

State of Nebraska
5956 Z1
Original

A proposal prepared by CIGNA
December, 2018



WORKING TOGETHER

to help achieve healthier, more secure lives.

Together, all the way.™



Cigna Benefit Solutions for:

State of Nebraska - RFP 5956 Z1

Original

December, 2018

Prepared for:

State Purchasing Bureau

A Proposal for:

Voluntary Short-Term Disability and Long-Term Disability

Provided by:

Life Insurance Company of North America (LINA) is the legal name of the company submitting this response to the State of Nebraska's Request for Proposal. In this proposal, LINA may use the name "Cigna" and other service marks, or division/trade names, in reference to LINA and/or the products and services offered by LINA and affiliated Cigna companies. All affiliated Cigna companies and operating subsidiaries are indirectly wholly owned subsidiaries of Cigna Corporation, a publicly traded corporation.



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Executive Overview

Thank you for the opportunity to present this proposal for State of Nebraska (the State).

In today's challenging business environment, every dollar invested in employee benefits needs to provide value for the organization and its employees, yet traditional benefit plans may only deliver value when an employee files a claim. At Cigna, we do things differently.

Our product solutions offer real value to organizations and their employees from day one. From the first day of coverage there will be individuals—healthy, sick or injured, or facing life-changing events—that need guidance or support. Cigna will be there to help.

We provide cost-effective plan designs, personalized support, coaches, and experienced guidance to help deliver more value and improve the health and productivity of our employers and their employees. We do this by leveraging our expertise as a global health services company and providing solutions on an employer- and employee-paid basis to help individuals actively engage in programs to help them be healthy, productive, and more financially protected—even if they never file a claim.

Our full product portfolio includes medical, dental, vision, pharmacy, behavioral, disease management, life, accident, disability, FMLA/leave administration, critical illness, accidental injury, and hospital care.

We believe the proposed plans and services will be an excellent fit for the State and will help your organization attract and retain employees.

Financial Stability

Because insurance companies often assume long-term financial obligations, they are strictly regulated by state insurance departments to protect their solvency and ability to meet those long-term obligations.

Life Insurance Company of North America (LINA) is domiciled in Pennsylvania and is primarily subject to oversight by the Pennsylvania Insurance Department as well as the insurance departments of states where it does business.

Moreover, rating agencies review the financial solvency of insurance companies to ensure we honor our long-term commitments. LINA continues to obtain strong financial ratings from the industry's most reputable rating companies:

- A.M. Best - A
- Moody's - A1
- Fitch - A+

Industry-Leading Group Insurance Products

At Cigna, results matter. We have a proven track record in client retention and growth. In fact, we had over 90 percent client retention rate the last five years.

Cigna is a leading provider of life, AD&D, and disability insurance as well as extensive experience providing coverage plans for employers, government organizations, unions, educational facilities, and others throughout the nation.

The following provides data on our group insurance products as of year-end 2017:

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- **Life Insurance** - We have more than 90 years of life insurance experience with nearly 9,000 term life policies, covering over 6 million people.
- **AD&D Insurance** - We have more than 90 years of AD&D insurance experience with over 7,000 AD&D policies, covering over 6.3 million people.
- **Disability Insurance** - We have more than 50 years of disability insurance experience with over 14,000 disability policies, covering over 8 million people.
- **FMLA Administration** - We have nearly 20 years of coordinated-absence administration experience with over 1,000 contracts, covering over 2.4 million people.
- **Critical Illness Insurance** - After only five full years in the market, we have already sold over 390 critical illness policies, covering approximately 108,000 employees.
- **Accidental Injury Insurance** - After only five full years in the market, we have already sold over 390 accidental injury policies, covering approximately 86,000 employees.
- **Hospital Care (Indemnity) Insurance** - Our newest product, launched in July 2016, we have sold nearly 100 hospital care policies, covering approximately 29,000 employees.

LIMRA, a worldwide research, consulting, and professional development organization for the insurance and financial services industry, ranked Cigna's solutions and services in their 2016 Group Absence Management Sales and In Force Survey. We continue to maintain our top five market position for life, AD&D, disability, and FMLA coverages, topping four categories:

- number one in total disability sales (both STD and LTD)
- number one in LTD sales
- number one in voluntary LTD sales
- number one in FMLA sales amongst our carrier peers—this means we are the market leader in the number of new contracts sold and for covered lives, both for new sales and inforce business
- number two in AD&D sales
- number four in term life sales

Working Together to Make a Difference

Cigna is an industry leader because we are there for you and your employees. We have programs and services that are dedicated to helping your employees through any and all stages of life. For a win-win strategy, we recognize that an organization's needs and how they are fulfilled must align with the needs of their employees. This is the best way to keep your organization healthy, strong, and more financially protected every day.

Research tells us that employees are looking for immediate return on their investment, individual support and guidance, and a sense of security. When you provide employees with coverage that meets those needs, we know, they can feel more secure overall; thus, ensuring productivity to help maximize their performance—which in turn maximizes your profitability. By offering coverage that delivers value on day one, you help your organization attract and retain quality talent. In addition, when you provide your members with programs and services that are engaging and motivational, your members can feel as though they are receiving support and guidance at all times.

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At Cigna, we deliver value through our anytime programs/services, which begin the moment your employees become our customers and continues throughout their benefit coverage. When we provide everyday value for your employees, we can help your business perform at its best by ensuring your workforce is healthy, productive, and more financially protected.

Cigna's national account team focuses on developing deep business relationships with our national accounts while providing quality service that is streamlined, proactive, and effective. From case installation to contract renewals, our national account management team works on your behalf to deliver seamless service. We are committed to supporting you with consultative advice, integrated products, and services that provide true value to your business.

We strive to provide the support necessary to manage your service needs to ensure your employee plans run smoothly. We provide our national accounts with experts who are well-versed with their account and focused on delivering responsive, quality service. Our experts are focused on developing a clear understanding of your expectations and objectives, and delivering tailored solutions to your business. Furthermore, our open lines of communication, throughout our business relationship, ensure we meet your satisfaction as well as your goals and objectives.

Through our programs and services that leverage our clinical expertise, we help individuals achieve physical, financial, and emotional wellness to help lead healthier, more secure lives. We will continue that mission for your business.

Proposed Group Insurance Coverages and Services

Disability

We structure our "customer-centric" approach to claim operations to consistently deliver service that goes above and beyond employer and employee expectations. We meet the disability needs of employers through our expert management of the clinical, operational, and financial components of their disability programs. We are thoroughly familiar with your industry, your culture, and your contract, allowing us to improve your return-to-work results and reduce your lost productivity.

We offer a highly experienced claim team—that supports the claim manager—composed of team leaders, vocational coaches, licensed nurse case managers (with a wide-variety of RN specialties), full-time psychiatrists, a nationwide network of doctors, and full-time medical directors. From claim notification to claim expiration and return to work, our dedicated claim management teams skillfully handle every aspect of STD and LTD claims.

In addition, a broad network of onsite experts supports the claim team, which includes behavioral health specialists, Social Security specialists, fraud investigators, and trainers to ensure that the right resources are working on every claim.

To provide your employees with timely claim determinations, we offer an easy, HIPAA-compliant verbal authorization, which allows us to proactively and promptly reach out to health care providers, resulting in quick and accurate decisions.

Further, we provide online tools for employers and employees alike to help keep them informed of the status of their claims: Our employee-focused Work Wellness site and

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employer-focused Absence Management Resource Center are excellent educational resources.

Everyday Programs and Services for Your Employees

Cigna's everyday value is demonstrated not only through our core product plans, but also through additional programs and services that ultimately help support financial wellness for you and your employees.

We want to continue to be there for your employees all the time—not just when they are ill, injured, or need us. We automatically include the following programs with your coverage:

- **Cigna Life Assistance Program** - Our employee assistance counseling and work/life support program provides phone and in-person sessions to address many of life's challenges. We offer legal and financial consultations as well as online articles, resources, and videos for work/life issues. This program is included with life, AD&D, and disability plans.
- **My Secure Advantage** - We offer 30-days' prepaid expert money coaching for various types of financial planning and challenges, which include identity theft and fraud resolution services and online tools for state-specific wills and other important legal documents. This service is included with life, AD&D, disability, accidental injury, critical illness, and hospital care plans.
- **Cigna Healthy Rewards** - A service that offers discounts on health and wellness services, including vision and hearing care, diet programs, fitness centers, massage therapy, chiropractic care, acupuncture, and more. This service is available with life, AD&D, disability, accidental injury, critical illness, and hospital care plans.
- **Health Advocacy Services** - This service provides employees and their families (including parents and parents-in-law) access to expert assistance with a wide range of health care and health insurance challenges. These services are included with our FMLA administration and voluntary plans. These services are also available with life and LTD plans for an additional charge.

In Closing

We look forward to this opportunity with the State. We continually look for new ways to help you better manage employee-covered services and costs, in addition to improving workforce productivity. Allow us to be experts in tailoring and providing coverages and services that work for you and your employees so you can focus on what you do best—your business.

Part I Technical
Proposal

Request for Proposal Form A.

**Form A
Bidder Contact Sheet
Request for Proposal Number 5956 Z1**

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

Preparation of Response Contact Information	
Bidder Name:	Life Insurance Company of North America (LINA), a Cigna Company.
Bidder Address:	Group Insurance 525 W. Monroe, Suite 1520 Chicago, IL 60661
Contact Person & Title:	Alan Carkner - Cigna Vice President - National Accounts
E-mail Address:	alan.carkner@cigna.com
Telephone Number (Office):	312.720.0103
Telephone Number (Cellular):	312.720.0103
Fax Number:	312.648.4796

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

Communication with the State Contact Information	
Bidder Name:	Life Insurance Company of North America (LINA), a Cigna Company.
Bidder Address:	Group Insurance 525 W. Monroe, Suite 1520 Chicago, IL 60661
Contact Person & Title:	Alan Carkner - Cigna Vice President - National Accounts
E-mail Address:	alan.carkner@cigna.com
Telephone Number (Office):	312.720.0103
Telephone Number (Cellular):	312.720.0103
Fax Number:	312.648.4796

● **Request for Proposal for Contractual Services Form**

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

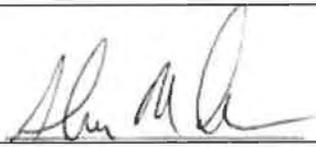
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

FIRM:	Life Insurance Company of North America (LINA), a Cigna Company.
COMPLETE ADDRESS:	Group Insurance 525 W. Monroe, Suite 1520 Chicago, IL 60661
TELEPHONE NUMBER:	312.720.0103
FAX NUMBER:	312.648.4796
DATE:	December 13 th , 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Alan Carkner, Cigna Vice President - National Accounts

Attachment A Contractor Requirements Matrix

Attachment A
Contractor Requirements Matrix
Request for Proposal Number 5956 Z1

Bidder Name: Life Insurance Company of North America LINA, a Cigna Company.

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

CONTRACT ADMINISTRATION	
1.	<p>Be licensed to conduct business in the State of Nebraska and be responsible for administering the State's STD plan and LTD plan in accordance with all applicable laws, regulations, IRS requirements, and State of Nebraska requirements.</p> <p>Response: Confirmed. We can provide services for the State of Nebraska and its employees in Nebraska. Cigna can deliver our life, accident, critical illness, hospital care, and disability products in every state, Puerto Rico, the U.S. Virgin Islands, and the District of Columbia.</p> <p>For fully insured STD and LTD plans that bear insurance risk, we can do the following:</p> <ul style="list-style-type: none"> • withhold and deposit the employee's FICA portion • withhold and deposit state income taxes • withhold and deposit federal income taxes (W-4s) • prepare the employer's annual summary of disability benefits • prepare and file the employee's W-2 forms, if requested¹ <p>(1) W-2s can be prepared under an insurance company's employer identification number.</p>
2.	<p>A commitment to work cooperatively with the State of Nebraska and provide with at least one day-to-day contact person for account management of the STD and LTD contract.</p> <p>Response: Confirmed. The members of your Cigna national account management team are client advocates who are committed to understanding your business and your needs.</p> <p>The skilled resources on your team include the following:</p> <ul style="list-style-type: none"> • Experienced National Account Executive, Collin McWain - acts as your primary point of contact for plan changes, contract issues, and financial consultation • Specialized National Implementation Manager, Jessica Myer - ensures a smooth, timely installation to your Cigna plan • Expert National Account Manager, Christine McKissack - supports you and your account executive to assist with day-to-day plan and life-cycle matters • Designated Claim Team - includes a claim manager, nurse case manager, and vocational coach who are thoroughly familiar with your disability program and are supported by highly experienced onsite specialists including medical directors, pharmacists, behavioral health specialists, financial specialists, and quality assurance specialists <p>In addition, we provide relevant information and tools, such as our online absence management resource center, reports, and claim status, to help you manage your disability program.</p>
3.	<p>There will be no restrictions or benefit limitations for pre-existing conditions applied to any employee under the plan.</p> <p>Response: Under our standard preexisting conditions provision, benefits will not be paid for any period of disability caused by injury or sickness for which</p> <ul style="list-style-type: none"> • the employee incurred expenses or sought and received medical treatment; or • a reasonable person would have consulted a doctor within 3 months before the start date of coverage. <p>This limitation will not apply to a period of disability that begins after an employee is covered for at least 12 months after the most recent start date of insurance or the start date of any added or increased coverage.</p> <p>Employees are, however, not penalized for the employer's change in carrier. We will not apply the</p>

	<p>preexisting condition limitation clause to any employee who:</p> <ul style="list-style-type: none"> • was covered under the previous group LTD policy; • is in active service on the start date of this proposed policy; and/or • has fulfilled the requirements of any preexisting condition limitation of the previous policy. <p>We will provide credit toward the satisfaction of our plan's preexisting condition limitation for any time served in the satisfaction of the previous plan's preexisting condition limitation.</p> <p>The preexisting condition limitation clause will apply to any added coverage or increases in coverage. This limitation will not apply to a period of disability that begins after an employee is in active service for at least 12 months.</p>
	<p>Accept the current enrollment files for the State's employees.</p>
4.	<p>Response: We prefer to use our applications and forms, as they are filed and compliant with state insurance department requirements. Our medically underwritten forms collect the necessary information for the underwriting process.</p> <p>A client may prefer; however, to use their own forms, but if the plan is medically underwritten, they must use their enrollment form in conjunction with our standard evidence of insurability/change form.</p> <p>For employer-paid disability coverage, eligible employees do not need to complete an enrollment form. We verify eligibility at the time of claim submission.</p>
	<p>Review all plans, draft plan abstracts, and confirm plan provisions with the State.</p>
5.	<p>Response: Confirmed. All documents have been revised.</p>
	<p>Draft, revise, and finalize the policy and benefit summaries (Summary Plan Descriptions (SPD)/booklets) for review by the State before February 12 of each calendar year.</p>
6.	<p>Response: For fully-insured policies, Cigna provides electronic certificates for delivery to all insureds. The certificate describes coverage provided to persons who are eligible and who have been properly enrolled under the terms of the policy, and that the terms of the master policy are controlling. Initial contract and certificates will be provided within 30 business days following resolution of all outstanding issues related to plan design and/or agreement language.</p>
	<p>Provide SPDs in an electronic format for access via internet or intranet.</p>
7.	<p>Response: Upon request, Cigna will review client-developed SPDs against our standard contract to ensure pertinent plan details have been included and are accurate; however, we cannot approve SPDs for compliance with ERISA. Clients cannot take our review of client-developed SPDs as legal advice. Completion, including printing and delivery of a client-developed SPD is the responsibility of the employer.</p>
	<p>Deliver an Administration Manual containing all user guidelines on such matters as eligibility, reports, plan summaries and procedures 60 days prior to plan year.</p>
8.	<p>Response: We provide administration manuals to each client specific to the line(s) of business/services that client has selected. Client representatives produce the administration manual four business days after receiving the transition documents from the implementation team.</p> <p>We provide the manual at no charge as a PDF and can include the following sections, depending on coverage line:</p> <ul style="list-style-type: none"> • Cigna contact directory • plan administration • premium administration • life and accident claim processing • disability claim processing and reporting • plan features and services (e.g., Cignassurance, the absence management resource center) • plan offerings (e.g., value-added services such as secure travel, life assistance program services, identity theft, and will preparation) • the renewal process • the end of coverage (i.e., how to administer conversion and portability)

	<ul style="list-style-type: none"> sample reporting guides (frequently used reports)
	<p>State staff portal for eligibility updates, eligibility validation, uploading documentation, pulling management reports, etc.</p> <p>Response: Cigna provides online capabilities for administering STD and LTD plans. Through CignaAccess.com, employers can manage and administer their group benefits easier and more conveniently. CignaAccess.com gives employers access to coverage information that allows generation of key reports and secure messaging to Cigna. Additional capabilities include the following:</p> <ul style="list-style-type: none"> Web Claim Notification for Disability - provides flexibility in reporting a disability claim 24 hours a day, 7 days a week, 365 days a year Disability Operational Reports - provide current information about claim status, transactional information with data (updated daily), and the ability to create a variety of ad hoc reports to help in plan management. Disability Claim Summary and Trend Reports - provide online on-demand access to an employer's disability claims experience and service reports (PDF) Cigna Express-Disability - provides employers that have more than 5,000 lives, which requires more in-depth analysis and information, an advanced reporting tool that allows them to create customized reports based on a variable or combination of variables (For quick analysis, we provide the top 10 most requested report views. Using multidimensional drill-down capabilities, employers can create high-level summaries or detailed reports.) Absence Management Resource Center - provides a state-of-the-art solution to the most frequently encountered situations in managing employee absences and disabilities through our easy-to-use www.cigna.com/toolkit, which provides managers and supervisors with practical guidance and advice for every phase of employee absence, including the following: <ul style="list-style-type: none"> preventing workplace absence managing an ever-changing FMLA and Americans with Disabilities Act regulatory landscape managing an employee going through the disability claim process creating a healthy transition for an employee returning to work from a disability
9.	
	<p>Employee/claimant portal for monitoring claim status, communications, uploading documentation, etc.</p> <p>Response: Employees who are disabled can find disability claim information online through Cigna's myCigna website, which provides easy, single sign-on (SSO) access to the following: disability claim activity, two years of benefit payment information, forms, tools, and commonly asked disability-related questions.</p> <p>In addition, myCigna also provides other claim information and account balances, PHI (e.g., covered medical benefits), a provider directory, and information on pharmacy benefits and preventive health and wellness services (for those who have Cigna coverage).</p>
10.	
	<p>Communications (phone calls, emails) should be responded to within 24 hours. The customer service department shall provide telephone support to members via a toll free number and maintain telephone technology for the hearing and visually impaired.</p> <p>Describe your customer service process, including the hours of operation and methods of contact.</p> <p>Response: Cigna offers a variety of disability claim reporting options at no additional cost to our clients, regardless of case size. These options are as follows:</p> <ul style="list-style-type: none"> toll-free phone (preferred) online, 24 hours a day, 7 days a week, 365 days a year via www.cigna.com (preferred) email paper (mail or fax) <p>We will be assigning the State of Nebraska's account to a claim management team in our Plano, Texas, regional claim office. Our Plano, Texas claim office hours of operation are from 8:00 a.m. to 5:00 p.m. (CST) Monday through Friday. Cigna's national intake centers are located in Phoenix, Arizona, and Plano, Texas (Cigna Pointe service center). The intake centers have extended hours (Monday through Friday, 7:00 a.m. to 7:00 p.m. [CST]) to readily accommodate various client and employee locations.</p> <p>We strive to return calls within two hours (or within the same business day); we require a next-day response</p>
11.	

	<p>if we receive the call after 3:00 p.m. Individuals who have a hearing or speech impairment may use the Telecommunications Relay Service, accessible by dialing 711, or a TDD to connect to our customer service department.</p>
	<p>Initial claim intake, validation of initial and continuing disability.</p>
12.	<p>Response: Yes. To evaluate a disability for claim approval, we verify the following information:</p> <ul style="list-style-type: none"> • claimant eligibility • employment information • clinical evidence of disability <p>We expertly manage each claim from receipt to claim termination, which includes transition from STD to LTD and assistance with the SSDI application process and appeal filing, if necessary.</p>
	<p>Provide routine underwriting and actuarial services.</p>
13.	<p>Response: Yes. We would perform these services for the State of Nebraska as needed.</p>
	<p>Make determinations with respect to submitted claims, including claim investigation and analysis prior to payment.</p>
14.	<p>Response: Confirmed. We assign disability claim teams to client accounts and ensure assigned teams are knowledgeable about those individual client policies and return-to-work programs. Each team is made up of claim managers, a nurse case manager, a vocational coach, a senior claim manager, and a team leader. Supporting this team is a network of Cigna expert resources, which includes medical directors, pharmacists, psychiatric medical directors, and behavioral health specialists, who are part of our nurse case manager staff.</p> <p>To make the disability determination, the claim manager evaluates the claim based on five key elements:</p> <ul style="list-style-type: none"> • Symptoms - Do they align with the diagnosis? • Treatment - Is it appropriate for the diagnosis? • Occupational Requirements - What are the requirements of the claimant's job? • Functional Capacity - What is the claimant able to do? • Return to work - Has an estimated return-to-work date been established? <p>To help determine disability durations, we use the Reed Group's Medical Disability Guidelines. We evaluate claim elements and medical progress against these guidelines for the condition identified, taking into consideration factors and comorbid conditions. On complex claims, our nurse case manager or medical director may also share the guideline information with the employee's doctor as a starting point to frame expectations when discussing durations.</p>
	<p>Maintain claim files to support payment, denials and appeals. Documentation must be legally acceptable and readily accessible.</p>
15.	<p>Response: Confirmed. We maintain hard copy closed claims files for a minimum of 10 years from the last touch date. There are two exceptions to this process. For Canadian residences, we must retain the files for 15 years from the last touch date, and we must retain the file if the claimant is under 21 at the time the claim is closed until he or she reaches the age of 21 plus an additional 10 years.</p>
	<p>Medical review and integration with medical administrator for co-management of claim.</p>
16.	<p>Response: Cigna can provide back-end referrals at no additional cost for employers with STD (insured or ASO). Cigna will make referrals to the employer's EAP or disease management vendors.</p> <p>We make referrals to an employer's EAP vendor at intake, prior to reaching an intake advocate, as part of the intake phone recording. The recording advises the caller to ask his or her intake advocate for more information about the program. The intake advocate is able to provide a description of the program and offers the toll-free EAP number. Because every caller is offered information about EAP, reporting is not provided.</p> <p>We make referrals to the employer's disease management program directly to the disease management vendor via a weekly report. We base referrals on a list of conditions (up to 10 diagnostic categories) that the employer selects. Reporting is available annually and contains the number of referrals made to the</p>

	employer's disease management vendor.
	Evaluate and recommend Return to Work options and accommodations.
17.	Response: Agreed. During implementation, we will discuss the State of Nebraska's existing return-to-work, transitional/modified-duty programs so we can thoroughly understand the details of the organization's policies. The State's designated claim management team will work directly with supervisors and/or HR staff on a case-specific basis to identify possible job modifications consistent with a doctor's assessment of functional capabilities.
	Transition from STD to LTD, when applicable.
18.	Response: Confirmed. Our process for transitioning claims from STD to LTD takes the burden off of the employee, ensures a seamless transition, and eliminates the need for redundant claim filing.
	Fraud monitoring and detection.
19.	Response: Confirmed. We train our claim managers to recognize red-flag indicators for malingering employees. If there are questions about an employee's functional level and qualification for disability, we immediately conduct a thorough file review. We contact the treating doctor(s) to confirm the severity of the disability and/or request details on the employee's current condition to clarify his or her functional level. If this does not clarify the situation, we may ask the employee to undergo a functional capacity evaluation. We may also interview the employee and analyze his or her transferable skills or potential for retraining through rehabilitation. As a last resort, we can arrange for surveillance of the employee through our Special Investigations Unit (SIU) to determine his or her true capabilities.
	Provide ongoing assistance in administration, claim adjudication, and general problem solving. Periodic account servicing meetings will be held with the account manager and claims support group.
20.	Response: Confirmed.
	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.
21.	Response: Confirmed.
	Design, submit for approval, and print enrollment forms with the State's logo for use by plan participants to enroll, and change their coverages, in accordance with plan provisions.
22.	Response: Confirmed.
	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.
23.	Response: Confirmed. For insured plans, preparation and printing of the SPD is not considered a standard service. Should you require Cigna to prepare and print SPDs for your group, an additional fee is involved. We can provide certificate language to be used with a client-produced SPD.
	Handles problems and complaints initially and pursues all other inquiries in a timely fashion and advises State of NE of escalated issues and recurring patterns.
24.	Response: Confirmed. We view complaints as an opportunity for our staff to identify service and decision quality opportunities, address them with a sense of urgency, and learn from them to improve the overall experience for our clients and their employees.
25.	Develops enrollment materials. Provide an example of an employee enrollment kit.

	<p>Response: Confirmed. Following this section, we have included within your proposal binder, a sample strategy, illustrating Cigna's overall communications and enrollment capabilities.</p>
<p>IMPLEMENTATION</p>	
	<p>Provide a detailed timeline and implementation plan including deadlines set forth in this RFP including State resources and personnel required.</p>
26.	<p>Response: Confirmed. Cigna is committed to ensuring every client experiences an efficient, smooth, and accurate account implementation.</p> <p>At a high level, our process is as follows:</p> <ul style="list-style-type: none"> • Cigna receives confirmation of sale. • Cigna contacts State of Nebraska to schedule the implementation kick-off meeting. • During the implementation kick-off meeting, we review the implementation guide, which includes the implementation schedule. • State of Nebraska verifies plan designs and basic plan information. • Jessica Myer generates and distributes a package containing the forms needed to set up the account. • State of Nebraska completes the forms. • Jessica works with State of Nebraska's representative to finalize details in the implementation guide and begin the internal account implementation process. Cigna supports enrollment activity, as discussed during initial implementation. • Cigna sets up an electronic interface meeting to review data transmission options (as appropriate). • The Cigna implementation team verifies that the account is operational and setup tasks are complete. • The Cigna account management team conducts administration meetings with the employer to review ongoing processes. <p>Implementation will take approximately 10–12 weeks, depending on the plan coverages and/or services selected as well as the date Cigna is notified of the sale. A detailed timeline of our implementation project plan has been provided with our proposal submission, on CD.</p>
27.	<p>No statement of health or medical evidence will be imposed upon the initial group of covered employees.</p> <p>Response: Confirmed. During an approved open enrollment period, applications for disability insurance coverage are not medically underwritten and evidence of insurability is not required; however, applications for disability insurance coverage from late entrants are medically underwritten and evidence of insurability is required.</p>
28.	<p>Provide coverage to all present participants enrolled on the program effective date. No active employees or disabled employees shall lose coverage as a result of a change in the Contractor.</p> <p>Response: Confirmed. Our policy is designed to help prevent employees from losing coverage because of a change in carriers. Time spent under the previous carrier's policy will satisfy the preexisting condition limitation clause under Cigna's policy (as long as the person is working full time on the start date of the new policy).</p> <p>If the employee has completely satisfied the preexisting condition limitation period under the previous carrier's policy, the limitation will not apply under Cigna's policy. If some but not all of the preexisting condition limitation has been satisfied under the previous policy, the employee will be credited for the time satisfied under that plan.</p>
29.	<p>Any "actively at work" requirements will be waived for current covered employees.</p> <p>Response: Cigna's contract requires that employees be in active service on the start date of the policy to be eligible for coverage. Our definition of "active service" encompasses various categories (e.g., vacation days, an employer-approved paid leave of absence not due to the employee's own illness). If an employee is not in active service on the start date, he or she must return to active service for a full day for coverage to become effective.</p>

30.	<p>Identify any programs, systems, or administrative opportunities that your organization can provide during the implementation process that would be beneficial to the State.</p> <p>Response: One of the advantages of selecting Cigna as your carrier is that we provide a national implementation manager who manages every aspect of implementation to ensure a smooth transition for you and your employees. Our national implementation manager works closely with your designated representatives to</p> <ul style="list-style-type: none"> • finalize and confirm plan design; • coordinate appropriate systems setup; • discuss, review, and finalize communication and enrollment materials as well as strategy; • coordinate with internal partners as appropriate; and • engage necessary resources to support the technical needs of the clients, which may include reporting, eligibility feeds, and online access.
REPORTING	
31.	<p>Monthly, quarterly, semi-annual, and annual reporting including but not limited to: Utilization, approvals/denials of coverage, etc.</p> <p>Response: Confirmed. Cigna offers an extensive disability reporting package to help employers better manage their disability programs and control costs. Reports provided include the following:</p> <p>Disability Operational Reports Our disability operational reports (claim status, advice-to-pay, and claim intake reports) are available online at CignaAccess.com; these reports can be set up to post daily, weekly, and/or monthly based on the individual needs of the employer. Our online portal also includes ad hoc functionality that allows users to create and run custom reports at any time with the produced data updated nightly. In addition, we offer an on-demand claimant search tool that provides claim level information that is refreshed daily.</p> <p>Consultative and Analytical Reports Includes annual analysis of trends and opportunities, plan design, standard industrial classification (SIC) code, industry benchmarking, comparison of key metrics across benchmarks, and independent industry benchmarks for duration</p> <p>Cigna Express®-Disability Reporting Cigna Express-Disability, a Cognos cube tool, can be accessed through CignaAccess.com and are produced monthly.</p> <p>Disability Summary and Trends Reports Disability summary and trends reports are available via CignaAccess.com as a PDF and are produced quarterly.</p> <p>Tax Reports Addresses FICA and W-2 reporting requirements (provided weekly, monthly, or annually)</p> <p>Integrated Reporting Offers integrated activity report for employers with disability and health care coverage under an integrated program with Cigna.</p>
32.	<p>A year-end financial accounting for the program within 60 days of the contract anniversary date.</p> <p>Response: We will prepare an annual experience accounting in accordance with the experience-rating agreement. This will occur approximately 60 days after the close of the policy period. In the event of policy termination, a final accounting is done at least 12 months following the policy end date (or based on the participating agreement).</p>
33.	<p>Maintain an internal audit program and provide the State with a copy of the most recent internal audit report upon request.</p> <p>Response: Confirmed. We design our Cigna quality audit processes to ensure we are meeting our established standards for performance while enhancing our overall performance management; however, we do not publish the results of our audits externally.</p>

PERFORMANCE GUARANTEES

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

Response: Confirmed. Cigna can offer performance guarantees for implementation, account management, and process management. Performance guarantees may be implemented on a one-year basis subject to an agreement with State of Nebraska and meeting certain premium generation minimums. We currently have performance standards for the service areas specified in the following chart:

Performance Standard Category	Services
Implementation	<ul style="list-style-type: none"> • agreement/contract issuance • certificate delivery • enrollment materials delivery • claim administration readiness • account specifications • implementation survey
Account Management	<ul style="list-style-type: none"> • response to all phone calls/emails • communication • prearranged meetings/reviews • issue resolution • renewal notification
Process Management	<ul style="list-style-type: none"> • phone accessibility (response time and abandonment rate) • claim decision time • payment accuracy • coding accuracy • LTD offset management • complaint resolution

We will place a 2 percent of insured premium and 10 percent of administration fees at risk. Specific performance elements and associated fees at risk will be finalized during the sales process. A sample performance guarantee document has been included within your proposal binder, following this section.

BILLING

Attach a description of premium billing procedures.

35. Response: We have provided Cigna's premium billing procedures on the back cover of your proposal binder, on CD.

Maintains a process for the correction of under and over payments.

36. Response: For fully insured coverage, if an overpayment has occurred, the claim manager will calculate the overpayment and refer the claim to the overpayment recovery team for communication and repayment recovery. The overpayment recovery specialist will contact the claimant and send written correspondence explaining the reason for and the amount of the overpayment along with options available for repayment. If we receive no response within 30 days, we send a second request and continue to pursue the overpayment until efforts are exhausted.

Claimants are told if we refer an overpayment to a secondary collection specialist company. Significant overpayments (typically \$25,000 and above) are referred to legal only after internal collection efforts are exhausted.

37.	<p>Withhold Medicare taxes from the disabled employee's disability benefits and remits them to the federal government.</p>
	<p>Response: On insured business, the insurance company is responsible for paying (depositing) taxes withheld from employees to the IRS and for reporting these payments using Form 941 and the insurance company's employer identification number.</p> <p>For self-insured business funded through a risk-bearing trust, we can deposit and report the taxes using the same process.</p>
38.	<p>Remits the State's portion of Medicare tax (from a State Medicare matching Fund) to the federal government.</p>
	<p>Response: Confirmed.</p>



CIGNA VOLUNTARY SOLUTIONS

Accidental Injury, Critical Illness and Hospital Care Insurance.

Help your employees be more productive and financially protected

In today's rapidly changing business environment, organizations and their employees have multiple and evolving needs. As the employee benefits landscape changes, so does the role of voluntary benefits solutions. Voluntary benefits are a tangible part of an overall comprehensive and engaging benefits strategy. They can offer an opportunity to foster a greater sense of security for your employees and contribute to the overall health and well-being of your workforce - with minimal effort and cost.

The Cigna difference

As a health services company, we have the capabilities and insights to deliver a more connected approach to your overall benefits strategy. We have a holistic view of health that allows us to deliver personalized, proactive support to help you and your employees be healthy, productive and more financially protected. Our customer-centered approach is designed to provide a better client and customer experience.

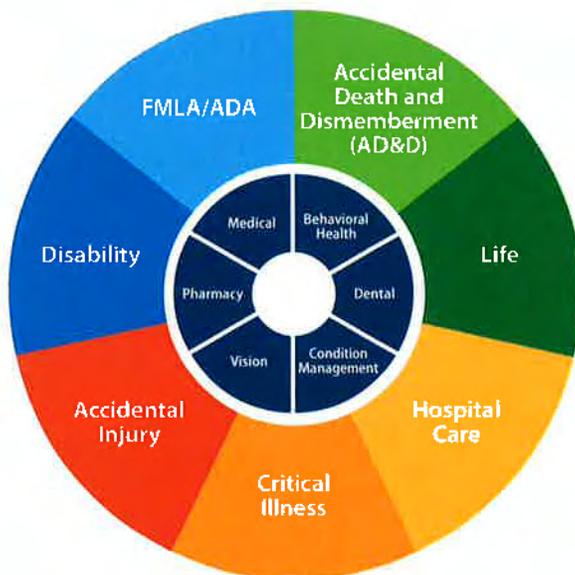
Our voluntary solutions¹

Cigna offers solutions that are designed to help employees, whether they are healthy, sick or injured. We understand that you and your employees need protection and support in all stages of life.

Value from day one

Robust and engaging communication tools help your employees understand the value of their benefits. Your employees can use the following programs throughout the year without ever filing a claim²

- › Will preparation
- › Identity theft
- › Health services discounts



68% of U.S. employers offer voluntary benefits³



54% of U.S. employees are enrolled in at least one voluntary benefit⁴

Together, all the way.®



Offered by: Life Insurance Company of North America, Cigna Life Insurance Company of New York, or Connecticut General Life Insurance Company.

How it works



Simple enrollment

- ▶ Enrollment solutions at no additional cost
- ▶ Tools that drive employee participation
- ▶ Customized enrollment strategy support
- ▶ Resources and tools for employees through the myCigna® online portal and mobile app⁵



Administrative ease

- ▶ Single platform for ancillary and voluntary products
- ▶ Single sign-on capabilities with multiple third-party vendors⁶
- ▶ Convenient access to employee data
- ▶ Leave behind administration support



Health advocacy⁷

- ▶ Dedicated personal health advocate for individual assistance
- ▶ Assistance with a wide range of health care and health insurance issues
- ▶ Financial support – medical/dental fee negotiation, bill review and resolution



Value

- ▶ Employees receive additional financial protection
- ▶ Companies can offer a cost-effective and robust benefits package
- ▶ Benefits expertise from a total health and well-being company

For more information, call your
Cigna sales representative or broker today.
Cigna.com/group-voluntary

Administration and enrollment

Consolidating multiple product offerings with a single carrier helps improve the overall service experience for you and your employees. It can also create administrative efficiencies. Our robust suite of enrollment and administrative services simplify the process to make it easier for you to manage.

Customized employee communication and enrollment

When employees receive the right education, they understand their choices and can make the right coverage decisions. This can help provide a sense of security, improved health and well-being, and ultimately, more productive, loyal employees.

Your dedicated Enrollment Solutions Manager provides a more engaged enrollment experience by working with you to customize your enrollment and communications strategy designed to meet your organization's and your employees' specific needs that may include:

- ▶ Easy-to-understand enrollment materials
- ▶ Campaigns to drive/improve awareness
- ▶ Helpful, onsite Q&A meetings or webinars so employees can get information from a Cigna representative
- ▶ Internet-based presentations, customized multimedia tools, or a customized website to increase employee awareness and participation

Our enrollment options

Enjoy an enrollment experience that includes these flexible options at no additional cost:

- ▶ Online, paper and phone enrollment options
- ▶ Licensed representatives to answer questions and capture the enrollment election
- ▶ Your choice of "plug 'n play" capabilities
- ▶ Client billing portal, payroll deduction services, conversion notices, beneficiary services and online medical underwriting to reduce administrative burden

1. Critical Illness, Accidental Injury, Hospital Care and Cigna-managed enrollment are available to groups of 250+. 2. **These programs are NOT insurance and do not provide reimbursement for financial losses.** Customers are required to pay the entire discounted charge for any discounted products or services available through these programs. Programs are provided by third party vendors, and not by Cigna. Programs may not be available in all states and are subject to change. Contact your Cigna representative for details. 3. Lastbridge Consulting, "MarketVision - The Employer Viewpoint Spotlight Report," October 2016. 4. Eastbridge Consulting, "MarketVision - The Employer Viewpoint Spotlight Report," December 2017. 5. Only available if an eligibility file is provided to Cigna. 6. Some exclusions may apply. 7. **Health advocacy services are NOT insurance or medical services.** Health advocacy services are provided under a contract with Health Advocate, Inc., and subject to the terms of that contract. Bill negotiation/resolution services are available only for the non-covered portion of bills over \$400. This program is included with Cigna Group Accidental Injury, Critical Illness and Hospital Care coverage, and available with Group Disability and Life coverage for an additional cost. Not available to current Health Advocate clients. Program may not be available in all states and is subject to change.



GROUP ACCIDENT, CRITICAL ILLNESS AND HOSPITAL CARE (INDemnITY INSURANCE POLICIES PAY LIMITED) BENEFITS ONLY. THEY DO NOT CONSTITUTE COMPREHENSIVE HEALTH INSURANCE COVERAGE AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS COVERAGE DOES NOT SATISFY THE "MINIMUM ESSENTIAL COVERAGE" OR INDIVIDUAL MANDATE REQUIREMENTS OF THE AFFORDABLE CARE ACT (ACA). THIS COVERAGE IS NOT A MEDICAID OR MEDICARE SUPPLEMENTAL POLICY.

Product availability may vary by location and plan type is subject to change. All group insurance policies and benefit plans may contain exclusions, limitations, reduction of benefits, and terms under which the policies may be continued in force or discontinued. For costs and complete details of coverage, contact your Cigna representative.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation. Group Universal Life (GUL) Insurance policies are offered by Connecticut General Life Insurance Company. Term life, disability, accident, accidental injury, critical illness and hospital care indemnity plans or insurance policies are insured or administered by Life Insurance Company of North America, except in NY, where insured plans are offered by Cigna Life Insurance Company of New York (New York, NY). Policy forms: GUL - XX-603404 et al; Disability & Term Life - TL-004709 et al; Accident - GA-00-1000.03 et al; Accidental Injury - GA-00-1000, GA-00-1000.03; Critical Illness - GC-00-1000, GC-02-1000, GC-00-0000.03, GC-02-0000.03 et al; Hospital Care (Indemnity) - GIIP-00-1000, GIIP-00-1000.03a. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

Table of Service Performance Measures – Implementation

Total Amount at risk: the lesser of 2% of Insured Premium plus 10% of Administrative Fees or \$XXX,000.

Client Name: XYZ Company, Inc.

Policy Number¹: FLX123

Implementation Performance Measures

Performance Standard	Basis of Measurement	Evaluation Method	Penalty Amount
1. <u>Initial Agreement/Contract</u> will be issued within 30 business days following resolution of all outstanding issues related to plan design and/or agreement language.	Client Specific	Actual completion dates for implementation services will be compared to the performance standard. ²	20% of the amount at risk
2. <u>Service Readiness</u> System requirements for claim intake and service will be configured prior to the coverage effective date.	Client Specific	Actual completion dates for implementation services will be compared to the performance standard. ²	20% of the amount at risk
3. <u>Implementation Survey</u> results of 'Satisfied' or better as measured by the client will be considered client satisfaction.	The Standard Client Implementation Survey will be sent to the Client 90 to 180 calendar days after the effective date to mutually agreed upon Client representatives.	<p>The client will complete the on-line survey. A score of 'Satisfied' or better, as measured by an average of the designated members of the Client's staff is considered client satisfaction.</p> <p>In order for the Client Satisfaction Guarantee to be binding, Client must complete the Standard Client Implementation Survey within thirty (30) business days of receipt.</p>	20% of the amount at risk

Table of Service Performance Measures – Implementation

Total Amount at risk: the lesser of 2% of Insured Premium plus 10% of Administrative Fees or \$XXX,000.

Client Name: XYZ Company, Inc.

Policy Number¹: FLX123

Performance Standard	Basis of Measurement	Evaluation Method	Penalty Amount
<p>4. <u>Certificate Delivery</u> will adhere to the Implementation Schedule and will occur within 30 business days following receipt of the client's approval of Policy and Certificate Drafts.</p>	Client Specific	Actual completion dates for implementation services will be compared to the performance standard. ²	20% of the amount at risk
<p>Optional Implementation Performance Measure <i>The following implementation measures will apply if the client has purchased a voluntary plan.</i></p>			
<p>5. <u>Enrollment Materials</u> (Voluntary Plans Only) for all eligible participants under the Plan will be delivered in accordance with the agreed upon Implementation Schedule (assuming resolution of all outstanding issues related to plan design, electronic eligibility feeds, enrollment system fit, etc).</p>	Client Specific	Actual completion dates for implementation services will be compared to the performance standard. ²	20% of the amount at risk
<p>Notes – Implementation ¹Performance measures will not be offered for the implementation of statutory disability plans due to installation requirements governed by the state in which the plan applies. ²Cigna shall not be considered to have failed to meet an implementation service standard if (i) such failure results from the Plan's failure to fulfill its obligations as of the designated completion dates set forth on the Implementation Calendar, or (ii) the Plan or a participant under the Plan or third party fails to provide Cigna with proper and accurate information needed for Cigna to successfully accomplish an implementation service. In the event the Plan determines it cannot fulfill an obligation as of a designated completion date, the Plan will notify Cigna and the parties will, if necessary, amend the Implementation Calendar, in writing, upon terms mutually agreed to by the parties.</p>			

Table of Service Performance Measures

Total Amount at Risk:

Year 1 (XX/XX/20XX-XX/XX/20XX) Total Amount at risk: the lesser of 2% of Insured Premium plus 10% of Administrative Fees or \$(XXX,000- implementation \$).

After Year 1 (XX/XX/20XX-XX/XX/20XX) Total Amount at risk: the lesser of 2% of Insured Premium plus 10% of Administrative Fees Or \$XXX,000.

Client Name: XYZ Company, Inc

Policy Number: FLK123

Account Management

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
<p>CIGNA guarantees that the account management services CIGNA provides in connection with the Plan will be satisfactory. Performance measurements will include:</p> <ul style="list-style-type: none"> a. Acknowledge all telephone/e-mails from the Plan within one business day establishing a clear expectation for timely resolution of the request b. Communications (verbal & written) as well as face to face meetings with Plan are regular as defined by the plan and Account Manager c. Account Manager is consultative and solutions oriented utilizing knowledge of CIGNA's products & services to complement the Plan d. Concerns with the Plan are identified and addressed in a timely manner. e. Expert knowledge of the Plan including specific program requirements . 	<p>Client Specific</p>	<p>Completion of the Standard Annual [Semi-Annual, Quarterly] Account Management Survey.</p> <p>A score of 'Satisfied' or better, as measured by an average of the designated members of the Client's staff is considered customer satisfaction.</p>	<p>XX/XX/XXXX-XX/XX/XXXX for all metrics</p> <p>Penalties will be payable based on annual results (if offering a multi-year guarantee).</p>	<p>X% of the total amount at risk</p>

Table of Service Performance Measures

Client Name: XYZ Company, Inc

Policy Number: FLK123

Account Management - Continued

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
Plan Performance/Reporting Semi-annual (Quarterly) Meetings to discuss financial experience, claim analysis and trending, overall plan performance	Client Specific			X% of the total amount at risk
Renewal Management Provide the Plan with renewal notice 180 days before each rate guarantee termination date. Complete renewal package justifying the proposed renewal action will be presented at that time.	Client Specific			X% of the total amount at risk

Table of Service Performance Measures

Client Name: XYZ Company, Inc

Policy Number: **FLK123**

Customer Service – Disability Intake Service Center

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
<p>Average Speed to Answer: Calls will be answered in 30 seconds or less, based on an annual average and book of business.</p>	<p>Network Level based on all calls received in the Intake Center during the term of the agreement.</p>	<p>Measured via report of all calls received in the Intake Center.</p>		<p>X% of the overall PG dollars at risk.</p> <p>≤30 seconds - no penalty >30 seconds and ≤45 seconds - 50% of the above >45 seconds - 100% of the above</p>
<p>Abandonment Rate: Abandonment Rate will be 3.5% or less, based on an annual average and book of business.</p>	<p>Network Level based on all calls received in the Intake Center during the term of the agreement.</p>	<p>Measured via report of all calls received in the Intake Center.</p> <p>Abandonment rate reflects those callers that disconnect their call prior to being connected to a representative¹.</p>		<p>X% of the overall PG dollars at risk.</p> <p>≤3.5% - no penalty >3.5% and ≤5.5% - 50% of the above >5.5% - 100% of the above</p>
<p>Notes – Disability Intake Service Center ¹ Any call that abandons in 30 seconds or less (ASA Standard) will not be counted as an abandoned call since the caller did not give us the opportunity to answer the call within our standard.</p>				

Table of Service Performance Measures

Client Name: XYZ Company, Inc

Policy Number: FLK123

Customer Service – Disability

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
<p>STD Decision Time For all STD claims received for the Policy/Planholder during the annual evaluation period, 95% of initial decisions will be made within 5 business days of receipt of all information required for the decision.</p>	<p>Client Specific level based on a report of all claims processed for the customer during the annual evaluation period¹.</p>	<p>Decision time will be measured from the date of receipt of all information required for the decision to the date the decision is reached and documented in the claim system.</p>		<p>X% of the overall PG dollars at risk.</p>
<p>STD Payment Accuracy For all STD claims received in the Field Claim Office servicing the Policy/Planholder during the annual evaluation period, 95% of claim dollars will be paid correctly.</p>	<p>Field Claim Office level based on random audit of all STD files processed in the claim office during the annual evaluation period.</p>	<p>Will be calculated as the total correct dollars minus the total dollars that were paid incorrectly, including overpayments and under payments, divided by the total correct dollars.</p>		<p>X% of the overall PG dollars at risk.</p>
<p>STD Coding Accuracy For all STD claims received in the Field Claim Office servicing the Policy/Planholder during the annual evaluation period, coding will be 95% correct.</p>	<p>Field Claim Office level based on random audit of all STD files processed in the claim office during the annual evaluation period.</p>	<p>Will be calculated by dividing the total correct coding items by the total number of coding items audited.</p>		<p>X% of the overall PG dollars at risk.</p>

Table of Service Performance Measures

Client Name: XYZ Company, Inc

Policy Number: FLK123

Customer Service – Disability – Continued

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
<p>LTD Decision Time For all LTD claims received for the Policy/Planholder during the annual evaluation period, the average time for initial LTD decisions will be 45 calendar days or less².</p>	<p>Client Specific level based on a report of all claims processed for the customer during the annual evaluation period.¹</p>	<p>Decision time will be measured from the date of receipt of notice of LTD claim to the date the decision is reached and documented in the claim system. In the case of claims transitioning from STD to LTD, date of receipt is deemed to be the date the claim is transitioned from the STD claim team. The calculation represents the arithmetic mean of all decisions made during the evaluation period.</p>		<p>X% of the overall PG dollars at risk.</p>
<p>LTD Offset Management (Social Security) For LTD claims received for the <u>Policy/Planholder</u>, 95% of all claimants who meet our referral criteria will be offered assistance with their initial Social Security application within 30 days of their Long Term Disability claim approval³.</p>	<p>Client Specific level based on a report of all claims processed for the customer during the annual evaluation period.¹</p>	<p>Time will be measured from the date of approval to the date of offer of assistance.</p>		<p>X% of the overall PG dollars at risk.</p>
<p>LTD Payment Accuracy For all LTD claims received in the Field Claim Office during the annual evaluation period, 95% of claim dollars will be paid correctly.</p>	<p>Field Claim Office level based on random audit of all LTD files processed in the claim office during the annual evaluation period.</p>	<p>Will be calculated as the total correct dollars minus the total dollars that were paid incorrectly, including overpayments and under payments, divided by the total correct dollars.</p>		<p>X% of the overall PG dollars at risk.</p>

Table of Service Performance Measures

Client Name: XYZ Company, Inc

Policy Number: FLK123

Customer Service – Disability – Continued

Notes – Disability

¹In the event there are fewer than 50 claims received annually, performance will be measured at the field claim office level.

²Cigna reserves the right to review and amend this metric in the event of circumstances causing delays in claim processing that are beyond our control. This may include, but is not limited to delayed responses for information from the client, non-standard contract provisions or non-standard claim filing procedures.

Cigna will notify the customer of the specific issues and will ensure that any amendment to this metric is acceptable to all parties.

³Qualified Claimants will be those who meet **all** of the following criteria:

- 1 - As of the date of approval, are not expected to return to work within 9 months from the onset of disability.
- 2 - Are not within 6 months of Social Security full retirement age as of the Benefit Start Date.
- 3 - Are not making claim for disability based on a diagnosis of pregnancy.
- 4 - As of the Benefit Start Date, are not earning greater than the Social Security earnings threshold (\$1070/month in 2014).

II. Terms and Conditions

II. TERMS AND CONDITIONS

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

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

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

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL -

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AC			Nebraska insurance laws (§44-761(1)) require that the policy of insurance be written on state insurance department approved forms and contain the entire contract. If awarded the business, we will issue policies on state-approved forms that reflect the substantive terms stated in our proposal. While provisions of our proposal will be reflected, where appropriate, in the policy or in other related agreements, we cannot agree to incorporate our proposal in its entirety into the contract.

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION -

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AC			<p>B. Acknowledged.</p> <p>C. Governing Law: we can accept all except as follows: (1) Policies of insurance will be governed by the laws of the state in which they are delivered; and (2) we consent to jurisdiction and venue in state or federal courts within Nebraska</p>

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

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

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK -

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AC			We will provide an initial contract and certificates within 30 business days following resolution of all outstanding issues related to plan design and/or agreement language.

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:
AC			When a contract change is determined, we will issue a new contract or amendment upon request. We will issue a new contract or an amendment within approximately 30 days of receiving the needed information.

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:
AC			Acknowledged.

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:
AC			Termination must, under Nebraska law, be done consistently with the terms of the policies. The policyholder or the insurance company may cancel the policy as of any premium due date by giving 31 days' advance written notice. If the premium is not paid when due, the policy will automatically be canceled as of the premium due date, except as provided in the policy grace period section. In addition, the insurance company may cancel the policy as of any premium due date if participation requirements are not met.

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:
AC			Acknowledged.

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:
AC			To the extent that Cigna has provided responses in this RFP, which were definitive and accepted by the State of Nebraska, Cigna agrees to issue policies reflecting the agreed-upon specifications. The provisions of the insurance policy will supersede the RFP.

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:
AC			<p>Our insurance policy itself makes us directly liable for the promised benefits, regardless of whom a claim may be asserted against. There is, therefore, no need for a separate hold harmless agreement.</p> <p>For fully insured benefits, it is our practice, where a policyholder is sued in connection with a claim not involving acts or omissions of the policyholder, to assume the defense of the policyholder; however, we will not accept responsibility for any liability that arises from actions by the policyholder, your employees, or agents.</p> <p>For self-insured benefits where the employer in effect operates as the insurance company and assumes the business and financial risks of the program, our agreements provide that we will use ordinary and reasonable care in the performance of our duties, but shall not be liable to the employer for mistakes of judgment or other actions taken in good faith. We do assume responsibility for any claim relating to misuse of benefit check stock.</p>

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action,

losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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:
AL			Attorney fees in any dispute between the parties shall be as determined by a court.

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:
AC			Agreed.

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:
AC			Acknowledged.

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:
AC			Acknowledged.

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:
AC			Acknowledged. Cigna is committed to complying with every privacy law applicable to its operations, including the Gramm-Leach-Bliley Act (GLBA), the National Association of Insurance Commissioners (NAIC) Insurance Information and Privacy Protection Model Act, and the NAIC Privacy of Consumer Financial and Health Information Model Regulation. We have integrated compliance with these requirements into our business practices..

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:
AC			Termination must, under Nebraska law, be done consistently with the terms of the policies. Either Cigna or the State of Nebraska may cancel the policy as of any premium due date by giving 31 days' advance written notice. If the premium is not paid when due, the policy will automatically be canceled as of the premium due date, except as provided in the policy grace period section. In addition, the insurance company may cancel the policy as of any premium due date if participation requirements are not met.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. In the event of policy termination, either on or off policy anniversary date, Contractor will fully account for all reserves and return to The State any unused portion.
3. 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.
4. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT –

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AC			<p>As insurer, Cigna will continue to be responsible for continued payment of all claims incurred during the term of the policies, until they expire per the terms of the policies.</p> <p>All other records relating to the insurance would be maintained by the State. We therefore do not anticipate that transition services such as are described here would be necessary, in the event of a future change in insurance carrier.</p>

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

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

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

III. Contractor Duties

III. CONTRACTOR DUTIES –

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Ac			Agreed, subject to the following. Cigna does not retain subcontractors to support particular client contracts, but has retained the services of vendors to assist it in its own performance of duties. Cigna is responsible for payment of all benefits, as well as all liabilities resulting from acts or omissions of vendors that it has retained to assist it. Cigna cannot agree to flow-down of specific contract provisions.

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS –

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AC			<p>Confirmed. Cigna Corporation and its subsidiaries have policies and procedures in place for performing background checks on newly hired employees as a condition of employment. Before we can place any employee on the Cigna payroll system, he or she must successfully pass a drug test and a preemployment background check conducted by the approved vendor.</p> <p>The standard background check includes the following:</p> <ul style="list-style-type: none"> • SSN Trace - provides the home address associated with the new hire's SSN (used for the additional county check of the criminal search) • SSN Confirmation - confirms the SSN belongs to the new hire • Employment Verification - verifies employment for the past seven years • Criminal Felony and Misdemeanor Check - verifies counties where a new hire has lived and worked during the past seven years • Education Verification - verifies highest degree received • Prohibited Parties - verifies candidates barred from employment (e.g., Office of Foreign Assets Control [OFAC], debarred parties, Specially Designated Nationals) • Health Care Sanction Check - Fraud and Abuse Control Information System (FACIS) Level 3 - conducts a search of sanction information, as reported by the following: <ul style="list-style-type: none"> - Office of the Inspector General - maintains a list of individuals excluded from participating in federal health care programs, including Medicare and Medicaid, because of previous undesirable behaviors - US General Services Administration - maintains a list of parties who have had federal actions against them and are currently excluded from receiving federal funds or from participating in federal programs - Federal and State Agencies - disciplinary actions taken by federal agencies and state licensing and certification agencies in the 50 states <p>In regards to item C. below, Cigna's continued success depends on our ability to attract, develop, and retain a diverse workforce of outstanding men and women, and we are committed to ensuring dignified treatment and a positive workplace for each of our employees.</p> <p>Our policy is to ensure a workplace with equal opportunity and mutual respect for our employees. We continue to recruit, hire, assign, advance, pay, educate, and retain employees solely on the basis of their qualifications and contributions. Discrimination against or harassment of any of our employees, including any unwelcome and offensive conduct, physical contact, requests, jokes, or comments related to gender, race, color, age, national origin, sexual orientation, gender identity, religion, veteran, disability, or marital status, will not be tolerated. This policy applies not only to employees but also to clients, vendors, and visitors to any Cigna property. It also pertains to any company-sponsored event, in the course of job-related travel, and in the use of any Cigna communication, including written or electronic.</p> <p>Employees who feel they are subjected to—or are aware of—discrimination or workplace harassment are asked to immediately notify management or HR. Retaliation for reporting concerns is prohibited, and confidentiality will be maintained to the fullest extent possible. Managers should not tolerate inappropriate behavior and should promptly report any</p>

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS –

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

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:
AC			Confirmed.

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:
		AC	This RFP relates to insurance. While the State reserves rights to use its own data, no intellectual property work product is within the scope of this RFP. Cigna reserves all rights to intellectual property developed by or licensed to it, either prior to or during the term of the agreement.

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

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

G. INSURANCE REQUIREMENTS -

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		AC	<p><u>Subcontractor Insurance:</u> Cigna's insurance programs do not extent to cover its subcontractors, vendors or suppliers. However, Cigna's insurance programs may respond to claims made by third parties alleging Cigna's negligence in retaining subcontractors, vendors or suppliers, subject to the applicable contractual and insurance policy terms and conditions. LINA shall, at its sole discretion, require each subcontractor under this Agreement to maintain reasonable and customary types and limits of insurance. Cigna is unable to purchase insurance on behalf of an unaffiliated non-Cigna third party as doing so would violate the insurability interest principle of risk transfer.</p> <p><u>Workers' Compensation Insurance:</u> Cigna maintains workers' compensation coverage in accordance with statutory requirements. Cigna participates directly in the state workers' compensation insurance funds for the following monopolistic states and territory: Ohio, Washington, and Puerto Rico. This coverage is provided through ACE American Insurance Company and ACE subsidiaries. Its limits are: statutory workers' compensation limits, employer's liability limits of \$1,000,000 each accident/disease-policy limit/each employee.</p> <p><u>Commercial General Liability Insurance:</u> Cigna's commercial general liability coverage insures Cigna for third-party bodily injury, property damage, and personal and advertising injury allegations made against the company. This coverage is offered through ACE American Insurance Company. Its limits are: \$1 million per occurrence / \$3 million aggregate. The policy contains a blanket additional insured provision that states the following: <u>Additional Insured(s)</u> - any person or organization that you are required, by written contract, to include as an additional insured. The policy also contains a waiver of subrogation provision that states the following: <u>Waiver of Transfer of Rights of Recovery Against Other</u> - any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed before the date of loss</p> <p><u>Umbrella Liability:</u> Cigna also maintains an umbrella liability policy via American Guarantee and Liability Insurance Company that provides limits in excess of the primary commercial general liability policy. Both policies are on an occurrence basis. This policy is provided through ACE American Insurance and its limits are: \$25 million per occurrence / \$25 million aggregate.</p> <p>Please note that contractual and independent contractor's insurance is not offered. In addition, we do not offer a 3rd Party Fidelity Crime Insurance and Cyber Liability Insurance for Non-Owned Disposal Sites, is not applicable to Cigna Group Insurance product offerings.</p>

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

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract. If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

3. **EVIDENCE OF COVERAGE**

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

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

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

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

4. DEVIATIONS

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

H. ANTITRUST -

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

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:
Ac			Acknowledged. Cigna companies follow a strict conflict of interest policy that prohibits any employee from being involved in any business transaction, which creates a conflict of interest, or might appear to create a conflict of interest. Cigna employees may not maintain any business relationship with any Cigna vendor without approval by our chief ethics officer, and Cigna employees may not have any involvement in any transaction with any client where doing so would create an actual or apparent conflict of interest.

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. ADVERTISING -

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

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.

K. DISASTER RECOVERY/BACK UP PLAN -

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

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.

L. DRUG POLICY -

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AC			Confirmed. Cigna is a drug-free workplace; however, Cigna does not state in every solicitation or advertisement for employees—either placed by or on behalf of Cigna—that Cigna maintains a drug-free workplace.

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES -

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

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

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

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

D. INSPECTION AND APPROVAL -

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AC			<p>Acknowledged. We will agree to an audit of our claims administration process; however, we ask that audits are scheduled in advance and within reasonable limits of time and frequency. Cigna will provide a nondisclosure agreement that will outline the auditor requirements and timing.</p> <p>We support external audits by providing resources to guide auditors through the electronic claim file that was requested. In addition, Cigna will provide space in our office for the review. During the audit, we are available to respond to questions about our internal procedures. Additionally, we can answer about how they were administered in specific claim situations.</p> <p>We do request a satisfactory claim audit agreement to protect the confidentiality of personal and proprietary information. Cigna will not bear the cost of hiring third-party auditors.</p>

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:
AC			Acknowledged. Note that we do not assess penalties for late payments.

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

F. LATE PAYMENT (Statutory)

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

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

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

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:
AC			<p>As noted previously, we will agree to an audit of our claims administration process; however, we ask that audits are scheduled in advance and within reasonable limits of time and frequency. Cigna will provide a nondisclosure agreement that will outline the auditor requirements and timing.</p> <p>We support external audits by providing resources to guide auditors through the electronic claim file that was requested. In addition, Cigna will provide space in our office for the review. During the audit, we are available to respond to questions about our internal procedures. Additionally, we can answer about how they were administered in specific claim situations.</p> <p>We do request a satisfactory claim audit agreement to protect the confidentiality of personal and proprietary information. Cigna will not bear the cost of hiring third-party auditors.</p>

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska ("the State"), through the Department of Administrative Services, currently offers Long Term Disability (LTD) to State employees. Beginning July 1, 2019, the State will also offer Short Term Disability (STD). The State is seeking proposals from qualified disability carriers to provide fully insured STD and LTD benefits, for the approximate 15,670 eligible state permanent and temporary employees, effective July 1, 2019.

The purpose of this RFP is to select a Contractor to provide all necessary and required services including staffing, systems and other critical components, which advances early return to work, notifications, insurance, fully insured premiums, claims adjudication, claims payment, customer service, underwriting, consulting, and reports for the State of Nebraska for:

1. Short-Term Disability (STD) plan (100% paid by the employee/post tax deductions), and
2. Long Term Disability (LTD) plan (100% paid by the employee/post tax deductions).

This RFP does not include group term life insurance, accidental death and dismemberment, optional term life insurance or any other employee benefits program.

The Contractor must be able to offer both STD and LTD.

Cigna's Response: Noted. We are providing a contract for voluntary STD/LTD group insurance products.

B. CURRENT AND FUTURE ENVIRONMENT

The current LTD benefits include only one (1) income option with four (4) qualifying (elimination period) options. A detailed description of age-banded premium rate for current LTD benefit options can be found in the Attachment B: Current Long Term Disability Benefits.

A summary of reports can be found in the following attachments:

- Attachment C Closed Claims Listing for Group
- Attachment D Open Claims Report
- Attachment E Group Paid Basis Report

Coverage is 100% voluntary, with employees covering the full cost of coverage. Premium rates are age-banded for both permanent and temporary employees. The State maintains the same LTD benefit options for employees under the labor contract as it does for those not under the labor contract. Of the State's eligible permanent and temporary employees, 6,375 are currently enrolled in one of the current LTD plan options.

Effective July 1, 2019, the State will provide a fully insured, full service administration, and 100% voluntary STD plan to the same population of permanent and temporary employees. The new STD plan will provide 1st day accident coverage, 8th day illness coverage, and will pay benefits up to six (6) months with 60% income option. Employees will not be required to exhaust their leave balances to begin receiving STD benefit payments. The LTD benefit offering will have one elimination period of six (6) months with 60% income option.

Cigna's Response: Acknowledged.

C. ADMINISTRATION REQUIREMENTS

This section contains specific work requirements related to the administration of the employee disability plans. The table identifies whether the State of Nebraska or the Contractor will perform the service. Contractor must provide the services, at a minimum, identified under the respective heading and coordinate the transition of cases that progress from short-term to long-term durations.

Cigna's Response: Acknowledged.

Responsibility	State of Nebraska	STD and LTD Contractor
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Responsibility	State of Nebraska	STD and LTD Contractor
1. ENROLLMENT and ELIGIBILITY	<p>A. Collects contributions from employees.</p> <p>B. Determines eligibility in all cases and maintains a database of enrolled employees.</p>	
2. CUSTOMER SERVICE	<p>A. Assists agencies and participants with eligibility and enrollment issues.</p> <p>B. Monitors the service agreements and insured contracts.</p> <p>C. Monitors carrier's performance and reviews customer complaints.</p>	<p>D. Assists participants and agencies with claims issues.</p> <p>E. Staffs a customer service department that provides telephone support to members via a toll free number.</p> <p>F. Maintains telephone technology for the hearing and visually impaired.</p> <p>G. Responds to participant questions on enrollment, claims and benefits.</p> <p>H. Handles problems and complaints initially and pursues all other inquiries in a timely fashion and advises State of NE of escalated issues and recurring patterns.</p>
3.COMMUNICATIONS	<p>A. Approves all communication materials prior to distribution.</p>	<p>B. Develops enrollment materials.</p> <p>C. Develops and produces a standard benefit description form and also makes it available in an electronic format.</p> <p>D. Develops benefits booklet (Summary Plan Description (SPD)/ Certificate of Coverage).</p> <p>E. Works with State of Nebraska communications personnel.</p> <p>F. Provides content for direct employee communications at the State's request.</p> <p>G. Provides assistance to State at Annual Open Enrollment meetings.</p>
4. CLAIMS PROCESSING		<p>A. Processes all claims.</p> <p>B. Maintains a process for the correction of under and over payments.</p> <p>C. Issues W-2 forms to employees.</p> <p>D. Withhold Medicare taxes from the disabled employee's disability benefits and remits them to the federal government.</p> <p>E. Remits the State's portion of Medicare tax (from a State Medicare matching Fund) to the federal government.</p>
5. CLAIM MANAGEMENT		<p>A. Maintains and provides effective case management and disability</p>

Responsibility	State of Nebraska	STD and LTD Contractor
		<p>management programs.</p> <p>B. Provides Return to Work services.</p> <p>C. Identifies and reports fraud.</p>
6. COORDINATION OF BENEFITS		A. Coordinates with other programs that provide Deductible Income (offset income) when applicable.
7. COORDINATION WITH OTHER INSURANCE COMPANIES OR VENDORS		A. Coordinates with State's online enrollment vendor
8. REPORTING		<p>A. Monthly and quarterly claims paid/denied reports must be available no later than the end of the month following the close of the period in question.</p> <p>B. A year-end financial accounting for the program within 60 days of the contract anniversary date.</p>
9. MISCELLANEOUS		<p>A. Attends quarterly meetings with State of Nebraska and other meetings as requested by the State at insurance company expense.</p> <p>B. Provides proposed fee changes by January 1 for the subsequent July 1 unless otherwise requested by the State.</p> <p>C. Advises State of any new regulatory compliance issues that affect the State's account.</p>

VI. Proposal Instructions

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

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

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

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

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

Cigna's Response: Confirmed. We completed sections II through VII and have signed and returned a Contractual Services form located within your proposal binder.

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.

Cigna's Response: The name of our company is Life Insurance Company of North America (LINA), Cigna Group Insurance's preferred underwriting company. Cigna Corporation was incorporated on November 3, 1981 in the state of Delaware.

Cigna Corporation, a holding company, has various operating subsidiaries and other contracted companies that are providing, administering, or underwriting the products, services, and plans referenced throughout this proposal. Products and services offered in this proposal are provided exclusively by such operating subsidiaries, and not by Cigna Corporation. The operating subsidiary of Cigna Corporation that is offering services under this proposal is LINA. LINA was incorporated in 1956 in the state of Pennsylvania.

Cigna's businesses rank among the largest health care and related employee benefits organizations in the United States. Our extensive group insurance experience and expertise provide employers with expert resources, world-class claim facilities, and wide-ranging plans and services to help attract and retain employees. The scope of our plans offers employers a new degree of flexibility for future planning and growth.

LINA and Cigna Life Insurance Company of New York (CLICNY) are the underwriting companies used most often by Cigna for life, accident, and disability insurance. LINA and CLICNY are wholly owned subsidiaries of Cigna Corporation.

Cigna provides specialized services that differentiate us in the employer marketplace. As employees are increasingly taking more ownership of their coverage decisions, employers are finding that employees often do not have the desire or capacity to plan beyond the immediate future.

Cigna offers services with our voluntary products that differentiate us in the employer marketplace. These services include the following:

- **Clinical Program Referrals** - We leverage medical information to make referrals to suitable health and wellness programs.
- **Cigna Simple File** - We help maximize employee benefit payments and create a better claim experience.
- **Auto Compare** - We automatically notify employees with qualifying Cigna medical, life, AD&D and LTD coverage to file their eligible Cigna voluntary claims.
- **Auto Claim** - We automatically submit employees' eligible Cigna voluntary supplemental health claims for employees who file their eligible Cigna STD claim.

Disability and FMLA

As the nation's number one disability underwriter in new business sales and number two in total book-of-business, Cigna has more than 50 years of disability insurance experience with more than 13,300 disability policies, covering over 7 million people and over \$2 billion in premium. More specific information follows:

- Cigna ranks first in FMLA market share with over 780 clients and 2.1 million covered lives.
- In 2017, we made 65.9 percent of our STD decisions within 5 business days from first notice, and we made 80.9 percent of STD decisions within 10 days from first notice.
- We managed over 102,104 LTD claims in 2017, with an average claim investigation and decision period of 36.1 days. Over 78.3 percent of LTD claims had a decision before the first benefit due date.
- In all, 88 percent of LTD claims receive a Social Security offset within 36 months, which helps reduce the employer's plan cost.

Disability and FMLA - Investment in Claim, Clinical, and Expert Resources

To achieve the best long-term results, we invest heavily in claim and clinical resources. As a result, we are able to apply more clinical and claim experts to help improve the health and productivity of employees.

Our clinical and claim staff can spend more time collaborating with employers, employees, their doctors, and Cigna's in-house network of resources to determine the best return-to-work strategy. Since 2010, we have made top quartile investments in our disability business, adding more than 700 people to help serve our clients. Cigna's disability staffing model invests in more clinical resources and lower caseloads than our competitors.

Our full-time claim staff includes the following:

- We have 400 STD claim managers (excludes senior/team leads).
- We have 348 LTD claim managers (excludes seniors/team leads).
- We have 116 nurse case managers.
- We have 28 behavioral health specialists.
- We have 56 vocational coaches.
- We have 31 medical directors.

Disability - Integrated Program Results

Employees with our disability coverage who have conditions such as depression, heart disease, and COPD are better connected with our disease management programs through automatic referrals for participation.

b. FINANCIAL STATEMENTS

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

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

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

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

Cigna's Response: Acknowledged. Cigna is a publicly held company. Cigna went public on the New York Stock Exchange on April 1, 1982. We have included LINA's financial statements as well as LINA's annual report, located on the back cover of your proposal binder, on CD.

Litigation involving insurance policies arises from time to time in the ordinary course of business. Due to concerns over the confidentiality of customer information and protection of attorney-client privilege, we cannot provide specific details about any litigation.

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.

Cigna's Response: Acknowledged. Cigna will continue to invest in innovative solutions and programs to engage and support members in their health and life journeys and partner with health care providers on leading value-based care programs. We will continue to expand our proven footprint and capabilities across the globe for individual and employer clients. Cigna's approach of focusing on health care services over sick care financing has never been more critical.

Cigna Corporation is a publicly traded company. State and federal laws regulate disclosures made by publicly traded companies about acquisition transactions. Proprietary and confidentiality concerns preclude comment on any planned activity. In the event that a merger or acquisition transaction should occur, Cigna would take steps to ensure continued, uninterrupted service to its members.

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.

Cigna's Response: LINA's headquarter and its underwriting offices are located in Philadelphia, Pennsylvania.

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.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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.

Cigna's Response: To the best of our knowledge, we have no existing relationships with the State or its employees. Cigna companies follow a strict conflict of interest policy that prohibits any employee from being involved in any business transaction, which creates a conflict of interest, or might appear to create a conflict of interest. Cigna employees may not maintain any business relationship with any Cigna vendor without approval by our chief ethics officer, and Cigna employees may not have any involvement in any transaction with any client where doing so would create an actual or apparent conflict of interest.

g. CONTRACT PERFORMANCE

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

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

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

Cigna's Response: Litigation involving insurance policies arises from time to time in the ordinary course of business. Due to concerns over the confidentiality of customer information and protection of attorney-client privilege, we cannot provide specific details about any litigation. Because of the current confidentiality agreements in place, we are unable to provide specific details about arrangements with our suppliers.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Contractor should have a minimum of seven (7) years of STD insurance and claims administration experience and a minimum of seven (7) years of LTD insurance and claims administration experience.

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

The bidder should address the following:

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

- ii. **Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.**
- iii. **If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.**

Cigna's Response: Cigna's disability product is provide through Cigna's employees. Cigna has more than 50 years of disability experience. We have been meeting the disability needs of employers through our expert management of the clinical, operational, and financial components of their disability programs. We are thoroughly familiar with your industry, your culture, and your contract, allowing us to improve your return-to-work results and reduce your lost productivity through the following:

- **Customized Implementation** - At the point of sale, we will assign an implementation manager to the employer's account to ensure contracts are accurate, systems are set up appropriately, and the employer has the needed materials including reporting to manage employees while they are away from work.
- **Expert Account Management** - We ensure a smooth implementation. Our experienced client manager provides a single point of contact to respond to the employer's questions and to help with the understanding of disability program trending results.
- **Dedicated Claims Teams** - From claim notification to claim expiration and return to work, our dedicated case management teams skillfully handle every aspect of STD and LTD claims.
- **Integrated Clinical Resources** - Our core case management team includes licensed nurse case managers with a broad spectrum of RN specialties. We support our teams with vocational coaches, onsite behavioral health specialists, full-time medical directors, full-time psychiatrists, and a nationwide network of doctors.

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

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

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

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

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

Cigna's Response: An account management team overview and biographies, have been included within your proposal binder, under the technical proposal tab. Note that it is our policy not to provide contact names as a part of initial proposals. Our primary concern must be to existing clients as well as their privacy and the confidentiality of our business relationships; however, if our approach and services are in line with your expectations, with our clients' permission we will make references available to you upon being named a finalist for your business.

j. **SUBCONTRACTORS**

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

- i. **name, address, and telephone number of the Subcontractor(s);**

- ii. **specific tasks for each Subcontractor(s);**
- iii. **percentage of performance hours intended for each Subcontract; and**
- iv. **total percentage of Subcontractor(s) performance hours.**

Cigna's Response: Our subcontracted/vendor arrangements are in place to service our entire book-of-business and are not specifically contracted to service this RFP arrangement. Cigna will remain wholly responsible for the provision of every service for which it contracts with the State of Nebraska, notwithstanding certain services that may be performed, in part, by vendors with particular expertise or an affiliate of Cigna to help contain costs and to make use of their expertise. Cigna conducts due diligence and oversight of our subcontractors/vendors.

Suppliers with contracted service-level agreements are managed by the business, supported by our external entity management program. Governance of our suppliers varies based on level of risk and exposure to Cigna and our members.

Because of the current confidentiality agreements in place, we are unable to provide specific details about arrangements with our suppliers.

3. TECHNICAL APPROACH

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

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

Cigna's Response: Acknowledged.

VII. Cost Proposal Requirements

VII. COST PROPOSAL REQUIREMENTS

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

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

A. COST SHEET

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

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

Cigna's Response: Acknowledged. We have provided a completed Cost Sheet, located within your proposal binder, under the cost proposal tab.

B. PRICES

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

Cigna's Response: Acknowledged.

Account Management Team Bio

Account Management Overview

At Cigna, our goal is to build a valuable business partnership with employers to become an integral part of your team. We accomplish this by listening and ensuring we understand your needs and delivering timely and expert solutions to meet your program objectives.

The team assigned to your account is made up of a specialized national implementation manager, a national account executive who serves as your field-based consultative resource, and a national account manager who provides your day-to-day support.

National Implementation Manager

Jessica Myer will be your national implementation manager. Working in conjunction with your sales representative and account management team, Jessica takes the lead to ensure the plans and services you have purchased are accurate, consistent with your contract, and set up on time. She

- develops the implementation schedule and clarifies roles/responsibilities;
- discusses the employee communications strategy and confirms the eligibility process; and
- verifies that the setup tasks are completed and delivers the policy, certificates, and enrollment materials.

National Account Executive

Collin McWain will be your national account executive. As the implementation of your account nears completion, Collin assumes primary responsibility for your account and works with you throughout the year to make sure your plan runs smoothly. She is

- the overall relationship manager;
- central to meeting the client's strategic and financial program objectives; and
- an expert in plan coverage, plan design, and financial matters.

National Account Manager

Christine McKissack will be your national account manager. Christine is the point person for day-to-day activities such as inquiries about billing, reporting, or our online tools. You can reach Christine by phone or email and receive immediate assistance when you need it. She is

- the primary point of contact for day-to-day administrative service inquiries;
- the main focus on providing quick and overall delivery of service needs; and
- an expert in plan administration and the overall process.

Cigna's Account Management TeamCigna National Account Sales- Alan Carkner

Alan Carkner is a vice president of the national accounts specialty division and will be your contact during the sales process. Alan is located in our Chicago, Illinois, office and joined Cigna in 2006. He graduated from Bowdoin College with a bachelor of science in economics and mathematics. Since 1990, Alan has worked in employee benefits. Since 2001, his focus has been on national accounts with 5,000+ employees.

His contact information is:

Cigna Vice President
National Accounts Group Insurance
525 W. Monroe, Suite 1520
Chicago, IL 60661
312.720.0103
alan.carkner@cigna.com

Cigna National Account Management

Collin McWain, is your designated national account executive and primary contact; he will assist you with the management of your Cigna benefits. Collin is located in our Plano, Texas, national claim office. He joined Cigna in 2013 and has experience with underwriting and consulting on group insurance benefits. He graduated from the University of Nebraska with a degree in finance.

Collin's contact information is:

Plano, Texas
972.863.4930
collin.mcwain@cigna.com

Cigna National Account Implementation

Jessica Myer is your designated national implementation manager and is located in Omaha, Nebraska. Jessica is responsible for managing the implementation activities of your new plan. She graduated from Wayne State College with a bachelor's degree in business management with a minor in human resource management and holds a life and health insurance license. Jessica joined Cigna in 2015 and has over 18 years of experience in the insurance industry.

Her contact information is:

Omaha, Nebraska
770.261.7986
jessica.myer@cigna.com

Cigna National Account Services

Christine McKissack is your designated national account manager and is located in the Phoenix, Arizona office. Christine began her career with Cigna in August 2000, with experience in Regional Medical Administration, Compliance and Onsite Health Implementation. Prior to joining Cigna, Christine worked at Walker Consulting as a Medical Review Analyst, reviewing medical records for medical malpractice, personal injury, as well as Workman's Compensation claims. Christine has earned her Project Management certification in addition to Arizona Hospital and Healthcare Compliance training throughout her tenure with Cigna. She is also a valued Certified Ergonomics Assessment Specialist (CEAS).

Her contact information is:

Phoenix, Arizona

770.261.2143

christine.mckissack@cigna.com

Signed Addenda One

ADDENDUM ONE

Date: November 7, 2018

To: All Bidders

From: Teresa Fleming, Buyer
State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5956 Z1 to be opened December 13, 2018 at
2:00 p.m. Central Time

Addendum One is being issued to provide Attachment F: Census Report to the RFP listed above.

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

Cigna's Response: Acknowledged.

**REVISED COST PROPOSAL
RFP 5956 Z1
STD AND LTD INSURANCE PLAN OPTIONS**

Bidder Name: Life Insurance Company of North America, (LINA), a Cigna Company.

Bidders shall fill in proposed premium amounts for each column provided below.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial period of the contract. Any request for a price increase subsequent to the initial period of the contract shall not exceed five percent (5%) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

Each monthly premium amount proposed should be evenly divisible by "2" with no rounding to accommodate two even deductions per month through our payroll system. Any premium amount not divisible by "2" will be reduced to the nearest lower amount that is divisible by "2" for scoring. By submitting this proposal, Bidder accepts this lower amount if a contract is awarded.

This is the rate an employee will pay for 60% of basic gross monthly pay.

SHORT TERM DISABILITY INSURANCE, 1ST DAY ACCIDENT, 8TH DAY ILLNESS	Initial Period Year One	Initial Period Year Two	Initial Period Year Three	Optional Renewal One	Optional Renewal Two	Optional Renewal Three
Rate per \$10 of Weekly Benefit						
Under 25						
25-29						
30-34						
35-39						
40-44						
45-49						
50-54						
55-59						
60-64						
65-69						
70 & Over						

LONG TERM DISABILITY INSURANCE, 6 MONTH ELIMINATION PERIOD	Initial Period Year One	Initial Period Year Two	Initial Period Year Three	Optional Renewal One	Optional Renewal Two	Optional Renewal Three
Rate per \$100 of Monthly Covered Payroll						
Under 25						
25-29						
30-34						
35-39						
40-44						
45-49						
50-54						
55-59						
60-64						
65-69						
70 & Over						

Signed Addenda Two

**ADDENDUM TWO,
QUESTIONS and ANSWERS**

Date: November 29, 2018

To: All Bidders

From: Teresa Fleming, Buyer
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number 5956 Z1 to be opened December 13, 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.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>										
1.			Can we please have a census that is all eligible for the STD/LTD, Occupation, and Zip code?	Refer to Attachment G – Eligibility Census.										
2.			Please have the occupations added to the LTD enrolled census.	Refer to REVISED Attachment F Census Report.										
3.			The RFP reflects that there are 15,670 full time and temporary employees eligible for the STD and LTD coverages. Please provide a complete census for all of these employees. * Please also include a column to identify the full time verses temporary employees.	Refer to Attachment G – Eligibility Census.										
4.			Please provide a copy of the Mutual of Omaha VLTD plans	Here is the most recent version of the <u>Certificate of Coverage</u>										
5.			Please provide a key code for the “Class” codes on the LTD Open and Closed Claim Listing.	<table border="1"> <thead> <tr> <th>Class Code</th> <th>Definition</th> </tr> </thead> <tbody> <tr> <td>AX01</td> <td>2 Month Elimination</td> </tr> <tr> <td>AX02</td> <td>3 Month Elimination</td> </tr> <tr> <td>AX03</td> <td>6 Month Elimination</td> </tr> <tr> <td>AX04</td> <td>9 Month Elimination</td> </tr> </tbody> </table>	Class Code	Definition	AX01	2 Month Elimination	AX02	3 Month Elimination	AX03	6 Month Elimination	AX04	9 Month Elimination
Class Code	Definition													
AX01	2 Month Elimination													
AX02	3 Month Elimination													
AX03	6 Month Elimination													
AX04	9 Month Elimination													
6.			If the “Class” on the Open and Closed Claim Listing does not identify which plan the claimants are enrolled in, please have the claims listings updated to reflect that information.	Refer to the response in Question 5.										
7.			Please provide any previous VLTD rates (rate history) and when those rates were in place (from – to)	Rates have not changed since 2013.										

8.			<p>Have there been any plan changes to the VLTD?</p> <p>If yes, please outline what provisions were changed, the date of the change and provide the previous plan provision. For example, the maximum was increased from 5,000 to 7,500 effective 1/1/2016.</p>	<p>No.</p> <p>N/A</p>
9.			Do the State of Nebraska employees participate in social security?	Yes.
10.			Do the State of Nebraska employees participate in the Public Employees Retirement System.	Yes.
11.			Do the State of Nebraska employees participate in the State Teacher Retirement System?	Yes.
12.			Please provide a Paid and Incurred Exhibit for the VLTD from Mutual of Omaha.	Refer to Attachment H – Paid Claims and Triangle
13.			Please provide the Offset Amounts for each of the VLTD Open Claims.	Refer to Attachments I, J, K and L (Payment Detail for Classes 1, 2, 3 and 4)
14.			Please provide the paid sick leave and/or salary continuation paid during 2017 for STD.	The State has not had a short term disability plan.
15.			Please provide the paid sick leave and/or salary continuation paid during 2018 for STD.	The State has not had a short term disability plan.
16.			<p>Please provide a census with the following information:</p> <ul style="list-style-type: none"> o All eligible employees. Currently the census only has those participating. They are asking us to change the plan design and add STD as first-time coverage, so we need the entire eligible population for rating 	<p>The State has not had a short term disability plan.</p> <p>Refer to Attachment G – Eligibility Census.</p>

			<p>purposes.</p> <ul style="list-style-type: none"> o Job descriptions. <p>The State of Nebraska has different pension plans depending on the nature of employment. We need job descriptions to determine the proper pension plan offsets, as well as to get a clear picture of our exposure in the voluntary plan.</p>	
17.			<p>Please provide an LTD certificate to determine the exact provisions of the inforce plan.</p>	Refer to the response in Question 4.
18.			<p>Please provide a detailed claim listing with offsets and classes</p> <ul style="list-style-type: none"> o This is a four-tier voluntary inforce plan with differing elimination periods and a state pension. 	Refer to the response in Question 13.
19.			<p>Does the group have any sort of ASO/Salary Continuation plan in place today as a placeholder for STD? If yes, can we get information on the plan?</p>	No.
20.			<p>Is the group eligible and participating in Social Security? It appears there is state-mandated plan.</p>	Yes.

21.			<p>Please confirm the State is looking to completely move off of their current four-tier VLTD and move forward with ONLY the 180 day EP.</p> <ul style="list-style-type: none"> ○ If confirmed, would there be a mass re-enrollment for the whole group? <p>What will happen to the current enrollees that are not on the 180 day EP?</p> <p>Will they be shifted to this EP, or will they be disenrolled and have to re-enroll?</p>	<p>Yes.</p> <p>Yes, with EOI approval.</p> <p>All current (with any elimination period) will have to re-enroll with no EOI approval.</p> <p>Re-enroll.</p>
22.			<p>The State is requesting no pre-ex on both VLTD and VSTD. Is this a deal-breaker? This is highly risky for voluntary plans.</p>	<p>The State is requiring no pre-existing on LTD for currently enrolled employees.</p> <p>New enrollees on LTD and all enrollees on STD are subject to pre-existing limitations.</p>
23.			<p>Are there any union members in the group currently? If so, we would need them broken out on the census as well.</p>	<p>Refer to Attachment G – Eligibility Census.</p>
24.			<p>It appears that we did not receive the paid LTD claims on an incurred basis. Attachment E has premium and claims on a monthly cash flow basis, not incurred. Please provide paid claims, paid premium and reserves for the last 5 years.</p>	<p>Refer to Attachment H – Paid Claims and Triangle</p>
25.			<p>Detail any rate or plan changes since 2013.</p>	<p>None.</p>
26.			<p>Please provide a current premium statement.</p>	<p>Refer to Attachment O Invoice.</p>
27.			<p>Please provide the current Long Term Disability certificate.</p>	<p>Refer to the response in Question 4.</p>

28.			Are State of Nebraska employees eligible for any Public Employee Retirement Systems (PERS) benefits? Does the group participate in SSDI?	Yes. Yes.
29.	V. Project Description and Scope of Work A. Project Overview	32	Per the RFP, the Disability plans will cover temporary employees. How many temporary employees are eligible? Are these employees on a temporary assignment? How long is the average work period for temporary employees?	Refer to Attachment G – Eligibility Census. Temporary employees with an assignment of 6 months or longer they are eligible. The State does not have the average work period for temporary employees.
30.	Census		Please provide a complete eligible census including enrollment indicator with plan selection for the current Voluntary Long Term Disability plan. The census should include gender, date of birth, occupation and salary/earnings.	Refer to Attachment G – Eligibility Census.
31.	Cost Proposal		Please confirm the Voluntary Short Term Disability rate basis should be per \$100 monthly covered payroll instead of per \$10 weekly benefit.	STD should be priced on a “per \$10 of weekly benefit” basis; LTD should be priced on a “per \$100 of covered monthly payroll” basis. Refer to REVISED Cost Proposal.
32.	Attachments C & D		Please provide a Class Key for the Attachments C & D (AX01, AX02, etc.) Which LTD plans do these codes represent?	Refer to the response in Question 5.
33.	V. Project Description and Scope of Work C. Administration Requirements	25	Regarding: Coordinates with State’s online enrollment vendor. Please advise what will be expected of insurance carrier.	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.
34.	Attachment A Contractor	1	Regarding 3. There will be no restrictions or benefit	Refer to the response in Question 22.

	Requirements Matrix		limitations for pre-existing conditions applied to any employee under the plan. Please elaborate on the intent of this requirement; Voluntary Long Term Disability and Voluntary Short Term Disability plans typically include a pre-existing condition exclusion.	
35.	Attachment A Contractor Requirements Matrix	3	Regarding: 23. 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. Please advise approximate number of copies, and if the mailing should be to the State for distribution or to employee homes.	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.
36.	I. Procurement Procedure i. Submission of Proposals	3	Please confirm that only one (1) original hard copy binder is requested?	Confirmed.
37.	I. Procurement Procedure i. 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.
38.	Census		Please provide a census of all eligible employees for VSTD.	Refer to Attachment G – Eligibility Census.
39.	Census		Can the all eligible census show the amount of sick leave an employee has?	Refer to Attachment G – Eligibility Census.

40.	Census		Please provide a LTD census that shows occupations for the employees.	Refer to Attachment G – Eligibility Census.
41.	Contracts		Please provide the actual VLTD cert. What we have now is a benefits summary. We know that they are sliding to a 180 day ep plan but we want to make sure the benefits and provisions align well behind the ep.	Refer to the response in Question 4.
42.	V. Project Description and Scope of Work B. Current and Future Environment	24	How do they intend the STD and sick leave to integrate? They are not to be forced to exhaust sick leave before using STD; therefore, do they want a 100% integration layering effect?	The State requires that the short term disability run concurrently with the employees using at least 5 sick days (40 hours), so the duration starts on day one.
43.	V. Project Description and Scope of Work B. Current and Future Environment	24	What amount of sick leave will they accrue going forward?	There is no change in sick leave accrual at this time.
44.	V. Project Description and Scope of Work B. Current and Future Environment	24	Can the State define temporary employee, as they ask bidders to cover them?	Per the State of Nebraska Options Guide: "Temporary Employees: Eligible for the state's group health, dental, long-term disability, HSA, and FSA dependent care plans if they work at least 20 hours per week and are placed in a position with a six-month assignment or longer."
45.	VII. Cost Proposal Requirements A. Cost Sheet	30	Please confirm if you want STD billed as per 100 monthly covered payroll?	Refer to the response in Question 31.
46.	Experience		Please provide information and data on the STD utilization, including basic duration and incidence data.	The State has not had a short term disability plan.
47.	Experience		Do the class markers on the LTD claims reports	Refer to the response in Question 5.

			correspond to the VLTD enrollment options? If so, what is the 'key'?	
48.	Experience		Please provide the premium vs claims on an incurred basis.	Refer to Attachment H – Paid Claims and Triangle
49.	Experience		Please provide an open claims listing with 'total paid'.	Refer to Attachments I, J, K and L (Payment Detail for Classes 1,2,3 and 4)
50.	Experience		Does the open claims listing list gross or net benefit?	No. Refer to Attachments I, J, K and L (Payment Detail for Classes 1,2,3 and 4)
51.	Experience		Can we receive diagnosis, offset status or salary for the LTD open claims?	Diagnosis not available. Refer to Attachments I, J, K and L (Payment Detail for Classes 1,2,3 and 4)
52.	General		What are the State's intentions regarding enrollment?	Refer to the response in Question 33.
53.	General		Who would handle the enrollment? Are they enrolling online? What is the roll out like?	Refer to the response in Question 33.
54.	General		While this is a separate bid, what is the State's opinion of [REDACTED] service on the Life side?	The State will not answer this question as it is not relevant to the RFP.
55.	General		Did this RFP go out to all carriers since this is a direct bid?	This is a public Request for Proposal.
56.	General		How does the State feel about their inforce carrier, [REDACTED]?	The State will not answer this question as it is not relevant to the RFP.
57.	General		Do employees participate in Nebraska PERS or Social Security or both?	Yes, both.
58.	N/A	N/A	Please provide a copy of the current LTD contract.	The current Contract is 55674 O4.
59.	N/A	N/A	Who is the current administrator for your FML?	It is self-administered by the State.
60.	V. Project Description, Sub C Administration requirements, question #7	33	Who is the online enrollment vendor and explain "Coordinates with State's online enrollment vendor".	Refer to the response in Question 33.
61.	V. Project Description, Sub B Current and Future	32	What is the min and max for the current LTD and new STD plan?	Current LTD is: \$100 minimum and \$7500 monthly maximum

	environment			The STD Plan will be: \$25/week and maximum of \$1,731/week.
62.	V. Project Description & Scope of Work (B.)	Pg. 24	Can an updated LTD Open Claims report (Attachment D) with net benefit and total paid amounts be provided?	Refer to Attachments I, J, K and L (Payment Detail for Classes 1,2,3 and 4)
63.	V. Project Description & Scope of Work (B.)	Pg. 24	Can The State confirm that Class code on the claim reports (Attachment C and D) corresponds to the Elected Elimination Period option (i.e. AX01 = EE elected LTD EP option 1 60 days)?	Refer to the response in Question 5.
64.	V. Project Description & Scope of Work (B.)	Pg. 24	Can a report with historical LTD premium by Elimination Period be provided?	Refer to Attachment N – Historical LTD Premium Payments
65.	V. Project Description & Scope of Work (B.)	Pg. 24	Can a copy of the current LTD certificate of coverage be provided?	Refer to the response in Question 4.
66.	V. Project Description & Scope of Work (B.)	Pg. 24	Can historical LTD rate history be provided back to 2013?	Refer to the response in Question 7.
67.	V. Project Description & Scope of Work (B.)	Pg. 24	Can a revised LTD census with each employee's occupation or job title be provided?	Refer to the response in Question 2.
68.	V. Project Description & Scope of Work (B.)	Pg. 24	Are there any Labor or Union negotiated benefits that will impact or change the LTD plan design during the rate guarantee period?	There is currently no bargaining that would impact the LTD Plan.
69.	V. Project Description & Scope of Work (B.)	Pg. 24	Have there been any LTD plan design changes since inception (2013) with Mutual of Omaha?	Refer to the response in Question 25.
70.	V. Project Description & Scope of Work (B.)	Pg. 24	Can a copy of the Employee sick leave bank be provided?	Refer to Attachment G – Eligibility Census.
71.	V. Project Description & Scope of Work (B.)	Pg. 24	Do State employees participate in both Social Security and a Public Employee Retirement	Yes, both.

			System?	
72.	V. Project Description & Scope of Work (B.)	Pg. 24	How many SOS Temporary Employees are benefit eligible? Can a revised census be submitted that identifies those employees?	Refer to Attachment G – Eligibility Census.
73.	Attachment B Current Long-Term Disability Benefits	1	Have the current LTD rates been in effect since 7/1/2013? If not, please provide rate change history.	Refer to the response in Question 25.
74.	Attachment B Current Long-Term Disability Benefits	1	Have there been any LTD plan changes since 7/1/2013? If so, please describe.	Refer to the response in Question 25.
75.	Attachments C & D Claim Listings	All	Do State of Nebraska employees contribute to Social Security, PERS or both?	Yes, both.
76.	Attachment C Closed Claim Listing for Group	All	Please provide code descriptions for the 'Class' column.	Refer to the response in Question 5.
77.	Attachment D Open Claims Report	All	Are the values in the 'Benefit Amount' column the gross benefit, net benefit or something else?	The values are Net Benefit.
78.	Attachment D Open Claims Report	All	Please provide gross benefit, offset amounts, offset sources and net benefit for all open claims.	Refer to Attachments I, J, K and L (Payment Detail for Classes 1,2,3 and 4)
79.	Attachments C & D Claim Listings	All	Please provide a 'Paid & Incurred' exhibit with a Valuation Date of 7/31/2018 for the time period 7/1/13 through 6/30/18. The exhibit should have 12-month periods with claim payments allocated to the period that corresponds with the claimant's date of disability. The exhibit should also contain open claim reserves and interest credits that also correspond to the period	Refer to Attachment D – Open Claims, Attachment H – Paid Claims and Triangle and Attachments I, J, K and L (Payment Detail for Classes 1, 2, 3 and 4)

			in which disability was incurred. Please provide a separate exhibit for each of the four elimination periods if possible. Otherwise, please provide one complete exhibit which reflects all elimination period options.	
80.	RFP Final	24	Please provide sick leave balances for each employee enrolled in LTD. Otherwise, please provide average sick leave balance for the group and a description of how sick leave is accumulated.	Refer to Attachment G – Eligibility Census.
81.	RFP Final	24	For the July 2019 enrollment into the new LTD plan, will all current employees enrolled in LTD be defaulted into the new plan or will everyone (including current participants) need to actively enroll in coverage?	Refer to the response in Question 33.
82.	RFP Final	24	For the July 2019 enrollment into the new STD plan, will current LTD participants be automatically enrolled in the STD or will everyone (including current participants) need to actively enroll in coverage?	All employees will need to actively enroll in desired coverage.
83.	RFP Final C. Administration Requirements (2G)	25	Please provide more detail around the requirement that the STD and LTD contractor “responds to participant questions on enrollment and benefits.”	Contractor must be able to answer questions about the plan if directly outreached by a participant.
84.	RFP Final C. Administration Requirements (3A)	25	Please provide more detail around the requirement that the STD and LTD contractor “approves all communication materials	The State approves all communication materials prior to distribution not the Contractor.

			prior to distribution.”	
85.	RFP Final C. Administration Requirements (4E)	25	Please provide more detail around the requirement that the STD and LTD contractor “remits the State’s portion of Medicare tax (from a State Medicare matching Fund) to the federal government.”	Bidder should respond to meet the requirements of the RFP.
86.	RFP Final C. Administration Requirements (6A)	25	Please provide more detail around the requirement that the STD and LTD contractor “coordinates with other programs that provide Deductible Income (offset income) when applicable.”	The Contractor will be responsible for coordinating with the member and/or State of Nebraska regarding offset income. This will help to eliminate overpayments.
87.	RFP Final C. Administration Requirements (7A)	26	Please provide more detail around the requirement that the STD and LTD contractor “coordinate with State’s online enrollment vendor.”	Refer to the response in Question 33.
88.	RFP	24	Does the State want to offer a maximum benefit for the VSTD coverage that is similar to the VLTD maximum benefit?	Refer to the response in Question 61.
89.	Attachment F		Please add the eligible employees who waived VLTD coverage to the census.	Refer to Attachment G – Eligibility Census.
90.	Attachment F		Please add a column for occupations to the census for all eligible employees.	Refer to Attachment G – Eligibility Census.
91.	Attachment F		Please add a zip code column to the census for all eligible employees.	Refer to Attachment G – Eligibility Census.
92.	Attachment F		Can we please have a census that is all eligible for the STD/LTD, Occupation, and Zip code?	Refer to Attachment G – Eligibility Census.
93.	V-B	24	Does the LTD & STD plan include a pre-existing condition exclusion?	Refer to the response in Question 22.
94.	V-B	24	Who is the current carrier for the State’s LTD plan?	Mutual of Omaha.
95.	V-B	24	Does the State prefer to have both LTD and STD	LTD and STD plans must

			plans with the same carrier?	be by the same carrier.
96.	V-B	24	What is the current participation on the LTD plan? The census indicates that it includes information for all eligible, but it doesn't indicate current enrollees.	Refer to Attachment G – Eligibility Census.
97.	Attachment A		Can the State clarify what it means by 'fraud monitoring and detection'?	Contractor must follow-up on monitoring on disabled participants, if necessary.

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

Cigna's Response: Acknowledged.