after Our request. After the Covered Person has been Totally Disabled for more than two years from the date of Total Disability, We will not request proof any more than once a year. We may require the Covered Person to be examined, at Our expense, by a Physician of Our choice.

Total Disability or Totally Disabled: For purposes of this section, the Covered Person will be considered Totally Disabled if he is unable to perform each and every duty of his occupation at his usual place of employment and he is unable to do the material and substantial duties of any job suited to his education, training or experience.

We may require the Covered Person to be examined by a Physician, other medical practitioner or vocational expert of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so.

Termination of the Total Disability Benefit: The Covered Person will no longer be eligible for the Total Disability Benefit and his Life Insurance will terminate on the earlier of the following dates:

the date the Covered Person ceases to be Totally Disabled. However, if he is still eligible
for Life Insurance when he returns to Active Work, his Life Insurance may be continued
in force if premium payments are resumed. If this is done, any increased amount of Life
Insurance he may then be eligible for will take effect as described in the Effective Date of
insurance provision; or

WAIVER OF PREMIUM – TOTAL DISABILITY FOR COVERED PERSON (continued)

- 2. the last day of the 60-day period following Our request for proof of Total Disability, if he does not give Us proof or refuses to take a medical exam;
- 3. the date the Covered Person reaches age 65;
- 4. the date premium has been waived for 12 months and the Covered Person is considered to reside outside the United States. The Covered Person is considered to reside outside the United States when he has been outside the United States for a total period of 6 months or more during any 12 consecutive months for which premium has been waived.

If the Covered Person's Total Disability ends and he does not return to Active Work, then the Covered Person may exercise the Conversion Privilege.

ACCELERATED DEATH BENEFIT FOR COVERED PERSON

The Accelerated Death Benefit payment may be taxable to the Covered Person. The Covered Person should seek assistance from his personal tax advisor regarding taxes the Covered Person may have to pay as the result of claiming Accelerated Death Benefits.

If while insured under the Policy, the Covered Person becomes terminally ill (called the "qualifying event") with a life expectancy of less than 12 months and the Covered Person has met all of the conditions set forth below, We will pay the Covered Person the amount of insurance shown in the Schedule of Benefits.

The Covered Person may elect to receive an Accelerated Death Benefit amount that is stated on the Schedule of Benefits. However, an Accelerated Death Benefit payment against the Covered Person's Life Insurance Benefit can only be made once in the Covered Person's lifetime.

The Life Insurance Benefit amount will be reduced by the amount paid under this provision.

The Covered Person must submit written medical evidence signed by the treating Physician and acceptable to Us that he is:

- 1. under a Physician's care for that condition, and
- 2. has a life expectancy of less than 12 months.

The Accelerated Death Benefit amount will be paid to the Covered Person after the Covered Person meets all of the conditions listed above.

We reserve the right to ask for a medical exam in connection with a claim.

The Covered Person must continue to pay any applicable premium for the amount of Life Insurance Benefits remaining after the reduction.

Upon the Covered Person's death, the amount of Life Insurance Benefits paid to the Covered Person's beneficiary will be reduced by the amount already paid under this provision.

Limitations: Accelerated Death Benefits will not be payable if:

- 1. the Covered Person has assigned his Life Insurance Benefits; or
- 2. We have been notified that all or a portion of the Life Insurance Benefits are to be paid to the Covered Person's former spouse as part of a divorce agreement; or
- the Covered Person is required by law to accelerate benefits in order to meet the claims of creditor(s); or
- the Covered Person is required by a government agency to accelerate benefits in order to qualify for a government benefit or entitlement.

The Accelerated Death Benefit is not available to Retired Covered Persons.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON

If the Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

- 1. Injury occurred while the insurance was in force under this section;
- 2. the Sickness began while the Covered Person was insured under the Policy;
- 3. loss occurred within 90 days after the Injury; and
- 4. loss was due to Injury independent of all other causes.

Amount of Insurance: The amount of insurance shown in the Schedule of Benefits will be paid according to the following table:

Loss of life	100%
Loss of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Triplegia	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Coma	50%
Loss of speech	25%
Loss of hearing	25%
Uniplegia	25%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of thumb and index finger means the actual, complete and permanent severance through or above the metacarpophalangeal joints. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing. Quadriplegia means total and permanent Paralysis of both upper and lower limbs. Paraplegia means total and permanent Paralysis of both lower limbs. Uniplegia means the total and permanent Paralysis of one limb. Triplegia means the total and permanent Paralysis of three limbs. Hemiplegia means total and permanent Paralysis of upper and lower limbs on one side of the body. Paralysis means permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb. Coma means the diagnosis of a state of unconsciousness for a continuous period of at least 90 days.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON (continued)

In paying this benefit, We will consider only losses sustained while insured under this section of the Policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one Injury.

Seat Belt and Air Bag Benefit for Covered Person: We will pay an additional amount equal to 10% of the full amount for the loss of the Covered Person's life that results from injuries sustained while driving or riding in a private Passenger Car if such Covered Person's Seat Belt was properly fastened. However, the amount payable will not exceed \$10,000. A benefit is not payable under this provision, if:

- 1. the Covered Person is either a driver or passenger, and the driver was legally intoxicated or under the influence of drugs at the time of the accident; or
- the driver of the private Passenger Car does not hold a current and valid driver's license at the time of the accident.

If a Seat Belt Benefit is payable, and the private Passenger Car is:

- 1. equipped with a single Air Bag and the Covered Person is the driver; or
- equipped with an Air Bag for both the driver and for the front passenger seat and the Covered Person is the driver or front seat passenger; or
- equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the Covered Person is the driver, front seat passenger or rear seat passenger; and
- the police report or other evidence establishes that the Air Bag inflated properly upon impact,

then We will pay an additional amount equal to 10% of the full amount for the loss of the Covered Person's life. The accident causing the Covered Person's death must occur while the Covered Person is insured under the Policy.

Passenger Car means, for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private Passenger Car. Seat Belt means any restraint device which meets published federal safety standards, has been installed by the car manufacturer and has not been altered after such installation. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

Air Bag means, for the purposes of this Accidental Death and Dismemberment Benefit, a supplemental restraint system that inflates for added protection to the head and chest areas. The Air Bag must meet published federal safety standards, be installed by the car manufacturer or consist of proper replacement parts as required by the car manufacturer's specifications and not have been altered after such installation.

Limitations: We will not pay a benefit for a loss caused directly or indirectly by:

- 1. disease, bodily or mental infirmity, or medical or surgical Treatment of these;
- 2. suicide or intentionally self-inflicted Injury, while sane or insane;
- 3. participation in a riot or insurrection, or commission of an assault or felony;
- 4. war or any act of war, declared or undeclared;
- 5. use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a Physician;
- 6. driving while intoxicated, as defined by the applicable state law where the loss occurred;
- engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, dirt bike riding, mountain climbing, Russian Roulette, autoerotic asphyxiation, bungee jumping or using off-road vehicles;

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON (continued)

- 8. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which the Covered Person is entitled to benefits under any Workers Compensation Law, Employers Liability Law or similar law, unless this insurance is issued on an occupational (24 hour) basis as shown in the Schedule of Benefits;
- 9. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people.

Notice of Claim: Written notice of a claim for death or Injury must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death or the date the Injury occurred. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's employer, or can be requested from Us. If the Covered Person does not receive the form from Us within 15 days of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature, and extent of the loss involved.

Proof of Claim: Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Payment of Claim: Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

Legal Action: The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

Physical Examination and Autopsy: We have the right to have a Physician of Our choice examine the Covered Person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

Assignment: Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.

LIFE INSURANCE BENEFIT FOR DEPENDENTS

Death Benefits: We will pay the Life Insurance Benefit amount in force on a Dependent, if insured under this section of the Policy, when We receive proof of his death. The amount of insurance is shown in the Schedule of Benefits. Eligible Dependents are defined in the "General Definitions" section of the Policy.

Assignment: The Dependent Life Insurance Benefit provided by the Policy cannot be assigned.

Beneficiary: Benefits will be paid to:

- 1. the Covered Person, if living;
- 2. the legal spouse of the Covered Person, if the Covered Person is not living; or
- 3. the estate of the Dependent, if the legal spouse of the Covered Person is not living.

Notice of Claim: Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

Proof of Claim: Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Payment of Claim: Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

Legal Action: The insured Dependent may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

Physical Examination and Autopsy: We have the right to have a Physician of Our choice examine the insured Dependent, as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

Conversion: A Dependent may convert all or part of his Life Insurance to an individual life policy, other than term, if his insurance terminates because:

- 1. the Covered Person ceases to be a member of a class eligible for Life Insurance;
- 2. the Covered Person's legal spouse lost insurance due to a reduction of insurance because of age;
- 3. the Covered Person is Totally Disabled or dies; or
- 4. the Dependent is no longer eligible for Dependent Life Insurance. A Dependent may convert a limited amount of insurance to an individual life policy, other than term, if he was continuously insured under the Policy (or the policy it replaced) for five years if his insurance terminated due to the Policy being terminated or amended.

LIFE INSURANCE BENEFIT FOR DEPENDENTS (continued)

The amount the Dependent may convert in this case is the smaller of the following:

- the Life Insurance Benefit amount which terminates less the amount he may become eligible for under any group within 31 days after this insurance terminated; or
- 2. \$10,000.

The Dependent may convert to any policy We are using for the purpose of conversions. The conversion policy will not have disability or other supplemental benefits. No evidence of insurability is required. Written application and the first premium must be received in Our Home Office within 31 days after this insurance terminated. The premium will be based on the amount and form of the conversion policy, and on the Dependent's class of risk and age on the date the conversion takes effect.

If the Dependent dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

The conversion policy will take effect on the later of:

- 1. its date of issue; or
- 2. 31 days after the date this insurance terminated.

LIDP 21

ACCIDENTAL DEATH AND DISMEMBERMENT OPTIONAL BENEFIT CHILD CARE EXPENSE BENEFIT

We will pay a Child Care Expense Benefit if:

- 1. a Covered Person and his Children are insured under the Policy; and
- 2. the Covered Person dies as a result of an Injury; and
- a Loss of Life benefit is payable for the Covered Person under the Accidental Death and Dismemberment provision.

This benefit will be paid on behalf of any Child under age of 13 or any Child age 13 or older who needs ongoing personal care assistance, who is receiving child care from a licensed child care provider at the time of the Covered Person's death, or within 90 days of the Covered Person's death. Payment will be made to the Child's parent or legal guardian.

The benefit is equal to the lesser of the following amounts:

- 1. the actual cost charged for the Child Care Expenses per year;
- 2. 2.5% of the Covered Person's Loss of Life benefit payable under the Accidental Death and Dismemberment provision, not to exceed \$1,250 per year per Child.

However, We will not pay more than the overall maximum amount of \$2,500 per year for all Child Care Expenses combined.

This Child Care Expense Benefit is payable each year for each Dependent Child who qualifies for Child Care Benefits. No more than two Child Care Benefits will be payable for each Dependent.

To receive this benefit, the Child's parent or legal guardian must provide satisfactory proof that he is incurring expenses that entitle him to the Child Care Expenses Benefit. Expenses must be charged by a child care provider who is licensed to provide such services in the jurisdiction in which the services are provided.

The Child Care Expense Benefit will end on the earlier of the following:

- 1. the date the Child's parent or legal guardian is no longer incurring child care expenses;
- 2. the date the maximum number of Child Care Benefits have been paid;
- the date the Child reaches 13 years of age unless the Child needs ongoing personal care assistance.

ACCIDENTAL DEATH AND DISMEMBERMENT OPTIONAL BENEFIT SPOUSE TRAINING BENEFIT

When We receive proof that a Covered Person dies as a result of an Injury and an Accidental Death and Dismemberment Loss of Life benefit is payable, then We will pay an additional Spouse Training Benefit to the Covered Person's spouse if:

The spouse is insured under the Policy on the date of the Covered Person's accident and is enrolled in a post secondary institution, professional or trade school training program:

- 1. for the purpose of obtaining an independent source of support and maintenance; and
- 2. within 24 months of the date of the Covered Person's death.

The Spouse Education Benefit payable is the lesser of:

- expenses incurred for the training which includes tuition charged and the costs of materials needed, but does not include room and board costs;
- 2. 10% of the Covered Person's spouse's full Accidental Death and Dismemberment Benefit;
- 3. \$3,000.

ADD-ST 23

ACCIDENTAL DEATH AND DISMEMBERMENT OPTIONAL BENEFIT REPATRIATION BENEFIT FOR COVERED PERSONS AND DEPENDENTS

We will pay a Repatriation Benefit if all of the following requirements are met:

- 1. an Accidental Death and Dismemberment Loss of Life benefit as the result of an Injury is payable on behalf of the Covered Person's death or the death of a Dependent;
- The Covered Person's or the Covered Person's Dependent's death occurs more than 100
 miles from his primary place of residence and occurs outside the state or country of the
 Covered Person's or the Covered Person's Dependent's place of permanent residence; and
- Covered Expenses are incurred for the preparation and transportation of the Covered Person's body or the Dependent's body to a mortuary near the primary place of residence.

The amount of the Repatriation Benefit is the lesser of:

- 1. the Covered Expenses incurred; or
- 2. 5% of the Covered Person's Accidental Death & Dismemberment Loss of Life benefit; or
- 3. \$2,500.

The Repatriation Benefit is payable to the person who incurs the expenses.

Covered Expenses include, but are not limited to the usual and customary fee or charge for the services rendered and supplies furnished in the area where services are rendered or the supplies are furnished. Such services and supplies include, but are not limited to, embalming, cremation, coffins, and transportation.

ACCIDENTAL DEATH AND DISMEMBERMENT OPTIONAL BENEFIT INSURANCE FOR EXPOSURE AND DISAPPEARANCE FOR COVERED PERSONS

We will pay an Accidental Death and Dismemberment Loss of Life benefit if an Injury is sustained by a Covered Person who is unavoidably exposed to the elements and as a result of the exposure suffers a loss of life.

We will presume a Covered Person suffered Loss of Life due to an Injury if:

- the Covered Person is riding in a Common Carrier that is involved in an accident covered under the Policy;
- as a result of the accident, the Common Carrier is wrecked, sinks, is stranded, or disappears; and
- 3. the Covered Person's body is not found within one year of the date the accident occurred.

Common Carrier means: for the purposes of this Exposure and Disappearance Benefit:

- any land or water vehicle, transport or vessel including, but not limited to, a vehicle, transport or vessel licensed to carry passengers for hire; or
- any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

25

ACCIDENTAL DEATH AND DISMEMBERMENT OPTIONAL BENEFIT EDUCATION BENEFIT FOR COVERED PERSON

We will pay a yearly Education Benefit to each of the Covered Person's Qualified Children if:

- an Accidental Death and Dismemberment Loss of Life benefit is payable for the Covered Person;
- the Covered Person dies within 90 days after the date of the accident causing the accidental bodily Injury;
- 3. proof is given to Us that the Child is a Qualified Child; and
- 4. the Qualified Child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level.

We will pay:

- The lesser of 2.5% of the Covered Person's Accidental Death and Dismemberment Loss of Life benefits; or
- 2. \$1,250.

However, We will not pay more than \$2,500 per year for all Qualified Children combined.

This Education Benefit is payable in addition to any other benefits provided under the Policy. We will not pay more than one Education Benefit per Qualified Child during any one school year.

If the Covered Person has no surviving Children, or the Children are not insured under the Policy, or the Children do not meet the Education Benefit requirements, then no Education Benefit will be paid.

The Education Benefit will terminate for each Qualified Child on the earliest of the following dates:

- 1. the date the Qualified Child fails to furnish proof as required by Us;
- the date the Qualified Child no longer qualifies as a Dependent Child for any reason except the Covered Person's death; or
- 3. the date on which the fourth Education Benefit has been paid.

The following term is defined for the purposes of this Education Benefit:

Qualified Child is any of the Covered Person's unmarried children under the age shown in the Schedule of Benefits who, on the date of the Covered Person's death as a result of an Injury, was either:

- enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level; or
- at the 12th grade level and enrolls as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the date of the Covered Person's death,

United HealthCare Insurance Company Notice of Privacy Policy and Practices

Purpose of this Notice

United HealthCare Insurance Company respects the privacy of personal information and understands the importance of keeping this information confidential and secure. This Notice describes how we protect the confidentiality of the personal information we receive. Our practices apply to current and former members.

Types of Personal Information We Collect

We collect a variety of personal information to administer a member's life or health coverage. Some of this information is provided by members in enrollment forms, surveys and correspondence (such as address, Social Security number, and dependent information). We also receive personal information (such as eligibility and claims information) through transactions with our affiliates and members, employers, insurance agents, other insurers, and health care providers. We retain this information after a member's coverage ends. We limit the collection of personal information to that which is necessary to administer our business, provide quality service and meet regulatory requirements.

How We Protect Personal Information

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide our products or services to members (for example, our claims processors and care coordinators). These persons are trained on the importance of safeguarding this information and must comply with our procedures and applicable law. We meet strict physical, electronic and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

Disclosure of Personal Information

We may share any of the personal information we collect (as described above) with our affiliates as permitted by law. We may also disclose this information to non-affiliated entities or individuals as permitted or required by law. Non-affiliates with whom we may disclose information as permitted by law include our attorneys, accountants and auditors, a member's authorized representative, health care providers, third party administrators, insurance agents and brokers, other insurers, consumer reporting agencies, and law enforcement or regulatory authorities. We may also disclose any of the personal information we collect (as described above) to companies that perform marketing services on our behalf or to other companies with whom we have joint marketing or disease management agreements. We do not disclose personal information to any other third parties without a member's request or authorization.

Individual Rights to Access and Correct Personal Information

We have procedures for a member to access the personal information we collect, and other than information we collect in connection with, or in anticipation of, a lawsuit or legal claim, we will make this information available to the member upon written request. Our goal is to keep our member information up-to-date and to correct inaccurate information. We have procedures in place to ensure the integrity of our information and for the timely correction of incorrect information. If you believe that any personal information we have about you is not accurate, please let us know by contacting our Compliance Officer at Unimerica Workplace Benefits, Mail Route MN010-W115, 6300 Olson Memorial Highway, Golden Valley, MN 55427.

Further Information

We may amend our privacy policy from time to time. In accordance with applicable law, we will send our current customers a Notice describing our privacy policy and practices at least once a year. It will also be available upon request. This Notice is provided on behalf of the following United HealthCare Insurance Company affiliates:

For purposes of this Notice of Privacy Practices, "we" or "us" refers to the following UnitedHealthcare entities: All Savers Insurance Company; AmeriChoice of New Jersey, Inc.; AmeriChoice of New York, Inc.; AmeriChoice of Pennsylvania, Inc.; Arizona Physicians IPA, Inc.; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Dental Benefit Providers of Maryland, Inc.; Dental Benefit Providers of New Jersey, Inc.; Evercare of Arizona, Inc.; Evercare of Texas, L.L.C.; Fidelity Insurance Company; Golden Rule Insurance Company; Great Lakes Health Plan, Inc.: MAMS1 Life and Health Insurance Company; MD-Individual Practice Association, Inc.; Midwest Security Life Insurance Company; Optimum Choice, Inc.; Optimum Choice of the Carolinas, Inc.; Rooney Life Insurance Company; Spectera, Inc.; Spectera Eyecare of North Carolina, Inc.; Spectera Vision, Inc.; Spectera Vision Services of California, Inc.; Unimerica Insurance Company; Unimerica Life Insurance Company; Unimerica Life Insurance Company of New York; United Behavioral Health; United HealthCare of Alabama, Inc.; United HealthCare of Arizona, Inc.; United HealthCare of Arkansas, Inc.; United HealthCare of Colorado, Inc.; United HealthCare of Florida, Inc.; United HealthCare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; United HealthCare of Kentucky, Ltd.; United HealthCare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; United HealthCare of the Midlands, Inc.; United HealthCare of the Midwest, Inc.; United HealthCare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; United HealthCare of Ohio, Inc.; United HealthCare of Tennessee, Inc.; United HealthCare of Texas, Inc.; United HealthCare of Utah; UnitedHealthcare of Wisconsin, Inc.; United HealthCare Insurance Company; United HealthCare Insurance Company of Illinois; United HealthCare Insurance Company of New York; United HealthCare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.



ENROLLMENT FORM

Use this form to apply or make changes to the coverages listed below.

Late applicants are subject to Evidence of Insurability.

Group Life and Disability Insurance products provided by United HealthCare Insurance Company. Dental Insurance products provided by United HealthCare Insurance Company

A. EMPLOYEE INFORMATION	N							
☐ Enroll ☐ Cancel ☐ Addres	s Change 🔲 Name (Chang	e 🗌 Other			Dat		
Last Name Fi	rst Name	M.I.	Social Security N	Number	Gender		te of Birth	
Street Address	Apt No.		City	State	Zip (Code	Single	Married
Home Phone		Wor	rk Phone)			Annual Sal	ary	
Employer or Group Name	Division/Locati	ion	Sut	ogroup Code Job	Title			
B. PRODUCT SELECTION - A	Application for (che	ckal	I that apply):					
Life Insurance Basic Life Insurance Accidental Death and Dismemberme Dependent Spouse Insurance \$ Dependent Child(ren) Insurance \$ Supplemental Life \$ Supplemental AD&D \$ (see Benefit Summary for amounts) Beneficiary Designation: Beneficiary's Full Name Relationship to Employee	ent amount amount amount	Disi	ability Insurance Short Term Disabi \$ Long Term Disabi \$ e Benefit Summar	lity (STD)amount lity (LTD)amount	☐ Unimer ☐ Waive Indicate to ☐ Single ☐ Single	ental Optior rica Dental he coverag + Spouse + Child(ren	Managed ge level	
C. INFORMATION FOR DEPE	NDENT COVERAGI	(Lis	st all family m	embers to be c	overed)			
Last name First Name	M.I. Date of	Birth	Relationship	If child is over age indicate status and		Gender	Check o	ne
				☐ Handicapped☐ Student at		□M □ F	□ Enroll □ Waive	☐ Cancel ☐ Change
				☐ Handicapped ☐ Student at		□M □ F	☐ Enroll ☐ Waive	☐ Cancel ☐ Change
				☐ Handicapped ☐ Student at		□M □ F	□ Enroll □ Waive	☐ Cancel ☐ Change
				☐ Handicapped☐ Student at		□M □ F	☐ Enroll☐ Waive	☐ Cancel☐ Change
				☐ Handicapped ☐ Student at		□м □ F	☐ Enroll ☐ Waive	☐ Cancel ☐ Change
				☐ Handicapped ☐ Student at		□M □ F	□ Enroll □ Waive	☐ Cancel ☐ Change
D. SIGNATURE (This form of I understand that by signing this form the I have selected.		ecessa	ry premium deduc	ctions from my salary	or wages fo	or the cove	rage(s)	
Signature of Employee					Date			
E. EMPLOYER USE ONLY								
☐ Initial enrollment following Date of Hire			Signed for Empl	oyer by			Grou	p Number







Welcome

Get the most out of your life insurance benefits.

See inside for key information and services about your life insurance plan.

Thank you for being a UnitedHealthcare member.

We're here to help make each step of your health care experience easier. That's why we've put together this guide, to help you better understand your life insurance benefits so you can get the most out of your plan.

About your life insurance plan.

Your life insurance plan is a term life policy that will help financially support your family and loved ones in the event of your death. The length of your policy (term) is determined by your employer. For your specific coverage details and coverage amounts, please see your certificate of coverage.

As part of your plan, you also have Accidental Death and Dismemberment (AD&D)1 coverage which pays out an additional amount in the event of loss of life or limbs sustained in an accident.

How your life insurance works.

If you should pass away during the plan year, your plan will pay a lump-sum cash benefit directly to those people you have identified as a beneficiary. Your beneficiary can use the money to help cover costs like funeral expenses, mortgage and education. Your plan includes a number of important services to help you and your family be more prepared, including:

- Will and trust preparation
- Grief support

- Legal services
- Financial services
- · Wealth management
- Travel assistance



Call anytime for personal assistance: 1-866-302-4480.

- Grief support, legal services and financial services are provided through the Optum Employee Assistance Program (EAP). For online services, visit liveandworkwell.com and use Access Code: LifeEAP.
- TDD/TTY line for people who are hearing- or speech-impaired.
- Translators available for non-English speakers.

Maintaining your privacy and confidentiality is of utmost importance. All records, referrals and evaluations are kept private in accordance with federal and state laws.



If you have questions about your coverage, please refer to your certificate of coverage or contact your employer benefits team.



Will and trust services Plan ahead.

Creating a will and trust gives you more control over future events and allows family to follow your wishes. Your life insurance plan includes online will and trust services to help you:

- Create a will: Easily prepare a will, trust and power of attorney legal document. (Registration is required.)
- · Find local attorneys, search legal forms and hundreds of helpful articles written by legal experts.
- · Access financial planning help and helpful cost calculators.

Easy online access.

- 1. Visit liveandworkwell.com.
- Access Code: LifeEAP.
- 3. Select Financial & Legal tab.
- 4. Select Estate Planning or Retirement Planning.



Steps to filing a claim:

- Notify the employer about the death of the person covered by the life insurance plan.
- Go to myuhc.com to access your life claims packet.
- Complete, sign and date the necessary forms.
- Send the completed forms to the employer for the claim to be processed.

How to access your claims packet.

1. Go to myuhc.com.

Note: You do not need to log in.

- 2. Under the Links and Tools, select Disability, Life and Supplemental Health Information.
- 3. Select your life claim packet.

After your claim is received.

When we've received all the information we need to review your claim, we will:

- 1. Inform you by phone or letter that we are reviewing everything.
- 2. Ensure your claim receives a thorough, fair and objective evaluation.
- 3. Send benefit proceeds to you as designated, upon approval.

If you have any questions about the process or information needed, please call our claim service team at 1-888-299-2070 between 8 a.m. and 6 p.m. ET.



Family and beneficiary support

Support for your loved ones.

Your benefit includes support from the Optum® Employee Assistance Program, which is designed to help your loved ones deal with the difficulties that come with a loss. All services are confidential, and our specialists are available 24/7.

Grief support:

- Up to two sessions for grief support.
- Access to referrals among a national network of licensed and certified clinicians (for beneficiaries only).
- · Access to referrals among community resources, such as grief support groups (for beneficiaries only).

Legal support:

- One 30-minute consultation each year with a legal expert.
- 25 percent discount on continuing services.

Financial support:

Up to 60 minutes of phone consultation each year with a financial expert.

Beneficiaries can open a Wealth Management Account.

Beneficiaries who receive a life insurance payment can open a Wealth Management Account from Optum Bank® for help managing the money. An account will automatically be opened for approved payments of \$5,000 or more.

- · Insurance proceeds are secure and will be there when you are ready to use them.
- Account funds are readily accessible by either writing a check or using your Wealth Management Account Debit MasterCard®. A card is mailed 7 to 10 business days after your account is opened.
- All or part of the money can be withdrawn at any time, without penalty.



Travel assistance

Travel made less stressful.

You and your family have access to travel assistance through UnitedHealthcare Global Assistance, a leading provider of international travel assistance services. If you travel 100 miles or more away from home or outside the country, you have access to these services 24 hours a day, anywhere in the world.

Travel assistance services:

- · Emergency travel arrangements.
- Assistance in replacing lost or stolen travel documents.
- · Emergency translation services.

Medical assistance and emergency transportation:

- · Referrals to medical or dental providers worldwide.
- Assistance with monitoring of medical treatment, hospital payment, transfer of insurance information, coordination of medication and vaccine transfers.
- · Emergency medical evacuation and more.



Get travel help anytime and on the go.

Log in to **UHCGlobal.com** to print your Global Assistance ID card, get up-to-date travel alerts, travel tips and much more.

Create your account:

- 1. Visit UHCGlobal.com.
- 2. Select Member Log-in.
- 3. Select Visit Global Intelligence Center.
- Select Create User and enter the ID number 358231.

Travel numbers to save in your phone.

Global Emergency Response Number: +1-410-453-6330

(reverse charges accepted)

Australia: 1 800-127-907 | Israel: 1-809-41-0172

Brazil: 0800 891 2734

Japan: 00531-11-4065

Dominican Republic: 1-888-567-0977

Mexico: 001-800-101-0061

1160-000-1001

U.S. and Canada:

France: 0800-90-8505

1 800 527-0218

India: 000-800-100-1603

U.K.: 0800 252 074

Toll-free access if the number is dialed within that country. For a list of additional countries, please log in to **UHCGlobal.com**.



AD&D Limitations: The AD&D colley does not typically pay out under the following situations: disease, bodily or montal infirmity, suicide or intentionally self-initiated injury, commission of an asseut or leterly, war, use of any drug unless prescribed by a physician, driving while information, any hazardous activities or travel in a private affording.

The company does not discriminate on the basis of race, oclor, national prigin, anx, aga, or disability in noalth programs and activities

We provide free services to help you communicate with us. Such as, retters in other languages or large point. Or, you can ask for an interpreter. To ask for help, phase call the member tell free phone number listed on your ID card.

ATENCION: Si habia español (Spanish), hay servicios de asistencia de idiemas, si nicargo, a su disposición. Llame al numero de telebrio grafulito que aparece en su farjeta de identificación.

請注意: 如果您認中文 (Chinese). 我們免責為您提供語言協助服務。請撥打會員卡所列的免付書會員電話號碼

These policies have exclusions, fimilations and forms under which the policy may be continued in love or discentificed. For costs and complete details of the coverage, review your life insurance certificate of coverage.

Will and trust services offered through Optum. Optum is a subsidiary of UnitedHealth Group.

fravel Assistance Services provided by United Healthcare Global, a subsidiary of UnitedHealth Croup

Reneficiary Services are offered by Optum, a subsidiary of UnifedHealth Group

United leathcare the products are provided by United healthcare insurance Company and codain products in Caillornia by Unimerica Life Insurance Company

The pullides have expusions, limitations, reductions of bondits, and forms under which the policy may be continued in torce or discontinued. For costs and complete details of the coverage, cell or write your insurance agent or the company. Some products are not available in all states. United feathcare Insurance Company is coased in Hartford, Of and University Lie Insurance Company is breated in Milwaukee, Will

Facebook com/United Healthcare Twitter com/United Instagram com/United lealthcare VouTube com/United leakhcare MF133170.2 8/18 § 2018 United HealthCare Services, Inc. 18 8536 E

State of Nebraska RFP 5953 Z1

State of Nebraska Subcontractor List

STATE OF NEBRASKA SUBCONTRACTOR LIST

RFP 5953 Z1

This section has been redacted from the proposal. The State of Nebraska Subcontractor List can be found in the separately packaged envelope marked "Proprietary Information."

State of Nebraska

Trademarks and Service Marks

The following trademarks and service marks are owned by UnitedHealth Group Incorporated:

Advocate4Me SM	Optum360®	Rally Health SM	UnitedHealthcare®	
Algorithms for Effective Reporting and Treatment (ALERT®)	Optum Bank [®]	SafeTrip [™]	UnitedHealthcare Health4Me®	
American Chiropractic Network (ACN Group ^{®)}	OptumHealth [®]	SimplyEngaged [®]	UnitedHealthcare®Community & State	
Care24 [®]	OptumHealth Financial Services®	Spectera®	UnitedHealthcare [®] Employer & Individual	
Consumer Activation Index®	OptumInsight [®]	Symmetry®	UnitedHealthcare [®] Global	
EBM Connect®	OptumRx®	UFunding [®]	UnitedHealthcare® Group Medicare Advantage	
Employer eServices®	ParentSteps [®]	United eServices®	UnitedHealthcare® Medicare & Retirement	
eSync®	Passport Connect®	UnitedHealth Allies®	UnitedHealthcare MedicareRx®	
eSync Platform®	PlanBien [®]	UnitedHealth Basics®	UnitedHealthcare Navigate®	
GeoNetworks [®]	Provider Express®	UnitedHealth Group [®]	UnitedHealthcare Navigate Balanced®	
Impact Pro [®]	Quit For Life®	UnitedHealth Passport®	UnitedHealthcare Navigate Plus [®]	
myuhc.com [®]	Rally [®]	UnitedHealth Personal Rewards®	UnitedHealthcare Online®	
NexusACO [®]	Rally Age SM	UnitedHealth Premium®	View360®	
OnlinEnroll®	Rally Choice SM	UnitedHealth Wellness®		
Optum [®]	Rally Engage SM			

The following trademarks are owned by third parties not affiliated with UnitedHealth Group Incorporated:

AARP®	Facebook [®]	IEX [®]	NordicTrack [®]	
Adobe [®]	Gaiam®	iPhone® (iOS)	Nutrisystem®	
Android TM	GNC [®]	Jenny Craig®	Polar®	
Aperture [®]	Gold's Gym [®]	LexisNexis®	Spa Finder [®]	
CAHPS®	Healthwise [®]	Mastercard [®]	TotalView [®]	
Curves [®]	HEDIS®	MCG™	Windows [®] Phone	