

**RFP 5956 Z1  
Short Term Disability and  
Long Term Disability Insurance**

**December 13, 2018  
2:00 p.m. CT**

**ORIGINAL**

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

Presented to:

**State of Nebraska**



**THE  
HARTFORD**

Business Insurance

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Business Insurance  
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December 13, 2018

Re: Request for Proposal for State of Nebraska

Dear Teresa Fleming:

Thank you for considering The Hartford<sup>1</sup> as the STD and LTD carrier of choice for State of Nebraska. As the second largest group life and disability insurer in the market, we are committed to doing the right things, the right way for our customers.

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

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

The Hartford's Ability Philosophy<sup>®</sup> empowers people to focus on their strengths instead of losses and puts us ahead in the goal to return people back to work and to fulfilling lives. Since the inception of our STD Return-to-Work program in 2011, we have helped employees return to work nearly 3.4 days sooner than initially estimated by their physicians.

- An end-to-end clinical claims approach that offers the expertise of a nurse in the first stage of the STD claim initiation process who obtains critical information from employees and their physicians to ensure timely and accurate claim decisions.
- Seamless transition of STD to LTD when both lines of coverage are elected.
- Clinical intervention at key times in the claim process by Return-to-Work Case Managers, Medical Case Managers and Behavioral Case Managers to promote and affect return-to-work opportunities.
- A complete Social Security assistance program that provides employees with a supportive advocate as well as recovery of retroactive Social Security benefits to reduce an employer's liability.

We acknowledge receipt of Addendum 1, dated November 7, 2018 and Addendum 2, dated November 29, 2018.

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

Sincerely,

*Gary Keating*

Gary Keating  
Senior National Accounts Executive



**THE  
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Business Insurance

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

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

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



## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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


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

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

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

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

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

FIRM:	Hartford Life and Accident Insurance Company
COMPLETE ADDRESS:	One Hartford Plaza, Hartford, CT 06155
TELEPHONE NUMBER:	303-379-3347
FAX NUMBER:	860-392-5239
DATE:	December 11, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Sheila W. Sokolski, Assistant Vice President





## CORPORATE OVERVIEW

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

a. **BIDDER IDENTIFICATION AND INFORMATION**

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

**Hartford Life and Accident Insurance Company is headquartered at One Hartford Plaza, Hartford, CT 06155 and was incorporated on February 14, 1967.**

**We are organized under the laws of the state of Connecticut and are a 100% privately-owned corporation by Hartford Holdings, Inc., which is wholly-owned by The Hartford Financial Services Group, Inc. We conduct business and provide insurance products, and related insurance and non-insurance services, in all 50 states.**

**Our parent company, The Hartford Financial Services Group, Inc. is headquartered at One Hartford Plaza, Hartford, CT 06155, was founded in 1810, and is a publicly-traded company on the New York Stock Exchange (NYSE). Neither the name nor form of our organization has changed since first organized.**

b. **FINANCIAL STATEMENTS**

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

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

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

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

***Financial Statements***

**The Hartford's<sup>1</sup> Financial Results and Annual Report are available at <http://ir.thehartford.com/phoenix.zhtml?c=108754&p=proxy>.**

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

***Litigation***

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

***Credit Checks***

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

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

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

c. **CHANGE OF OWNERSHIP**

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

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

d. **OFFICE LOCATION**

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

**Account Service**

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

**Claim Center**

**A claim team located at our Sacramento, CA Regional Claim Center will manage State of Nebraska's STD and LTD claims.**

e. **RELATIONSHIPS WITH THE STATE**

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

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

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

If any Party named in the bidder's proposal response is or was an employee of the State within the past 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.

**No employee relations to State of Nebraska exist.**

g. **CONTRACT PERFORMANCE**

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

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

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

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

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

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 Hartford's Group Benefits organization has been providing:

- Group STD insurance since 1952
- LTD insurance since 1969
- Integrated STD/LTD since 1989

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

The bidder should address the following:

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

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

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

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

Active Client 2: State of Wisconsin	
Client Relationship Manager	Jennifer Martin
Phone Number	813-207-2172
Email	<a href="mailto:jennifer.martin@thehartford.com">jennifer.martin@thehartford.com</a>
Group Contact	Jim Guidry
Title	Director
Phone Number	608-266-5387
Email	<a href="mailto:jim.guidry@ef.wi.gov">jim.guidry@ef.wi.gov</a>

State of Wisconsin has been a client of The Hartford since June 1, 2010. We provide STD and LTD services and coverage for their 60,000 employees. The Hartford does not typically use any subcontractors.

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

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

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

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

The Hartford currently has the following active STD and LTD cases:

Active STD Cases		
SIC Code	Active Cases as of 9/30/18	Eligible Lives
All SIC Codes	11,056	9,481,642
SIC Group 91xx	293	302,199

Active LTD Cases		
SIC Code	Active Cases as of 9/30/18	Eligible Lives
All SIC Codes	17,160	10,200,529
SIC Group 91xx	462	432,271

The Hartford does not typically use any subcontractors.

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

**Noted. The Hartford does not typically use any subcontractors.**

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

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

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

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

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

**We greatly value the current relationship we have with the State of Nebraska. We believe our relationship and knowledge of your culture and benefits objectives enable us to have a unique insight into how to provide differentiators designed to meet your needs. State of Nebraska will continue to have the focus attention of our tenured professionals, and we will make certain that we deliver a quality and timely implementation of the State of Nebraska's STD and LTD plans.**

***Senior National Account Implementation Manager***

**Stephanie Rollins  
Overland Park, KS  
Phone: 913-693-2941  
Fax: 866-820-2012  
Email: stephanie.rollins@thehartford.com**

**Resume**

**Stephanie has been in the Group Insurance industry since 2002, and joined The Hartford in 2007. Stephanie's experience includes a broad knowledge of Group products such as Life, Disability, Critical Illness, Accident, Statutory and Leave Management services. She has been a member of National Accounts since 2011, and has held positions as an Account Manager and an Implementation Manager. Stephanie is a graduate of Emporia State University with a Bachelors' in Business Administration.**

**Stephanie will function as a project manager, working to clarify the contract and account details and set expectations. She is the primary implementation contact and will act as the gatekeeper for all plan implementation and documentation.**

**References**

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

***Client Relationship Manager***

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

**Resume**

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

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

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

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

References

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

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

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

*Public and Education Sector Market Lead*

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

Resume

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

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

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

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

References

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

*National Account Underwriter*

Matthew McInnis  
Indianapolis, IN  
Phone: 860-547-8281  
Email: [matthew.mcinnis@thehartford.com](mailto:matthew.mcinnis@thehartford.com)

Resume

Matthew joined The Hartford in 2018 with 16 years of industry experience. Matthew is responsible for National Accounts (5,000+) Life/Disability Presale and Renewal underwriting. His past experience was working as an Underwriter with Liberty Mutual, AIG, OneAmerica and the Standard. Matthew graduated from Cornell University with a degree in Economics.

Matthew provides on-going financial analysis, identifies trends in the experience, suggests plan design changes and provides consultative insight regarding financial business needs.

### References

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

#### *Senior National Account Executive*

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

### Resume

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

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

### References

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

#### *Customer Claim Consultant*

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

#### *Assistant Director of Claim Service*

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

### Biography

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

### References

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

#### *Claim Office*

State of Nebraska's Disability claims team will include:

- Team Leaders
- Customer Claim Consultant
- Customer Care Nurses
- STD and LTD Vocational Case Managers
- STD Claim Analysts
- LTD Claim Analysts
- Medical Case Managers
- Appeals Specialists
- Behavioral Health Case Managers

The Hartford will designate 3 STD Claim Analysts and 3 LTD Claim Analysts (one for each claim pathway) to State of Nebraska. These designated analysts may also have responsibility for other customers. This will ensure that an adequate number of analysts are available to properly support your employees at all times.



**When volume warrants, other analysts may assist with customer's claims to ensure appropriate service and quality levels are delivered. All staff members assigned to a customer will receive State of Nebraska customer-specific training.**

**The Hartford has also developed a specialized and dedicated claim team service approach for our Public and Education customers. Our Public and Education Center of Excellence (P&E CoE) for Disability claims will help to serve the unique needs of State of Nebraska.**

**The CoE has a staff footprint within each of our claim centers with accountability to a single Public & Education Claim Lead to drive training and execution. Each dedicated Disability Analyst is trained in the nuances of our Public & Education customers, including actively at work situations, earnings differences, alternate payment schedules and expertise in public employee and state teacher retirement system (PERS, STRS) plans, in order to provide the specialized and enhanced disability management services to you and your employees.**

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

**j. SUBCONTRACTORS**

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

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

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



**II. TERMS AND CONDITIONS**

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

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

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

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

**A. GENERAL**

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

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

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

These documents constitute the entirety of the contract.

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

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

**B. NOTIFICATION**

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

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:
SWS			

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:
SWS			

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:
SJS			

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:
SJS			

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:
SJS			

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:
SJS			

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:
		SJS	Edited to reflect the Contractor will provide insurance services and will not be liable for personal injury, death, or property loss or damage arising from the provision of insurance services. Contractor will not be liable for any individual acting in a volunteer capacity as that individual may or may not be under the direct supervision and control of the State.

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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:
SWS			

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:
		SWS	The Hartford is a publicly held company comprised of many internally affiliated underwriting companies any of which may provide support in fulfilling the obligations incurred under this contract.

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

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

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. **The cost of insurance is dependent on each individual group's experience. Therefore, the quote provided to the State of Nebraska may not be valid for another group with differing experience and population. Any group wishing to purchase coverage from The Hartford will need to provide population information that will allow us to provide the group with appropriate rates.** The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**N. FORCE MAJEURE**

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

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

**O. CONFIDENTIALITY**

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

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

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



**P. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. 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:
SWS			The Hartford will own all records and customer information derived from insurance transactions and as required by applicable law. Upon termination of the insurance contract and to the extent permitted by applicable law, The Hartford will transfer to the new insurance carrier necessary records and information not proprietary to The Hartford. We will work with you to establish a timeframe for the orderly transfer of files to the new carrier.

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

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

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

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



**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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:
SWJ			

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:
SWS			

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

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

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

**G. INSURANCE REQUIREMENTS**

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

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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$3,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
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
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty including 3rd Party Fidelity	\$2,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$2,000,000
Includes Non-Owned Disposal Sites	
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"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  
Attr: Contract Manager  
1526 K Street, Suite 110  
Lincoln, NE 68508



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

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

**4. DEVIATIONS**

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

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

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

**J. ADVERTISING**

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

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

**K. DISASTER RECOVERY/BACK UP PLAN**

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

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

**L. DRUG POLICY**

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

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



**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

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

**B. TAXES (Statutory)**

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

**C. INVOICES**

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

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

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

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

**D. INSPECTION AND APPROVAL**

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

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

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

**E. PAYMENT**

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

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:
JWS			

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:
JWS			Audits may be conducted upon the parties' execution of a mutually agreeable audit confidentiality agreement subject to The Hartford's security and confidentiality policies, and once The Hartford has received signed authorizations from claimants and beneficiaries if confidential claim information is in scope for the audit.

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.



**Attachment A**  
**Contractor Requirements Matrix**  
**Request for Proposal Number 5956 Z1**

**Bidder Name: Hartford Life and Accident Insurance Company**

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

<b>CONTRACT ADMINISTRATION</b>	
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:  <b>Confirmed.</b></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:  <b>Confirmed. Tracy Smith, your current Client Relationship Manager, will continue to be the day-to-day contact person for State of Nebraska. She will work with you to meet deliverables and overall account success.</b></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  <b>With respect to a pre-existing condition for STD and LTD, provided the employee was covered under the prior policy on the day before our policy's effective date, the pre-existing condition limitation will end on the earlier of:</b></p> <ul style="list-style-type: none"> <li>• <b>The new policy effective date, if the disability was not limited by a pre-existing restriction under the prior policy</b></li> <li>• <b>On the date the restriction would have ceased to apply if the prior policy had remained in force.</b></li> </ul>
4.	<p>Accept the current enrollment files for the State's employees.</p> <p>Response:  <b>We may accept current plan elections and existing enrollment forms providing all required data is captured.</b></p>
5.	<p>Review all plans, draft plan abstracts, and confirm plan provisions with the State.</p> <p>Response:  <b>We are deviating from the contract by not providing a portability provision for the disability nor the terminal illness supplemental benefit provision. Our standard provision language applies.</b></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.
6.	<p>Response:  <b>We generally provide Policy documents within 30 days of receipt of all necessary information. If you require filing for specific contract language with your state Department of Insurance, this timeline may shift.</b></p> <p><b>Please note: The Hartford<sup>1</sup> provides booklet-certificates for fully-insured coverages.</b></p>
	Provide SPDs in an electronic format for access via internet or intranet.
7.	<p>Response:  <b>In lieu of printed booklet certificates, we can provide online access to all policy documents through our employer website. State of Nebraska can provide eligible employees with electronic booklet certificates via your intranet/internet site(s).</b></p> <p><b>Please note: The Hartford provides booklet-certificates for fully-insured coverages.</b></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.
8.	<p>Response:  <b>The administration manual is available through our self-service employer portal within 30 days of receipt of all necessary information. The manual contains information such as:</b></p> <ul style="list-style-type: none"> <li>• <b>The administration of your plan</b></li> <li>• <b>Enrollment</b></li> <li>• <b>Billing and premiums</b></li> <li>• <b>Termination</b></li> <li>• <b>Tax services</b></li> <li>• <b>Submission of claims</b></li> <li>• <b>Forms that can be printed or sent to employees</b></li> </ul>
	State staff portal for eligibility updates, eligibility validation, uploading documentation, pulling management reports, etc.
9.	<p>Response:  <b>Confirmed. The Hartford's Ability Advantage employer portal is a secure, password-protected website that delivers industry-leading plan and claim administration with state-of-the-art technology.</b></p> <p><b>We continually work to enhance the site's capabilities, making it more responsive to your needs. Currently, our self-service employer portal provides these services:</b></p> <ul style="list-style-type: none"> <li>• <b>Electronic Billing:</b> <ul style="list-style-type: none"> <li>– <b>Access invoices online without receiving paper bills</b></li> <li>– <b>Print invoices</b></li> <li>– <b>Access previous billing statements</b></li> <li>– <b>Pay premiums online via ACH transfer with your company's financial institution (optional)</b></li> <li>– <b>Set up automatic recurring payments (available to list billed groups)</b></li> <li>– <b>Subscribe to billing email alerts</b></li> </ul> </li> </ul>

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

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

	<ul style="list-style-type: none"> <li>• <b>Reports:</b> <ul style="list-style-type: none"> <li>– Custom on demand reporting using integrated claim data</li> <li>– Run status and activity reports by coverage, policy numbers/loss units and date ranges</li> <li>– Get results in Excel or PDF formats</li> </ul> </li> <li>• <b>Medical Underwriting:</b> <ul style="list-style-type: none"> <li>– Find real-time information on an employee’s underwriting status by name or Social Security Number</li> <li>– Obtain medical underwriting status reports</li> </ul> </li> <li>• <b>Claims:</b> <ul style="list-style-type: none"> <li>– Start a life claim online</li> <li>– View educational claim videos on how to file a claim</li> </ul> </li> <li>• <b>Claims Inquiry:</b> <ul style="list-style-type: none"> <li>– Check employee claim status and history</li> <li>– View Claim Handler contact information</li> <li>– View claim history of payments and payment recipients</li> <li>– View claim activity notes online</li> </ul> </li> <li>• <b>Online Booklets:</b> <ul style="list-style-type: none"> <li>– View Booklets-Certificates, Endorsements and Policy/Plan Document of Incorporation</li> </ul> </li> <li>• <b>Administration Kits:</b> <ul style="list-style-type: none"> <li>– Access commonly-used group benefits administration forms <ul style="list-style-type: none"> <li>▪ Most forms are interactive, can be filled out online and printed for signature</li> <li>▪ Only forms that apply to your specific plan will be available</li> <li>▪ Some forms are available in Spanish</li> </ul> </li> </ul> </li> <li>• <b>Reference Materials:</b> <ul style="list-style-type: none"> <li>– Access The Hartford’s product and general brochures</li> <li>– View links to other websites of interest</li> </ul> </li> <li>• <b>Contact Us:</b> <ul style="list-style-type: none"> <li>– Use the online question-and-answer function to get in touch with your Hartford contacts via e-mail (phone numbers are also provided)</li> </ul> </li> </ul>
	<p>Employee/claimant portal for monitoring claim status, communications, uploading documentation, etc.</p>
10.	<p>Response:  <b>Confirmed.</b> Our mobile-responsive, self-service employee portal allows employees to manage their benefits online at any time. A user ID and password are required for access.</p> <p>Our employee portal offers the following capabilities:</p> <ul style="list-style-type: none"> <li>• <b>Forms:</b> <ul style="list-style-type: none"> <li>– View forms in context of the claim. If a particular form is needed, we will display what is needed and provide the form online.</li> </ul> </li> <li>• <b>Medical Underwriting Status:</b> <ul style="list-style-type: none"> <li>– Confirm the status of a Personal Health Application (PHA) submitted to our Medical Underwriting department</li> </ul> </li> <li>• <b>Start a Claim</b></li> <li>• <b>Direct Deposit:</b> <ul style="list-style-type: none"> <li>– Provide or update banking information to allow for claim payments to be deposited directly into the claimant’s bank account</li> </ul> </li> <li>• <b>Claims Inquiry:</b> <ul style="list-style-type: none"> <li>– Check on a filed claim and/or find out when to expect a claim payment</li> <li>– View Explanation of Benefits (EOBs) in payment details</li> <li>– View Claim Handler contact information</li> <li>– View claim activity online</li> <li>– Click to Chat for claims questions</li> </ul> </li> </ul>

11.	<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:  <b>Confirmed. Quality standards require that our claims staff return calls and email messages received before 2:00 p.m. on the same business day. Calls and messages received after 2:00 p.m. must be returned by noon on the next business day.</b></p> <p>Using a toll-free number, you and your employees can reach our Disability Call Center of operation on Monday through Friday from 5:00 a.m. to 6:00 p.m. Pacific Time.</p> <p>We also provide Interactive Voice Response (IVR) technology that is available 24/7 and allows claimants to access claim status, disability payment status, set-up, modify, or cancel Electronic Funds Transfer (EFT) information, report actual or estimated return-to-work date, Secure Voice Authorization, Maternity Claim reporting, Customer surveys, request tax forms, and an option to hear the IVR in English or Spanish.</p> <p>All Hartford claim offices use phone relay services to link telephone equipment for the deaf, hard-of-hearing and speech-impaired with our claim staff. In addition, our vocational rehabilitation and other medical case managers (registered nurses, occupational and physical therapists) have experience assisting individuals with all types of disabilities and impairments.</p> <p>As a National Account partner, your Client Relationship Manager, Tracy Smith, will also assist State of Nebraska and your benefits staff with your customer service needs.</p>
12.	<p>Initial claim intake, validation of initial and continuing disability.</p> <p>Response:  <b>Confirmed. When the employee calls to report the claim, our Customer Care Nurses are the first point of contact and handle 100% of all intake calls (excluding routine maternity and early notice surgery claims). The Customer Care Nurses gather claim information, determine diagnosis, assign ICD-9/ICD-10 codes and/or CPT codes, and contact the attending physician for needed additional medical information. Our nurses possess a broad spectrum of knowledge of anatomy/physiology as well as years of clinical experience, and bring value, expertise, empathy and compassion to the intake process through their years of experience in actual clinical settings involving direct patient care. Our STD Claim Analysts then make determinations on STD claims before a LTD Claim Analyst manages and investigates those claims that transition to LTD.</b></p> <p>We also have a professional and caring claim staff to support claimants with ongoing disabilities. During the claim process, the claimant is provided with vocational rehabilitation services to assist them in getting back to work as well as Social Security Assistance. In addition, for LTD plans, we provide Ability Assist<sup>®</sup>, a value-added service designed to help with everyday work, home, personal or family concerns, as well as help emotional, financial or legal issues which may affect employees.</p>
13.	<p>Provide routine underwriting and actuarial services.</p> <p>Response:  <b>Confirmed.</b></p>

14.	<p>Make determinations with respect to submitted claims, including claim investigation and analysis prior to payment.</p> <p>Response:  <b>Confirmed. Claims are identified for investigation by referral or proactive review. When a file is identified, the Investigative Specialist conducts a thorough review and investigation if warranted. If inconsistencies or suspected fraud are identified during the initial investigation, the case is referred to an Investigator who conducts an in-person claim interview. When the interview is completed, the case is referred to our Medical Case Manager who updates the limitations and restrictions. The Ability Analyst will then provide a recommendation on the final claim determination.</b></p>
15.	<p>Maintain claim files to support payment, denials and appeals. Documentation must be legally acceptable and readily accessible.</p> <p>Response:  <b>Confirmed. We will maintain claim files and all insurance records consistent with applicable state and federal requirements, including ERISA.</b></p>
16.	<p>Medical review and integration with medical administrator for co-management of claim.</p> <p>Response:  <b>We will coordinate activities with the State of Nebraska's medical vendor as/if appropriate. This may involve sharing pertinent medical information (upon receipt of an authorization to release information) or confirming coverage for medical treatment that is expected to speed recovery and return to productive work.</b></p>
17.	<p>Evaluate and recommend Return to Work options and accommodations.</p> <p>Response:  <b>Confirmed. Our claim analyst interviews the claimant to gather all information necessary to assess early return-to-work capability. Our claim analysts, Medical Case Managers and Behavioral Health Case Managers can make referrals to our Vocational Case Managers at any point in a claim that exhibits return-to-work potential. This is determined by considering:</b></p> <ul style="list-style-type: none"> <li>• The claimant's functional capacity and level of interest in return to work.</li> <li>• The attending physician's notes and comments.</li> <li>• Return-to-work opportunities at the claimant's work site.</li> </ul> <p><b>Our Vocational Case Managers work with the employee, the attending physician(s), the client's' internal medical directors and the employee's managers to discuss return-to-work options and promote transitional employment as a bridge to resuming full-duty employment. The Vocational Case Managers specialize in negotiating and coordinating return-to-work opportunities through light-duty accommodations, modified work and adjusted work schedules such as a part-time and graduated return to work.</b></p> <p><b>In addition, all complex claims are managed in coordination with clinical resources throughout the duration of the claim.</b></p>

18.	<p>Transition from STD to LTD, when applicable.</p> <p>Response:  <b>Confirmed. Transition from STD to LTD:</b></p> <ul style="list-style-type: none"> <li>• The Hartford's claim system drives the transition process from STD to LTD using automated tasks that result in an LTD claim form (Income Benefit Questionnaire) being sent to the claimant. <ul style="list-style-type: none"> <li>– For STD cases with a 26 week maximum duration or longer, this happens 5 to 9 weeks prior to the effective date of LTD, depending on the diagnosis.</li> <li>– For STD cases with a 13-week maximum duration, this happens LTD 5 weeks prior to the effective date of LTD.</li> </ul> </li> <li>• If the LTD claim form is not returned, two follow ups are performed at 14 day intervals. If the claim form is not returned after the two follow ups, further pursuit of the form is discontinued. An LTD claim analyst will begin their review if/when the form is subsequently received.</li> <li>• The LTD claim form asks questions about other income, past work experience/education and medical providers. It also includes an updated authorization form. There is not an LTD claim until the form is returned.</li> <li>• Once the LTD claim form is returned it is considered a new LTD claim. New LTD claims are triaged and assigned to an LTD claim analyst based on the characteristics of each claim file. Our LTD Team Leaders review all new claims transitioned from STD in lieu of automated claim assignment. This is important because we can identify and segment claims based on their unique medical, occupational or financial characteristics. The LTD Team Leaders uses an analytic tool that produces segment recommendations and a recovery profile based on historical data for similar claims. The team leader considers these aspects and the claim holistically to identify the appropriate claim segment.</li> <li>• The LTD claim analyst reviews the information contained in the STD file and interviews the claimant to obtain any necessary information and explain the next steps to the claimant.</li> <li>• The LTD claim analyst determines what additional information may be needed in order to make the LTD decision, and requests that information from the claimant, employer or physician(s). The claimant is encouraged to speak with their physician to make sure that we receive a timely response to any requests so that a final LTD determination can be made.</li> </ul> <p>We may also obtain additional information from the employer and/or attending physician on a case-by-case basis.</p>
19.	<p>Fraud monitoring and detection.</p> <p>Response:  <b>Confirmed. The Hartford's Special Investigative Unit (SIU) investigates suspected cases of fraud to ensure we are responsive to all legitimate claims. The SIU currently has 21 Investigative Analysts and Specialists working on Disability and Premium Waiver claims. These Analysts and Specialists are assigned to Regional Disability Claim Centers that work directly with our claim staff to help identify potentially fraudulent claims and direct investigations into suspicious claim activity. They have high-level desktop investigations experience.</b></p> <p>The Hartford's SIU has 58 Field Investigators located around the U.S. The Field Investigators have prior law enforcement experience in complex criminal investigations and interviewing and are responsible for:</p> <ul style="list-style-type: none"> <li>• Conducting field interviews</li> <li>• Conduct Life and AD&amp;D field investigations</li> <li>• Verifying the identity of claimants who have been the subject of surveillance</li> <li>• Interacting with law enforcement or other authorities when necessary</li> </ul> <p>The Hartford also has five Medical Case Managers who are highly-experienced Registered Nurses with clinical experience and insurance backgrounds. Their main function is to accurately update the claimant's functionality level after an investigation has documented inconsistencies. They also help achieve the appropriate medical resolution in investigations.</p>

	<p>Once a claim is identified for investigation, our Investigative Analysts/Specialists conduct inquiries using:</p> <ul style="list-style-type: none"> <li>• Public information databases</li> <li>• Specialized reports</li> <li>• Queries of potential employers</li> <li>• Vendor surveillance</li> </ul> <p>After the Investigative Analyst/Specialist has compiled database information and any surveillance reports/videos, the file is sent to the SIU Field Investigators to schedule a face-to-face interview with the claimant. This interview ensures positive identification of the claimant as the subject of the surveillance video. It also gives the claimant an opportunity to provide an accurate representation of his self-reported limitations and a reasonable explanation regarding any discrepancies or inconsistencies that may have developed during the investigation.</p> <p>If there are still unresolved issues, a Medical Case Manager contacts the claimant's treating physician(s) to discuss our assessment of the claimant's functionality and the investigative results, including the Investigator's statements and the surveillance reports/video. The Medical Case Manager asks the physician(s) to comment on the claimant's updated functionality level. The Medical Case Manager can also schedule an independent medical examination or peer review by an independent physician if there are additional questions regarding the claimant's current functionality level.</p> <p>When The Hartford reasonably believes fraud has been committed, we make appropriate referrals to the proper authorities. The SIU cooperates with law enforcement and operates in compliance with all applicable state and federal laws and regulations.</p> <p><b>In 2017, SIU Investigation impacted 570 claims.</b></p>
	<p>Provide ongoing assistance in administration, claim adjudication, and general problem solving. Periodic account servicing meetings will be held with the account manager and claims support group.</p>
20.	<p>Response:  <b>Confirmed. We will provide ongoing assistance in administration, claim adjudication, and general problem solving under the direction of Tracy Smith, your current Client Relationship Manager, leading a team of professionals. Tracy and claims personnel are available to meet on an agreed-upon basis.</b></p>
21.	<p>Refrain from issuing any external communications material that mentions the State's benefit plans without written approval from the State. This includes newsletters and publications to agents, brokers and consultants.</p> <p>Response:  <b>Confirmed. We will continue to seek State of Nebraska's written approval prior to issuing any external communication materials that mention State of Nebraska's benefit plans.</b></p>
22.	<p>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.</p> <p>Response:  <b>We are willing to draft customized enrollment forms except in situs states that require the enrollment form to be filed with their respective State Department of Insurance Agencies and therefore cannot be changed. We can provide an initial and ongoing supply of enrollment forms in either electronic PDF format or printed hardcopies.</b></p> <p><b>For non-contributory coverage, State of Nebraska will automatically enroll the employee for coverage. For contributory coverage, the employee must complete and sign a group insurance enrollment form which is satisfactory to The Hartford and deliver it to State of Nebraska.</b></p>

	<p>If the employee does not enroll within 31 days after becoming eligible under the policy, or if the employee was eligible to enroll under the prior policy and did not do so, or if the employee wants to enroll for a monthly benefit amount greater than the guaranteed issue amount, the employee must satisfy the following requirements:</p> <ul style="list-style-type: none"> <li>• The employee must give satisfactory Evidence of Insurability (EOI) satisfactory</li> <li>• The employee may only enroll during an annual enrollment period or within 31 days of the date in change in family status</li> </ul> <p>Enrollment may be subject to EOI requirements.</p>
23.	<p>When customized printing is requested by the State, present a complete draft and subsequent proof to the State for sign-off. The Contractor must ensure that logo placement and color requirements are met. Contractor will be responsible for costs of printing booklets, certificates, or SPDs as required.</p> <p>Response:  <b>We will continue to present a complete draft and subsequent proof of customized printing items to State of Nebraska for sign-off. We can accommodate client company logos on certain marketing and enrollment materials. Additional charges may apply.</b></p>
24.	<p>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> <p>Response:  <b>Confirmed. For claimant inquiries, our Customer Service staff can resolve to a vast majority of caller questions and inquiries. The escalation process for calls they are not able to resolve varies based on the nature of the issue. Calls may be referred to the primary Claim Analyst and/or Team Leader. If the Team Leader is not able to resolve the issue, the matter will be referred to a Claim Manager or Director. We will notify you of recurring patterns.</b></p>
25.	<p>Develops enrollment materials. Provide an example of an employee enrollment kit.</p> <p>Response:  <b>We provide a variety of marketing communications and forms of enrollment support:</b></p> <ul style="list-style-type: none"> <li>• Integrated marketing communication strategies designed for company-specific employee populations</li> <li>• Customized mobile-ready, interactive decision-support tool outlining benefit options</li> <li>• Cost calculator to demonstrate product affordability</li> <li>• Informative and engaging product education videos</li> <li>• Customized enrollment materials</li> <li>• Onsite group meetings</li> <li>• Customized communications may include: postcards, posters, email messages, text messaging campaigns, social posts/content, intranet banner ads, benefits site content, envelope stuffers, product flyers, cost calculator</li> </ul> <p>Printing costs for standard enrollment and communication materials are included in our premium rates. We can accommodate unusual printing requirements or color printing at an additional cost.</p> <p><b>We have included a sample employee enrollment kit in Section 7 of our proposal response.</b></p>

<b>IMPLEMENTATION</b>	
	Provide a detailed timeline and implementation plan including deadlines set forth in this RFP including State resources and personnel required.
26.	<p>Response: <b>Implementation Timeline</b> We have included an implementation timeline in Section 7 of our proposal response.</p> <p><b>Implementation Personnel</b> During implementation, your National Account Implementation Manager, Stephanie Rollins, and Client Relationship Manager, Tracy Smith, will ensure timely completion of tasks and document any issues. They will work with State of Nebraska to develop communication materials and training requirements.</p>
	No statement of health or medical evidence will be imposed upon the initial group of covered employees.
27.	<p>Response: For Disability coverage, The Hartford requires EOI when an employee applies for coverage after the initial eligibility period and/or when there is a family status change. Some plan designs may require EOI at specific thresholds.</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.
28.	<p>Response: Confirmed. No employee will gain or lose coverage or receive a greater or a lesser benefit due to change in carriers, provided that the employee was eligible for benefits the day before our policy's effective date.</p>
	Any "actively at work" requirements will be waived for current covered employees.
29.	<p>Response: For Disability coverages, employees will not ordinarily lose coverage due to a change in carriers. If an employee is on an approved leave (other than medical leave), a paid vacation day, or another approved paid day off, coverage will begin on the new policy's effective date.</p> <p>If an employee is absent from work due to a medical condition on the coverage effective date, we would defer the onset of coverage until that employee returns to active employment for one full day (it is possible that a medical leave day could signal the beginning of a disability claim, which would be the liability of the prior carrier). However, if on the day before the new policy's effective date, the employee is insured under the prior policy and not eligible to receive benefits under the prior policy, he or she will be covered under the new policy on the policy effective date.</p>
	Identify any programs, systems, or administrative opportunities that your organization can provide during the implementation process that would be beneficial to the State.
30.	<p>Response: Here are the key steps in the implementation process:</p> <ul style="list-style-type: none"> <li>• Initial conference call <ul style="list-style-type: none"> <li>- Assign a kick-off meeting date and identify required resources <ul style="list-style-type: none"> <li>▪ A Hartford Customer Support Representative will be assigned to assist with the creation and submission of your Individual Data Management File</li> </ul> </li> </ul> </li> <li>• Implementation log <ul style="list-style-type: none"> <li>- Track all implementation activities in this log</li> </ul> </li> <li>• Kick-off meeting <ul style="list-style-type: none"> <li>- Discuss your needs/concerns and develop a process plan</li> <li>- Cover agenda items such as claims processing, plan design, billing, communication and training</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>• Ongoing communications <ul style="list-style-type: none"> <li>– Schedule regular conference calls to finalize details and ensure the project is running on schedule</li> <li>– Update all project team members via email and informal phone calls</li> </ul> </li> </ul> <p>Post-implementation:</p> <ul style="list-style-type: none"> <li>• Begins after the plan Effective Date for a duration of approximately 30 to 60 days</li> <li>• The National Account Implementation Manager, Stephanie Rollins, steps down and your Client Relationship Manager, Tracy Smith, begins servicing your account</li> <li>• We review processes, procedures and communications to ensure all of your needs have been met</li> </ul>
<b>REPORTING</b>	
31.	<p>Monthly, quarterly, semi-annual, and annual reporting including but not limited to: Utilization, approvals/denials of coverage, etc.</p> <p>Response: <b>Confirmed.</b></p>
32.	<p>A year-end financial accounting for the program within 60 days of the contract anniversary date.</p> <p>Response: <b>We provide annual accounting information and the <i>Annual Statement of Premium &amp; Producer Compensation</i> form within 90 days of the end of your policy year.</b></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: <b><i>Quality Assurance Program</i></b> We manage quality assurance through our Claims Excellence program. This program is staffed by full-time Claims Quality and Solutions Consultants who review a percentage of both active and closed claims and identify the strengths and opportunities in our execution of best practices. We then focus our training and process improvement initiatives in the areas identified.</p> <p>Each claim reviewed is evaluated for:</p> <ul style="list-style-type: none"> <li>• Accuracy — includes financial, payment, coding and claim decision</li> <li>• Resolution and timeliness — ensures consistency with our claim practices and efficiency in claim handling</li> <li>• Customer service — ensures the highest service level for our customers</li> <li>• Appropriate and timely claim investigation</li> </ul> <p><b><i>Selection Criteria</i></b> The files reviewed are randomly selected from a list of claims that meet predetermined criteria, including:</p> <ul style="list-style-type: none"> <li>• Recent initial claim decisions</li> <li>• Ongoing claims</li> <li>• Recent change in definition decisions</li> <li>• Recently terminated claims</li> </ul> <p><b><i>Percentage of Claims Reviewed</i></b> The percentage of claims reviewed differs by line of business and the number of open/closed claims. At no time will the number of claims reviewed fall under the percentage required for a statistically valid audit sample as determined by our Claims Actuarial unit:</p> <ul style="list-style-type: none"> <li>• The general rule allows for 1% of the population to be reviewed</li> <li>• For high-frequency/low-complexity lines, we review less than 1%</li> <li>• For low-frequency/high-complexity lines, we review more than 1%</li> </ul>

	<p>For 2017, we audited approximately 1,275 STD claims and 1,361 LTD claims.</p> <p><b>Reported Results</b>  We can provide annual quality assurance results at the claim office level. We generally do not provide client-specific quality assurance results.</p>
<b>PERFORMANCE GUARANTEES</b>	
	<p>Do you have a formal performance guarantee program? If so, please provide a copy.</p> <p>Response:  <b>Yes. The Hartford encourages the negotiation of a mutually agreeable performance guarantee with State of Nebraska and will collaborate to develop the standards for which service guarantees will be provided.</b></p> <p><b>We are willing to extend performance guarantees to categories that are measurable, generate sufficient volume to produce statistically valid results, and are under The Hartford's control.</b></p>
34.	<p><b>Some of our most common guarantees include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>• Claim turnaround time</li> <li>• Claim financial accuracy</li> <li>• Timely report delivery</li> <li>• Program implementation</li> </ul> <p><b>We have included sample performance guarantees in Section 7 of our proposal response. The performance guarantees we have provided are considered proprietary information.</b></p>
<b>BILLING</b>	
	<p>Attach a description of premium billing procedures.</p> <p>Response:  <b>Confirmed. We have attached a description of premium billing procedures in Section 7 of our proposal response.</b></p>
	<p>Maintains a process for the correction of under and over payments.</p> <p>Response:  <b>Confirmed.</b></p>
36.	<p><b>Underpayments</b>  Any identification of an underpaid claim would be promptly paid and documented. For example, an audit, we identified a miscalculation in the pre-disability earnings for a claim. The claim was immediately recalculated, underpaid benefits issued, and the claimant and employer notified of the underpayment.</p> <p><b>Overpayments</b>  <b>STD</b>  An STD overpayment would be withheld from future benefits. In situations in which there are no future benefits from which to withhold, we work with the claimant to negotiate a reimbursement schedule, normally with a six-month limit. If this avenue fails, we refer the overpayment to a collection agency. Our recovery efforts showed a total STD recovery of 60.12% within the 2017 calendar year.</p> <p><b>LTD</b>  Our claim-handling procedures recognize that most Social Security awards are made on a retroactive basis, and most overpayments do result from the retroactive award of Social Security disability benefits.</p>

	<p>We have all LTD claimants complete a LTD Payment Options and Reimbursement Agreement in which they elect either to:</p> <ul style="list-style-type: none"> <li>• Have an estimated Social Security benefit used in the benefit calculations.</li> <li>• Agree to reimburse The Hartford for the overpayment that results when Social Security is awarded.</li> </ul> <p>Reimbursement agreements are also used when there is a pending Workers' Compensation claim.</p> <p>We require an overpayment agreement:</p> <ul style="list-style-type: none"> <li>• When we advance funds on a contested Workers' Compensation application.</li> <li>• When the claimant opts to receive LTD benefits at the full rate rather than have them reduced by an estimated Social Security offset.</li> <li>• In right-of-recovery and subrogation situations.</li> </ul> <p>Most overpayments that result from Social Security awards and/or Workers' Compensation claims are quickly reimbursed. In other overpayment situations or when the claimant does not provide reimbursement as agreed, we recover the overpayment by withholding future benefit payments.</p> <p>When the claimant will not cooperate and there are no future benefits from which to withhold, we work with the claimant to negotiate a reimbursement schedule, normally with a 12-month limit. If this avenue fails, we refer the overpayment to a collection agency. Our recovery efforts showed a total LTD recovery of 60.85% within the 2017 calendar year.</p>
37.	<p>Withhold Medicare taxes from the disabled employee's disability benefits and remits them to the federal government.</p> <p>Response: Confirmed, if the benefit is taxable. We withhold the first six calendar months.</p>
38.	<p>Remits the State's portion of Medicare tax (from a State Medicare matching Fund) to the federal government.</p> <p>Response: If State of Nebraska has their own MEDI fund which is used to pay the state's portion of MEDI tax, The Hartford will not be able to make the tax deposit/remittance of the state's portion Medicare tax to the federal government using the state of Nebraska FEIN number. If State of Nebraska elects The Hartford's FICA match service, all deposits will be made using The Hartford's EIN # 06-0838648. We would be happy to discuss this in greater detail to ensure we are meeting your needs.</p>





**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:	Hartford Life and Accident Insurance Company
Bidder Address:	One Hartford Plaza Hartford, CT 06155
Contact Person & Title:	Gary Keating, Senior National Accounts Executive
E-mail Address:	gary.keating@thehartford.com
Telephone Number (Office):	303-379-3347
Telephone Number (Cellular):	303-379-3347
Fax Number:	860-392-5239

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

Communication with the State Contact Information	
Bidder Name:	Hartford Life and Accident Insurance Company
Bidder Address:	One Hartford Plaza Hartford, CT 06155
Contact Person & Title:	Gary Keating, Senior National Accounts Executive
E-mail Address:	gary.keating@thehartford.com
Telephone Number (Office):	303-379-3347
Telephone Number (Cellular):	303-379-3347
Fax Number:	860-392-5239



**A. 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.

Responsibility	State of Nebraska	STD and LTD Contractor
1. ENROLLMENT and ELIGIBILITY	<p>A. Collects contributions from employees. <b>Confirmed.</b></p> <p>B. Determines eligibility in all cases and maintains a database of enrolled employees. <b>Confirmed.</b></p>	
2. CUSTOMER SERVICE	<p>A. Assists agencies and participants with eligibility and enrollment issues. <b>Confirmed.</b></p> <p>B. Monitors the service agreements and insured contracts. <b>Confirmed.</b></p> <p>C. Monitors carrier's performance and reviews customer complaints. <b>Confirmed.</b></p>	<p>D. Assists participants and agencies with claims issues. <b>Confirmed.</b></p> <p>E. Staffs a customer service department that provides telephone support to members via a toll free number. <b>Confirmed.</b></p> <p>F. Maintains telephone technology for the hearing and visually impaired. <b>Confirmed.</b></p> <p>G. Responds to participant questions on enrollment, claims and benefits. <b>Confirmed.</b></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. <b>Confirmed.</b></p>
3. COMMUNICATIONS	<p>A. Approves all communication materials prior to distribution. <b>Confirmed.</b></p>	<p>B. Develops enrollment materials. <b>Confirmed.</b></p> <p>C. Develops and produces a standard benefit description form and also makes it available in an electronic format. <b>Confirmed.</b></p> <p>D. Develops benefits booklet (Summary Plan Description (SPD)/ Certificate of Coverage). <b>The Hartford<sup>1</sup> provides booklet-certificates for fully-insured coverages.</b></p> <p>E. Works with State of Nebraska</p>

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

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



Responsibility	State of Nebraska	STD and LTD Contractor
		<p>communications personnel. <b>Confirmed.</b></p> <p>F. Provides content for direct employee communications at the State's request. <b>Confirmed.</b></p> <p>G. Provides assistance to State at Annual Open Enrollment meetings. <b>Confirmed. The Hartford will offer State of Nebraska a one-time open enrollment at initial takeover up to the guaranteed issue limit. Additionally, we will waive minimum participation percentage requirements. Please note that we do require 10 enrolled lives to bind coverage.</b></p> <p><b>An open enrollment is not applicable to non-contributory coverage.</b></p> <p><b>Our Enrollment Manager team is available to support your onsite enrollment events in locations with at least 200 eligible employees. Our preference is that all onsite events require mandatory employee participation. We are able to provide representatives that can speak Spanish at the meetings.</b></p>
4. CLAIMS PROCESSING		<p>A. Processes all claims. <b>Confirmed.</b></p> <p>B. Maintains a process for the correction of under and over payments. <b>Confirmed.</b></p> <p>C. Issues W-2 forms to employees. <b>Confirmed. If State of Nebraska authorizes The Hartford to prepare Forms W-2 for payees and file such forms with the appropriate U.S. federal and state agencies, we will:</b></p> <ul style="list-style-type: none"> <li>• <b>Postmark and send Forms W-2 to the IRS by January 31 of each year (or such other date required by the IRS) to payees containing sick pay information.</b></li> <li>• <b>Make return filings in accordance with federal and state requirements (IRS Publication 15A) regarding income, Social Security and Medicare taxes.</b></li> <li>• <b>Issue Forms W-2 using The Hartford's tax identification number and</b></li> </ul>

Responsibility	State of Nebraska	STD and LTD Contractor
		<p>make return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the Policy (if already terminated)</p> <ul style="list-style-type: none"> <li>• Provide State of Nebraska with the information (by January 15 of each year) required by federal law to enable you to prepare Forms W-2 for your active and terminated employees if the Employer declines this service</li> <li>• Supply the employer's copy "D" of the W-2, upon request only.</li> </ul> <p>If the Employer declines W-2 services, FICA Match Services may not be selected.</p> <p>D. Withhold Medicare taxes from the disabled employee's disability benefits and remits them to the federal government. <b>Confirmed, if the benefit is taxable. We withhold the first six calendar months.</b></p> <p>E. Remits the State's portion of Medicare tax (from a State Medicare matching Fund) to the federal government. <b>If State of Nebraska has their own MEDI fund which is used to pay the state's portion of MEDI tax, The Hartford will not be able to make the tax deposit/remittance of the state's portion Medicare tax to the federal government using the state of Nebraska FEIN number. If State of Nebraska elects The Hartford's FICA match service, all deposits will be made using The Hartford's EIN # 06-0838648. We would be happy to discuss this in greater detail to ensure we are meeting your needs.</b></p>
5. CLAIM MANAGEMENT		<p>A. Maintains and provides effective case management and disability management programs. <b>Confirmed.</b></p> <p>B. Provides Return to Work services. <b>Confirmed.</b></p> <p>C. Identifies and reports fraud. <b>Confirmed.</b></p>
6. COORDINATION OF BENEFITS		<p>A. Coordinates with other programs that provide Deductible Income (offset income) when applicable. <b>Confirmed.</b></p>

Responsibility	State of Nebraska	STD and LTD Contractor
7. COORDINATION WITH OTHER INSURANCE COMPANIES OR VENDORS		<p>A. Coordinates with State's online enrollment vendor <b>Confirmed.</b></p>
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. <b>Confirmed.</b></p> <p>B. A year-end financial accounting for the program within 60 days of the contract anniversary date. <b>We provide annual accounting information and the <i>Annual Statement of Premium &amp; Producer Compensation</i> form within 90 days of the end of your policy year.</b></p>
9. MISCELLANEOUS		<p>A. Attends quarterly meetings with State of Nebraska and other meetings as requested by the State at insurance company expense. <b>Confirmed.</b></p> <p>B. Provides proposed fee changes by January 1 for the subsequent July 1 unless otherwise requested by the State. <b>Confirmed.</b></p> <p>C. Advises State of any new regulatory compliance issues that affect the State's account. <b>Confirmed.</b></p>



# Benefits Enrollment Form for ABC Company

## Hartford Life and Accident Insurance Company

One Hartford Plaza, Hartford, Connecticut 06155 (A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc., and its subsidiaries.



**Instructions:** 1) Please print clearly with blue or black ink and provide complete information. (Missing information causes delays.) 2) Please review the applicable benefit highlight/summary information for each product prior to electing coverage. You (employee) and your dependent(s) (if applicable) are only eligible for coverage as allowed by the applicable group policy. 3) For each coverage, please check the appropriate box(es) to elect or decline coverage and enter amounts where necessary. 4) Please sign and date the form. 5) Submit the form as instructed by your Benefits Administrator by the enrollment deadline. (Do not submit or send the form directly to The Hartford.)

EMPLOYEE INFORMATION					
Name (FIRST MI LAST)			Employee Social Security Number		
Street Address		City		State	Zip Code
Date of Hire (MM/DD/YYYY)	Date of Birth (MM/DD/YYYY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F		Earnings	
Class	Location	Division	Job Title	Group Policy Number	

TOBACCO USE INFORMATION
(IF YOU DO NOT COMPLETE THIS SECTION, TOBACCO PREMIUMS WILL APPLY TO APPLICABLE COVERAGE(S))
Have you (employee) used tobacco or nicotine replacement in any form in the past 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No

DEPENDENT INFORMATION					
(ADDITIONAL CHILDREN MAY BE LISTED ON SEPARATE PAPER AND ATTACHED TO/SUBMITTED WITH THIS FORM)					
Spouse/Domestic Partner Name (FIRST MI LAST)		Date of Birth	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date Married/Partnered	
<input type="checkbox"/> N/A					
Child Name (FIRST MI LAST)	Date of Birth	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Child Name (FIRST MI LAST)	Date of Birth	Gender <input type="checkbox"/> M <input type="checkbox"/> F
		<input type="checkbox"/> M <input type="checkbox"/> F			<input type="checkbox"/> M <input type="checkbox"/> F
		<input type="checkbox"/> M <input type="checkbox"/> F			<input type="checkbox"/> M <input type="checkbox"/> F

SHORT TERM DISABILITY INSURANCE				
Coverage for Employee Only	Benefit Amount	Monthly Premium Amount (Cost per Pay Period – 12/Year)	Elect Coverage	Decline Coverage
Employee	60% of earnings, up to \$1,000 each week	Paid by Employer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information:</b>				
• Your benefit amount is based on your earnings; therefore, your benefit and premium amount will change as your earnings change.				

LONG TERM DISABILITY INSURANCE				
Coverage for Employee Only	Benefit Amount	Monthly Premium Amount (Cost per Pay Period – 12/Year)	Elect Coverage	Decline Coverage
Employee	60% of earnings, up to \$6,000 each month	Paid by Employer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information:</b>				
• Your benefit amount is based on your earnings; therefore, your benefit and premium amount will change as your earnings change.				

BASIC TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE				
Coverage for Employee	Benefit Amount	Monthly Premium Amount (Cost per Pay Period – 12/Year)	Elect Coverage	Decline Coverage
Employee	1x annual earnings, up to \$100,000	Paid by Employer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information:</b>				
The benefit amount available to you (employee) under this plan is subject to a reduction schedule beginning at age 65.				

VOLUNTARY TERM LIFE INSURANCE		
You must enroll for this coverage in order for your dependents to be eligible for this coverage.		
Coverage for Employee & Dependent(s)	Benefit Amount – Select One Option	Monthly Premium Amount (Cost per Pay Period – 12/Year)
Employee	<input type="checkbox"/> \$10,000	\$ _____
	<input type="checkbox"/> \$20,000	\$ _____
	<input type="checkbox"/> \$30,000	\$ _____
	<input type="checkbox"/> \$40,000	\$ _____
	<input type="checkbox"/> \$ _____	\$ _____
	<input type="checkbox"/> Decline Employee Coverage	
Spouse/Partner	<input type="checkbox"/> \$5,000	\$ _____
	<input type="checkbox"/> \$10,000	\$ _____
	<input type="checkbox"/> \$15,000	\$ _____
	<input type="checkbox"/> \$20,000	\$ _____
	<input type="checkbox"/> \$ _____	\$ _____
	<input type="checkbox"/> Decline Spouse/Partner Coverage	
Child(ren) • The premium amount(s) shown apply to all children, regardless of the number of children you have	<input type="checkbox"/> \$10,000 for each child	\$1.20 for all children
	<input type="checkbox"/> Decline Child(ren) Coverage	N/A
<b>Additional Information:</b>		
<ul style="list-style-type: none"> <li>If you enroll during your annual enrollment period or are newly eligible and elect an amount that exceeds the guaranteed issue amount of \$150,000, you will need to provide evidence of insurability that is satisfactory to The Hartford before the excess can become effective. If you enroll after your annual or initial enrollment period, evidence of insurability will be required for all coverage amounts.</li> <li>For your spouse coverage, if you enroll during your annual enrollment period or are newly eligible and elect an amount that exceeds the guaranteed issue amount of \$50,000, your spouse will need to provide evidence of insurability that is satisfactory to The Hartford before the excess can become effective. If you enroll after your annual or initial enrollment period, evidence of insurability will be required for all coverage amounts.</li> <li>The premium amount(s) for you and your spouse/partner are based on your (employee) age; therefore, the premium amount(s) will change as you grow older.</li> <li>The child benefit amount listed applies to any child age 6 months or older. A different amount may apply to any child under the age of 6 months.</li> </ul>		

**IMPORTANT HOSPITAL INDEMNITY INSURANCE ELIGIBILITY INFORMATION**

The following notice(s) apply to all Hospital Indemnity and Voluntary Hospital Indemnity coverage presented on this form:

- HOSPITAL INDEMNITY INSURANCE IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. THIS IS NOT QUALIFYING HEALTH COVERAGE (“MINIMUM ESSENTIAL COVERAGE”) THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON’T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.**

VOLUNTARY HOSPITAL INDEMNITY INSURANCE		
Coverage for Employee & Dependent(s)	Coverage Tier – Select One Option	Monthly Premium Amount (Cost per Pay Period – 12/Year)
Plan 2	<input type="checkbox"/> Employee Only	\$15.00
	<input type="checkbox"/> Employee & Spouse/Partner	\$18.00
	<input type="checkbox"/> Employee & Child(ren)	\$20.00
	<input type="checkbox"/> Employee & Family	\$25.00
	<input type="checkbox"/> Decline Coverage	N/A

# Benefits Enrollment Form

## Important Notice – Fraud Warning Statements

### Hartford Life and Accident Insurance Company

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he Hartford® is The Hartford Financial Services Group, Inc., and its subsidiaries.



**Please read the statement that applies to your state of residence prior to signing the enrollment form.**

**For residents of all states EXCEPT Arizona, California, Colorado, Florida, Kentucky, Maine, Maryland, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, Puerto Rico, Tennessee, Virginia and Washington:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**For Residents of Arizona:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**For Residents of California:** The falsity of any statement in the application for any policy covered by this chapter shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

**For residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**For residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**For residents of Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim or an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**For residents of Maine, Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and denial of insurance benefits.

**For residents of Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**For residents of New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties. Any person who includes any false or misleading information on an application for insurance is subject to criminal and civil penalties.

**For residents of New Mexico and North Carolina:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**For residents of New York (not applicable to Life Insurance):** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**For residents of Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**For residents of Oregon:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material is subject to a denial and/or reduction in insurance benefits and may be subject to any civil penalties available.

**For residents of Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material hereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**For residents of Puerto Rico:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**For residents of Virginia:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

# GROUP LONG-TERM DISABILITY INSURANCE BENEFIT HIGHLIGHTS



Just over 1 in 4 of today's 20 year-olds will become disabled before they retire (age 67).<sup>1</sup>

## ABC Company

A disability can happen to anyone. Long-term disability insurance helps protect your paycheck if you're unable to work for a long period of time after a serious condition, injury or sickness.



To learn more about Long-Term Disability insurance, visit [thehartford.com/employeebenefits](http://thehartford.com/employeebenefits)

## COVERAGE INFORMATION

You are enrolled for the following long-term disability benefit: 60% of your earnings to a maximum monthly benefit of \$6,000. Your minimum monthly benefit will be the greater of \$100 or 10% of the benefit based on monthly income loss before the deduction of other income benefits.

## PREMIUMS

Your employer pays 100% of the premium for your (employee) coverage.<sup>2</sup>

## ASKED & ANSWERED

### WHO IS ELIGIBLE?

You are eligible for this insurance if you are an active full-time employee who works at least 30 hours per week on a regularly scheduled basis.

### AM I GUARANTEED COVERAGE?

Yes, this insurance is guaranteed issue coverage – it is available without having to provide information about your health.

This coverage is subject to a pre-existing condition exclusion, which is detailed on the Limitations & Exclusions sheet.<sup>3</sup>

### HOW DO I PAY FOR THIS INSURANCE?

Your employer pays 100% of the premium for your (employee) coverage.

### WHEN CAN I ENROLL?

Your employer will automatically enroll you for this coverage.

### WHEN DOES THIS INSURANCE BEGIN?

This insurance will become effective for you on the date you become eligible.

You must be actively at work with your employer on the day your coverage takes effect.

### WHEN DOES THIS INSURANCE END?

This insurance will end when you no longer satisfy the applicable eligibility conditions, premium is unpaid, you leave your employer, or the coverage is no longer offered.

### WHAT DOES IT MEAN TO BE DISABLED?

Typically, disability means that you cannot perform one or more of the essential duties of your occupation due to injury, sickness, pregnancy or other medical condition covered by the insurance, and as a result, your current monthly earnings are less than 80% of your pre-disability earnings. Once you have been disabled for 2 years following the elimination period, you must be prevented from performing one or more of the essential duties of any occupation and as a result, your current monthly earnings are less than or equal to 80% of your pre-disability earnings. Pre-disability earnings are defined in your policy.

### WHEN DOES MY BENEFIT BECOME PAYABLE?

You must be disabled for 180 days before the benefit becomes payable. This is referred to as your elimination period.

### HOW LONG WILL I RECEIVE BENEFITS?

If you become disabled prior to age 63, benefits may continue for as long as you remain disabled or until the greater of your Social Security normal retirement age or 4 years. If your disability occurs at age 63 or above, the number of payments may reduce.



<sup>1</sup>U.S. Social Security Administration Fact Sheet. Web 30 June 2017 <https://www.ssa.gov/news/press/factsheets/basicfact-alt.pdf>

<sup>2</sup>Rates and/or benefits may be changed.

<sup>3</sup>The Long Term Disability policy contains a Pre-Existing Condition Exclusion. Please refer to the certificate for more information on exclusions and limitations, such as Pre-Existing Conditions

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This Benefit Highlights document explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this document and the policy, the terms of the policy apply. **Benefits are subject to state availability. Policy terms and conditions vary by state.** Complete details including the provisions, terms, conditions, limitations and exclusions are in the Certificate of Insurance Issued to each insured individual and the Master Policy as Issued to the policyholder. The Hartford compensates both internal and external producers, as well as others, for the sale and service of our products. For additional information regarding Hartford's compensation practices, please review our website <http://thehartford.com/group-benefits-producer-compensation>. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent.

# GROUP SHORT-TERM DISABILITY INSURANCE BENEFIT HIGHLIGHTS



In the U.S., a disabling injury occurs every second.<sup>1</sup>

## ABC Company

A disability can happen to anyone. A back injury, pregnancy, or serious illness can lead to months without a regular paycheck. If you're unable to work for a short period of time due to a non-work-related condition, illness or injury, short-term disability insurance offers financial protection by paying you a portion of your earnings.



To learn more about Short-Term Disability insurance, visit [thehartford.com/employeebenefits](http://thehartford.com/employeebenefits)

## COVERAGE INFORMATION

You are enrolled for the following short-term disability benefit: 60% of your weekly earnings to a maximum weekly benefit of \$1,000. Your minimum weekly benefit will be \$20.

## PREMIUMS

Your employer pays 100% of the premium for your (employee) coverage.<sup>2</sup>

## ASKED & ANSWERED

### WHO IS ELIGIBLE?

You are eligible for this insurance if you are an active full-time employee who works at least 30 hours per week on a regularly scheduled basis.

### IS GUARANTEED COVERAGE?

This insurance is guaranteed issue coverage – it is available without having to provide information about your health.

### HOW DO I PAY FOR THIS INSURANCE?

Your employer pays 100% of the premium for your (employee) coverage.

### WHEN CAN I ENROLL?

Your employer will automatically enroll you for this coverage.

### WHEN DOES THIS INSURANCE BEGIN?

This insurance will become effective for you on the date you become eligible.

You must be actively at work with your employer on the day your coverage takes effect.

### WHEN DOES THIS INSURANCE END?

This insurance will end when you no longer satisfy the applicable eligibility conditions, premium is unpaid, you leave your employer, or the coverage is no longer offered.

### WHAT DOES IT MEAN TO BE DISABLED?

Due to accidental bodily injury, sickness, mental illness, substance abuse or pregnancy you are unable to perform the essential duties of your occupation, and as a result, you are earning 20% or less of your pre-disability weekly earnings or you are able to perform some, but not all, of the essential duties of your occupation and as a result, you are earning more than 20% but less than 80% of your pre-disability weekly earnings. Pre-disability earnings are defined in your policy.

### WHEN DOES MY BENEFIT BECOME PAYABLE?

For disabilities caused by sickness or injury, benefits begin after you are disabled for 7 days.

### HOW LONG WILL I RECEIVE BENEFITS?

Benefits will be payable for 25 weeks or until you are no longer disabled, whichever occurs first.

<sup>1</sup>Injury Facts, National Safety Council, 2015 Edition, P. 37, Web, 30 June 2017.

<sup>2</sup>Fees and/or benefits may be changed.

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Benefit Highlights document explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this document and the policy, the terms of the policy apply. Benefits are subject to state availability. Policy terms and conditions vary by state. Complete details including the provisions, terms, conditions, limitations and exclusions are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. The Hartford compensates both internal and external producers, as well as others, for the sale and service of our products. For additional information regarding Hartford's compensation practices, please review our website <http://thehartford.com/group-benefits-producer-compensation>. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent.



Dear Employee,

Choose to be prepared, whatever life brings. The insurance choices you make today can help ensure your family's financial recovery in the future – helping them prevail.

**Disability insurance** helps protect your most valuable asset – your paycheck. By replacing a portion of your income, it can help you continue to take care of your living expenses if you become unable to work due to a covered illness or injury.

**Life insurance** can help protect your family through every stage of life. Your enrollment is the time to ensure you have protection – and enough of it – to cover final expenses, pay off a mortgage on a house or condo, pay off student loans or other debts, fund college costs or even help care for dependent parents.

**Accidental Death and Dismemberment insurance** helps protect you and your family from the financial consequences of a severe injury, paralysis or death resulting from an accident at or outside of work.

By complementing major medical coverage, **Critical Illness (CI)** with **Accident** insurance provides an additional layer of financial protection when you and your family need it most. **CI** insurance provides a lump-sum payment when a covered illness is diagnosed; **Accident** insurance gives you a payment for a covered injury and related services. These payment(s) are sent directly to you, and can be used in any way you choose.

**Critical Illness (CI)** insurance provides an additional layer of financial protection when you and your family need it most. It provides a lump-sum payment, sent directly to you, when a covered illness is diagnosed.

**Accident** insurance provides direct cash benefit(s) associated with a covered injury and related services. These payment(s) are sent directly to you, and can be used in any way you choose.

Hospital Indemnity insurance provides a cash benefit in the event of an unexpected hospital stay for a covered illness and/or injury. You and your covered dependents are paid a set benefit amount, depending on your plan and the length of stay. You can use the payment however you choose.

Good protection should offer more than just financial coverage. It should also include services that can help you and your loved ones make informed decisions, providing support when it is needed most. With a policy from The Hartford, you and your beneficiaries may also have access to helpful services like online will prep, funeral planning, travel assistance, administrative and clinical support after an illness or injury, and counselors and lawyers for emotional and legal support.

For more details on these valuable services, refer to the Additional Services sheet in this package or ask your employer for more information.

**Choose Well.**

**THIS POLICY PROVIDES LIMITED BENEFITS FOR SPECIFIED DISEASES ONLY.** This limited health benefit plan (1) does not constitute major medical coverage, and (2) does not satisfy the individual mandate of the Affordable Care Act (ACA) because the coverage does not meet the requirements of minimum essential coverage.

In New York: This policy provides limited benefits health insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

**THIS IS A HOSPITAL CONFINEMENT INDEMNITY POLICY. THE POLICY PROVIDES LIMITED BENEFITS.** This limited benefit plan (1) does not constitute major medical coverage, and (2) does not satisfy the individual mandate of the Affordable Care Act (ACA) because the coverage does not meet the requirements of minimum essential coverage.

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. Home Office is Hartford, CT. 3088 NS 06/16 ©2016 The Hartford Financial Services Group, Inc. All rights reserved. Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accident Form Series includes GBD-1000, GBD-1300, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life Form Series includes GBD-1000, GBD-1100, or state equivalent. Hospital Income Plan Form Series includes GBD-2800, GBD-2900, or state equivalent.



# STATE OF NEBRASKA SAMPLE PROJECT SCHEDULE

Policy Effective Date 7/1/2019  
 Enrollment Dates 5/1/2019 - 5/31/2019  
 System Go-Live Date 4/23/2019

CATEGORY	NOTES	OWNER	DURATION (BUSINESS DAYS)	BEGIN DATE	END DATE	STATUS	DATE COMPLETED	BUSINESS DAYS UNTIL DUE DATE
<b>POST-SALE IMPLEMENTATION PLANNING</b>			15 day(s)	3/1/2019	3/22/2019	G		
Implementation Kickoff Meeting		IMPLEMENTATION MANAGER	1 day(s)	3/8/2019	3/8/2019	G		71 day(s)
Identify Required Vendor/Client IT Resources		STATE OF NEBRASKA	6 day(s)	3/1/2019	3/8/2019	G		71 day(s)
Establish Weekly Meeting Schedule		IMPLEMENTATION MANAGER	1 day(s)	3/8/2019	3/8/2019	G		71 day(s)
<b>PLAN ADMINISTRATION CONFIRMATION</b>			17 day(s)	3/8/2019	4/2/2019	G		
Plan Designs & Rates		IMPLEMENTATION MANAGER / STATE OF NEBRASKA	2 day(s)	3/8/2019	3/11/2019	G		72 day(s)
Eligibility, Enrollment, & EDI Rules		IMPLEMENTATION MANAGER / STATE OF NEBRASKA	-3 day(s)	3/8/2019	3/8/2019	G		69 day(s)
Termination & Continuation Rules		IMPLEMENTATION MANAGER / STATE OF NEBRASKA	2 day(s)	3/8/2019	3/11/2019	G		72 day(s)
Billing Setup		IMPLEMENTATION MANAGER / STATE OF NEBRASKA	18 day(s)	3/8/2019	4/2/2019	G		88 day(s)
Reporting Setup		IMPLEMENTATION MANAGER / STATE OF NEBRASKA	18 day(s)	3/8/2019	4/2/2019	G		88 day(s)
Account Structure Setup		IMPLEMENTATION MANAGER / STATE OF NEBRASKA	18 day(s)	3/8/2019	4/2/2019	G		88 day(s)
Booklet Setup		IMPLEMENTATION MANAGER / STATE OF NEBRASKA	18 day(s)	3/8/2019	4/2/2019	G		88 day(s)
<b>ENROLLMENT SERVICES</b>			77 day(s)	3/8/2019	6/25/2019	G		
Enrollment / Marketing Kickoff Meeting		ENROLLMENT MANAGER / STATE OF NEBRASKA	1 day(s)	3/8/2019	3/8/2019	G		71 day(s)
Finalize Enrollment Services Selections		ENROLLMENT MANAGER / STATE OF NEBRASKA	5 day(s)	3/11/2019	3/16/2019	G		76 day(s)
Enrollment Materials (e.g., forms, highlight sheets)		ENROLLMENT MANAGER	16 day(s)	3/18/2019	4/8/2019	G		92 day(s)
Marketing Materials		ENROLLMENT MANAGER	6 day(s)	3/11/2019	3/18/2019	G		77 day(s)
Custom Marketing Materials		ASSISTANT DIRECTOR OF MARKETING	50 day(s)	3/8/2019	5/18/2019	G		120 day(s)
Marketing Material Needs Identified		ASSISTANT DIRECTOR OF MARKETING / STATE OF NEBRASKA	6 day(s)	3/8/2019	3/16/2019	G		76 day(s)
Material Drafts Provided		ASSISTANT DIRECTOR OF MARKETING	6 day(s)	3/22/2019	3/29/2019	G		86 day(s)
Review/Signoff of Material Drafts		STATE OF NEBRASKA	6 day(s)	4/1/2019	4/8/2019	G		92 day(s)
Receive EPS Logo		STATE OF NEBRASKA	22 day(s)	3/8/2019	4/8/2019	G		92 day(s)
Finalize Materials		ASSISTANT DIRECTOR OF MARKETING	11 day(s)	4/9/2019	4/23/2019	G		103 day(s)
Final Signoff of Materials		STATE OF NEBRASKA	6 day(s)	4/24/2019	5/1/2019	G		109 day(s)
Materials Deployed		ASSISTANT DIRECTOR OF MARKETING	11 day(s)	5/2/2019	5/18/2019	G		120 day(s)
<b>INBOUND FILE FEED SERVICES</b>			64 day(s)	3/15/2019	6/13/2019	G		
Build File Specification		IT ANALYST (INBOUND FILE) / STATE OF NEBRASKA	11 day(s)	3/15/2019	3/29/2019	G		88 day(s)
File Transmission Requirements		IT ANALYST (INBOUND FILE) / STATE OF NEBRASKA	10 day(s)	3/15/2019	4/9/2019	G		93 day(s)
File Review		IT ANALYST (INBOUND FILE) / STATE OF NEBRASKA	21 day(s)	4/1/2019	4/29/2019	G		107 day(s)
File Testing		IT ANALYST (INBOUND FILE) / STATE OF NEBRASKA	16 day(s)	4/30/2019	5/21/2019	G		123 day(s)
Production Load		IT ANALYST (INBOUND FILE)	6 day(s)	6/3/2019	6/10/2019	G		137 day(s)
<b>CLAIMS</b>			69 day(s)	4/24/2019	7/30/2019	G		
Hartford Claim Tool / Knowledge Transfer Due		ASSISTANT DIRECTOR OF CLAIM SERVICES	43 day(s)	4/24/2019	6/24/2019	G		147 day(s)
Employer Claims Training		ASSISTANT DIRECTOR OF CLAIM SERVICES	66 day(s)	4/24/2019	7/30/2019	G		173 day(s)
<b>DELIVERABLES</b>			62 day(s)	5/3/2019	7/30/2019	G		
Booklets		IMPLEMENTATION MANAGER	61 day(s)	5/3/2019	7/30/2019	G		173 day(s)
Bills		IMPLEMENTATION MANAGER	31 day(s)	6/3/2019	7/18/2019	G		183 day(s)
<b>LEGAL AGREEMENTS</b>			119 day(s)	3/8/2019	8/22/2019	G		
STD Tax Agreement		STATE OF NEBRASKA	18 day(s)	3/22/2019	4/16/2019	G		98 day(s)
LTD Tax Agreement		STATE OF NEBRASKA	18 day(s)	3/22/2019	4/16/2019	G		98 day(s)







## 5956 Z1/ Attachment A/ Billing

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Attach a description of premium billing procedures.

### ***Billing Timing***

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

### ***Billing Reconciliation***

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

### ***Self-Billing***

**State of Nebraska can continue to self-bill.**

### **Self-Administered Billing highlights:**

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

### **Self-Administered e-Billing highlights:**

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



# STATE OF NEBRASKA

## DEPARTMENT OF INSURANCE

### CERTIFICATE OF AUTHORITY

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

DOMICILED IN THE STATE OF CONNECTICUT

IS HEREBY AUTHORIZED AND LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF NEBRASKA AS DESCRIBED BY THE FOLLOWING SUB-SECTION(S) OF SECTION 44-201 OF THE STATUTES OF NEBRASKA:

01 Life Insurance  
03 Variable Annuities  
04 Sickness and Accident Insurance

148032

NEBRASKA IDENTIFICATION NUMBER

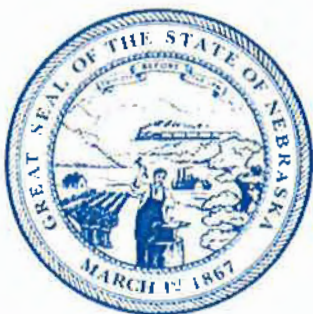
May 1, 2017

DATE ISSUED

April 30, 2018

DATE EXPIRES

SIGNED AT LINCOLN, NEBRASKA



*Bruce R. Ramage*  
DIRECTOR OF INSURANCE



# The Hartford Group Benefits

2011 SAMPLE CONTRACT



## DISABILITY INSURANCE

### Group Benefits Short Term Disability Standard Version



**THE  
HARTFORD**

Employee Benefits

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This sample represents our standard contract and includes some common options. State exceptions may apply.

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**Note:** This sample contract is not intended for public dissemination and was drafted for informational purposes only. This document does not constitute a legal document. Language shown includes standard provisions of The Hartford's filed and approved insurance contract, not all available coverage options. The provisions included herein are not recommendations specific to any customer and are not intended to serve as advice for the coverage you may select.

The optional Minimum Weekly Benefit is recommended for contributory plans.

Plans that include a Pre-existing Limitation may pay a benefit for a limited period of time while the pre-existing investigation is pending.

Other duration options are available.

Additional benefits which are described in more detail later on in the booklet.

▶ **Minimum Weekly Benefit:**  
\$25

▶ **Maximum Duration of Benefits Payable:**

- 1) if Your Disability is the result of a Pre-existing Condition: 4 week(s) if caused by Injury or Sickness; otherwise
- 2) 26 week(s) if caused by Injury; or
- 3) 26 week(s) if caused by Sickness.

▶ **Additional Benefits:**

**Disabled and Working Benefit**

see benefit

**Rehabilitative Employment Benefit**

see benefit

## ELIGIBILITY AND ENROLLMENT

**Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

**Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

▶ Enrollment for non-contributory coverage.

**Enrollment:** *How do I enroll for coverage?*

All eligible Active Employees will be enrolled automatically by the Employer

▶ Enrollment for contributory coverage.  
Also includes the following sections:

*Evidence of Insurability  
Change in Family Status  
Changes in Coverage*

**Enrollment:** *How do I enroll for coverage?*

To enroll for coverage you must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to Your Employer.

You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll or if You enroll for a Weekly Benefit Amount greater than the Guaranteed Issue Amount:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may only enroll:
  - a) during an Annual Enrollment Period designated by the Policyholder; or
  - b) within 31 days of the date You have a Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

**Note:** This sample contract is not intended for public dissemination and was drafted for informational purposes only. This document does not constitute a legal document. Language shown includes standard provisions of The Hartford's filed and approved insurance contract, not all available coverage options. The provisions included herein are not recommendations specific to any customer and are not intended to serve as advice for the coverage you may select.



- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

For contributory coverage with Annual Enrollment and Change in Family Status.

► **Changes in Coverage:** *Can I change my benefit options?*

You may change Your benefit option only:

- 1) during an Annual Enrollment Period; or
- 2) within 31 days of a Change in Family Status.

At such time You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

*When will a requested change in benefit option take effect?*

If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) the first day of the month following the Annual Enrollment Period; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitations.

Employees will not ordinarily lose coverage due to change in carriers.

► **Continuity From A Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

Additional no loss, no gain language is included if the plan has a Pre-existing Condition Limitation.

► *Is my coverage under The Policy subject to the Pre-existing Condition Limitation?*

If You become insured under The Policy on the Policy Effective Date and were covered under the Prior Policy on the day before the Policy Effective Date, the Pre-existing Conditions Limitation will end on the earliest of:

- 1) the Policy Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
- 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

The amount of the Weekly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

- 1) the Weekly Benefit which was paid by the Prior Policy; or
- 2) the Weekly Benefit provided by The Policy.

The Pre-existing Conditions Limitation will apply after the Policy Effective Date to the

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**Extension of Benefits for Disability:** *Do my benefits continue if The Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

## BENEFITS

The Hartford standard is a residual plan. This aligns with our Ability Philosophy by encouraging employees to continue working as long as they are able. An employee does not need to be Totally Disabled to satisfy the Benefits Commence Period.

► **Disability Benefit:** *What are my Disability Benefits under The Policy?*

If, while covered under this Benefit, You:

- 1) become Disabled;
- 2) remain Disabled; and
- 3) submit Proof of Loss to Us;

We will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- 2) any income received from the Employer for the period You are Disabled.

**Minimum Weekly Benefit:** *Is there a Minimum Weekly Benefit?*

Your Weekly Benefit will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

**Partial Week Payment:** *How is a benefit calculated for a period of less than a week?*

If a Weekly Benefit is payable for less than a week, We will pay 1/5 of the Weekly Benefit for each day You were Disabled.

The standard STD recurrent period is 5 days for every 30 days of the LTD Elimination Period or 15 days if not sold with LTD coverage.

► **Recurrent Disability:** *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*

When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 15 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 15 consecutive calendar days or more, any recurrence of a Disability will be treated as a new Disability.

**Period of Disability** means a continuous length of time during which You are Disabled under The Policy.

**Multiple Causes:** *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while Weekly Benefits are payable, Weekly Benefits will continue while You remain Disabled, subject to the following:

- 1) Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2) any Exclusions and Pre-existing Conditions Limitations will apply to the new cause of Disability.

An option to allow the STD recurrent period to equal up to 1/2 of the LTD Elimination Period is also available.

This allows the STD recurrent to integrate with the recurrent period during the LTD Elimination Period.

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Disability Benefit or Disabled and Working Benefit, subject to the Maximum Payment Period for such benefit.

## EXCLUSIONS AND LIMITATIONS

### **Exclusions:** *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed;
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

Exclusions #6 and #7 are included when the plan does not cover work-related disabilities. ▶

Included if there is a prior carrier. ▶

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Optional Pre-existing Condition Limitation. ▶

**Pre-existing Condition Limitation:** *Are benefits limited for Pre-existing Conditions?*

We will only pay benefits, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition for up to 4 week(s), unless, at the time You become Disabled:

An option for a full Pre-existing Condition Exclusion is also available.

The 'Treatment Free' period means claimants won't be excluded for benefits if they do not receive treatment during this period. ▶

- 1) You have not received Medical Care for the condition for 90 consecutive day(s) while insured under The Policy; or
- 2) You have been continuously insured under The Policy for 365 consecutive day(s).

### **Pre-existing Condition means:**

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 90 consecutive day(s) period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

**Medical Care** is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

**Treatment** includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

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**Additional Proof of Loss:** *What Additional Proof of Loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

**Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days following the completion of the Benefits Commence period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

Benefits are paid weekly. ►

**Claim Payment:** *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each week that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

Benefits are paid directly to the disabled employee. ►

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

**Claim Denial:** *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

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**Overpayment:** *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

**Overpayment Recovery:** *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
  - a) You;
  - b) any other organization;
  - c) any other insurance company;
  - d) any other person to or for whom payment was made; and
  - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Weekly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

► **Subrogation:** *What are the Company's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

**Third Party** as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Subrogation allows The Hartford to bring a legal action against a Third Party to recover benefits it has paid to a claimant. Not all states permit subrogation.

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**Physical Examinations and Autopsy:** *Will I be examined during the course of my claim?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as reasonably necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

## DEFINITIONS

**Actively at Work** means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Included if Bonuses are selected as part of the definition for Pre-disability Earnings. Several averaging periods are available.

- **Bonuses** means the weekly average of monetary bonuses You received from Your Employer over:
- 1) the 2 calendar year period ending immediately prior to the last day You were Actively at Work before You became Disabled; or
  - 2) the total period of time You worked for Your Employer, if less than the above period.

Included if Commissions are selected as part of the definition for Pre-disability Earnings. Additional averaging periods are available.

- **Commissions** means the weekly average of monetary commissions You received from Your Employer over:
- 1) the 2 calendar year period ending immediately prior to the last day You were Actively at Work before You became Disabled; or
  - 2) the total period of time You worked for Your Employer, if less than the above period.

Current Weekly Earnings include earnings from any employment. However, we will only consider earnings from other employment in excess of what the claimant was receiving prior to date of Disability.

- **Current Weekly Earnings** means weekly earnings You receive from:
- 1) Your Employer; and
  - 2) other employment;
- while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Optional language. To encourage the return to work, the amount of potential income from a job offered by the employer (or another employer) will be considered as earnings, even if the offer is refused.

- **Current Weekly Earnings** also includes the pay You could have received for another job or a modified job if:
- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
  - 2) the requirements of the position were consistent with:
    - a) Your education, training and experience; and
    - b) Your capabilities as medically substantiated by Your Physician.

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- a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;
- that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
    - a) that begins after You become Disabled; or
    - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's retirement Plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgment or settlement, minus associated costs, of a claim or lawsuit that represents or compensates for Your loss of earnings; or
- 4) retirement benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan;
  - d) similar plan or act;
 that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

Lump sum offsets. ► If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

Included if First Day Hospitalization with Outpatient Surgery is elected. ► **Outpatient Surgical Procedure** means a medically necessary surgical procedure performed by a Physician in the outpatient department of a hospital or ambulatory surgical center.

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**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**The Policy** means the Policy which We issued to the Policyholder under the Policy number shown on the face page.

**Total Disability or Totally Disabled** means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

from performing the Essential Duties of Your Occupation, and as a result, You are earning 20% or less of Your Pre-disability Earnings. If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are Disabled from Your Occupation.

**We, Our, or Us** means the insurance company named on the face page of The Policy.

**Weekly Benefit** means a weekly sum payable to You while You are Disabled, subject to the terms of The Policy.

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

**You or Your** means the person to whom this certificate is issued.

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# The Hartford Group Benefits

2011 SAMPLE CONTRACT



## DISABILITY INSURANCE

### Group Benefits Long Term Disability Standard Version



**THE  
HARTFORD**

Employee Benefits

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**Prepare. Protect. Prevail. With The Hartford.<sup>SM</sup>**

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This sample represents our standard contract and includes some common options. State exceptions may apply.

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Benefits are based on a percentage of earnings. ▶

Core/Buy-up options are also available.

Other ADEA benefit durations are available, including 2 year or 5 year graded. ▶

**Benefit Percentage: 60%**

**Maximum Duration of Benefits**

**Maximum Duration of Benefits Table**

<b>Age When Disabled</b>	<b>Benefits Payable</b>
Prior to Age 63	To Normal Retirement Age or 42 months, if greater
Age 63	To Normal Retirement Age or 36 months, if greater
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

<b>Year of Birth</b>	<b>Normal Retirement Age</b>
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

Additional benefits which are described in more detail later on in the booklet. ▶

**Additional Benefits:**

**Workplace Modification Benefit**

see benefit

**Family Care Credit**

see benefit

**Survivor Income Benefit**

see benefit

**ELIGIBILITY AND ENROLLMENT**

**Eligible Persons: Who is eligible for coverage?**

All persons in the class or classes shown in the Schedule of Insurance will be

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Applies to non-contributory coverage. ▶

**Effective Date:** *When does my coverage start?*

Your coverage will start on the date You become eligible.

Applies to contributory coverage. ▶

**Effective Date:** *When does my coverage start?*

If You must contribute toward The Policy's cost, Your coverage will start on the earliest of:

- 1) the date You become eligible, for benefit amounts not requiring Evidence of Insurability, if You enroll or have enrolled by then;
- 2) the date on which You enroll, for benefit amounts not requiring Evidence of Insurability, if You do so within 31 days after the date You are eligible;
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or
- 4) the first day of the month following the Annual Enrollment Period if You enroll, for benefit amounts not requiring Evidence of Insurability, during an Annual Enrollment Period.

#4 is included with contributory coverage and cafeteria plans. ▶

If an employee is on an approved leave, other than a medical leave, or on a paid vacation day or other approved paid day off, the Deferred Effective Date will not apply. ▶

**Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

For contributory coverage with Annual Enrollment and Change in Family Status. ▶

**Changes in Coverage:** *Can I change my benefit options?*

You may change Your benefit option only:

- 1) during an Annual Enrollment Period; or
- 2) within 31 days of a Change in Family Status.

At such time You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

*When will a requested change in benefit option take effect?*

If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) the first day of the month following the Annual Enrollment Period; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitations.

Applies when more than one benefit level is available, such as in a core ▶

*Do coverage amounts change if there is a change in my class or my rate of pay?*

Your coverage may increase or decrease on the date there is a change in Your class

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Continuation Provision.

- 1) the date The Policy terminates;
- 2) the date The Policy no longer insures Your class;
- 3) the date the premium payment is due but not paid;
- 4) the last day of the period for which You make any required premium contribution;
- 5) the date Your Employer terminates Your employment; or
- 6) the date You cease to be a Full time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

Continuation Provisions allow an Employer to extend coverage beyond the date when it would have terminated.

► **Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

Coverage under the Continuation Provisions requires payment of premium. If premium payment ceases or the Policy terminates, coverage ends.

- 
- 1) is subject to any reductions in The Policy;
  - 2) is subject to payment of premium by the Employer; and
  - 3) terminates if:
    - a) The Policy terminates; or
    - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Continuation of coverage for FML. Additional continuation options may be available to accommodate lay-off, leave of absence or other non-FML leaves.

► **Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Premium payment will be required until benefits become payable.

► **Coverage while Disabled:** *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.

LTD premium will be waived once the Elimination Period has been satisfied and the claimant is receiving benefits.

► **Waiver of Premium:** *Am I required to pay premiums while I am Disabled?*

No premium will be due for You:

- 1) after the Elimination Period; and
- 2) for as long as benefits are payable.

► **Extension of Benefits for Disability:** *Do my benefits continue if The Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

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then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

Benefit limit does not apply while confined in a hospital or other licensed medical care facility.

- ▶ Benefits will be payable:
  - 1) for as long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
  - 2) if not confined, or after you are discharged and still Disabled, for a total of 24 month(s) for all such disabilities during your lifetime.

Encourages employees to return to work during the Elimination Period without fear of jeopardizing benefits. Allows a period of recovery of up to ½ the Elimination Period without restarting the Elimination Period.

- ▶ **Recurrent Disability:** *What happens if I Recover but become Disabled again?* Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are less than one-half (1/2) the number of days of Your Elimination Period.

Any day within such period of Recovery, will not count toward the Elimination Period.

Applies to return to work attempts after the Elimination Period.

- ▶ After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:
  - 1) due to the same cause; or
  - 2) due to a related cause; and
  - 3) within 6 month(s) of the return to work;the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

**Period of Disability** means a continuous length of time during which You are Disabled under The Policy.

**Recover or Recovery** means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

The Return to Work Incentive allows disabled employees to receive up to 100% of their pre-disability income for up to 12 months from when they first return to work.

- ▶ **Calculation of Monthly Benefit: Return to Work Incentive:** *How are my Disability benefits calculated?*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

The Monthly Income Loss formula is used when not calculating benefits under the Return to Work Incentive formula.

- ▶ If You are Disabled and not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

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Normally, retirement benefits are treated as an offset. # 11 is optional and allows benefits to cease upon receipt of retirement benefits from the employer.

- disabled from Any Occupation;  
provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation; or
- 11) the date You receive retirement benefits from any employer's Retirement Plan, unless:
  - a) You were receiving them prior to becoming Disabled; or
  - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

This benefit can be used for any dependent family members, not just children, to help with expenses for their care while the disabled employee is in an approved rehabilitation program.

- **Family Care Credit Benefit:** *What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?*  
If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:
- 1) Family Care means the care or supervision of:
    - a) Your children under age 13; or
    - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
  - 2) the maximum monthly deduction allowed for each qualifying child or family member is:
    - a) \$350 during the first 12 months of Rehabilitation; and
    - b) \$175 thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
  - 3) Family Care Credits may not exceed a total of \$2,500 during a calendar year;
  - 4) the deduction will be reduced proportionally for periods of less than a month;
  - 5) the charges for Family Care must be documented by a receipt from the caregiver;
  - 6) the credit will cease on the first to occur of the following:
    - a) You are no longer in a Rehabilitation program; or
    - b) Family Care Credits for 24 months have been deducted during Your Disability; and
  - 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

This optional benefit is paid to the insured person's dependents to help financially ease the transition period if the insured dies.

- **Survivor Income Benefit:** *Will my survivors receive a benefit if I die while receiving Disability Benefits?*  
If You were receiving a Monthly Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:
  - 1) of Your death; and
  - 2) that the person claiming the benefit is entitled to it.We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or

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- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

**Workplace Modification** means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of The Policy.

## EXCLUSIONS AND LIMITATIONS

**Exclusions:** *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

**Pre-existing Condition Limitation:** *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled:

- 1) You have not received Medical Care for the condition for 90 consecutive day(s) while insured under The Policy; or
- 2) You have been continuously insured under The Policy for 365 consecutive day(s).

**Pre-existing Conditions** means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations relating to or resulting from such accidental bodily injury, sickness Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 90 day(s) period that ends the day before:

- 1) Your effective date of coverage; or
- 2) The effective date of a Change in Coverage.

**Medical Care** is received when a physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes or provides Treatment.

**Treatment** includes, but is not limited to:

- 1) medical examinations, tests, attendance, or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

The 'Treatment Free' period means a disabled employee will not be excluded for benefits if they do not receive treatment during this period.

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**Additional Proof of Loss:** *What Additional Proof of Loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

**Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days following the completion of the Elimination Period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

**Claim Payment:** *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

Benefits are paid directly to the disabled employee. ►

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

**Claim Denial:** *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

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the Overpayment Recovery provision.

**Overpayment:** *When does an overpayment occur?*

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

**Overpayment Recovery:** *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
  - a) You;
  - b) any other organization;
  - c) any other insurance company;
  - d) any other person to or for whom payment was made; and
  - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

**Subrogation:** *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from a Third Party in a reasonable period of time or notify Us that You do not intend to do so;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Disability.

**Third Party** as used in this provision means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The

Subrogation allows The Hartford to bring a legal action against a Third Party to recover benefits it has paid to a claimant. Not all states permit subrogation.

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**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

**Policy Interpretation:** *Who interprets the terms and conditions of The Policy?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

## DEFINITIONS

**Actively at Work** means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

**Any Occupation** means any occupation for which You are qualified by education, training or experience, and that has an earnings potential greater than the lesser of:

- 1) the product of Your Indexed Pre-disability Earnings and the Benefit Percentage; or
- 2) the Maximum Monthly Benefit.

Current Monthly Earnings include earnings from any employment.

However, we will only consider earnings from other employment in excess of what the disabled employee was receiving prior to date of Disability.

► **Current Monthly Earnings** means monthly earnings You receive from:

- 1) Your Employer; and
  - 2) other employment;
- while You are Disabled.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Monthly Earnings.

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the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

**Monthly Benefit** means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

**Monthly Income Loss** means Your Pre-disability Earnings minus Your Current Monthly Earnings.

Other Income Benefits are offsets deducted from the benefit. State regulations may cause this list to vary.

► **Other Income Benefits** means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You or Your family, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no fault" automobile insurance plan;
- 5) disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - a) that begins after You become Disabled; or

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Commissions, overtime pay or any other extra compensation.

Additional options, including an option based on W2 earnings, are available.

This paragraph will be included when the Infectious and Contagious Disease Benefit is included in the plan.

Our Vocational Rehabilitation Program offers comprehensive clinical, vocational and job placement services, as well as work-related news, research and continuing education.

Bonuses, Commissions, overtime pay or any other fringe benefits or extra compensation in effect on the last day You were Actively at Work before You became Disabled.

However, if You are an hourly paid Employee, Pre-Disability Earnings means the product of:

- 1) the average number of hours You worked per month, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by;
- 2) Your hourly wage in effect on the last day You were Actively at Work before You became Disabled.

However, for the purposes of the Infectious and Contagious Disease Benefit, Pre-disability Earnings means the earnings described above as of the last day You were Actively at Work immediately prior to disclosure.

**Prior Policy** means the long term disability insurance carried by the Employer on the day before the Policy Effective Date.

**Regular Care of a Physician** means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research, and rehabilitative organizations; and
  - c) administered as often as needed; to achieve the maximum medical improvement.

▶ **Rehabilitation** means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

- 1) vocational testing;
- 2) vocational training;
- 3) alternative treatment plans such as:
  - a) support groups;
  - b) physical therapy;
  - c) occupational therapy; or
  - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.

**Related** means Your spouse, or someone in a similar relationship in law to You, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh

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## OPTION - COST OF LIVING ADJUSTMENT

This option increases the benefit payable to temper the effect of inflation.

### **Cost-Of-Living Adjustment:** *How do my benefits keep pace with inflation?*

We will adjust Your Monthly Benefit for increases in the cost-of-living if:

- 1) You have been Disabled for 12 consecutive month(s); and
- 2) You are receiving benefits; and
- 3) Your Current Monthly Earnings are less than or equal to 20% of Your Pre-disability Earnings;

when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment each year on January 1st.

### *What is the Cost-of-Living Adjustment formula?*

May be lesser of 3/6 % or 1/2 CPI;  
lesser of 3/4/5% or Full CPI; or  
Flat 1/2/3% Cola Adjustment

We apply the Cost-of-Living Adjustment formula by:

- 1) determining the lesser of:
  - a) 3%; or
  - b) 1/2 the percentage change in the Consumer Price Index;
- 2) multiplying the resulting percentage (%) times the Monthly Benefit for Disability being received; and
- 3) adding the resulting amount to Your Monthly Benefit.

### *When will the Cost-of-Living Adjustments end?*

You will not receive a Cost-of-Living Adjustment after:

- 1) You cease to be Disabled; or
- 2) You have received 10 adjustments.

**Consumer Price Index (CPI-W)** means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.

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## OPTION - PENSION CONTRIBUTION BENEFIT

By making continued contributions to the employee's pension plan while they are Disabled, this optional benefit helps protect the employee's retirement planning.

It must be confirmed, in writing, by the Pension Plan Administrator that the pension plan can accept third party payments.

**Pension Contribution Benefit:** *Does The Policy also cover contributions to a Pension Plan?*

If You:

- 1) become Disabled while You are covered under this Pension Contribution Benefit;
- 2) remain Disabled for 365 day(s) of one continuous period of Disability; and
- 3) are receiving a Monthly Benefit under The Policy;

We will pay a monthly Pension Contribution Benefit to the trustee or administrator of Your Pension Plan for deposit to Your pension account. However, no Pension Contribution Benefit will be payable under this provision:

- 1) to replace Your contributions to the Pension Plan; or
- 2) as long as the Pension Plan requires the Employer to fund Your pension.

The Pension Contribution Benefit will be the least of:

- 1) 15% of Your monthly Pre-disability Earnings;
- 2) \$2,500;
- 3) the amount of the average monthly tax deferred contributions the Employer made to Your Pension Plan during the 12 calendar months prior to becoming Disabled.

We will make payments under this benefit according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. We will make any such payment that cannot be paid to the trustee or administrator of Your Pension Plan to a deferred annuity account designated by You.

No Pension Contribution Benefit will be payable after Your Monthly Benefit terminates.

**Pension Plan** means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension plan, profit sharing plan, or other plan approved by Us, in which You are participating as a result of Your employment with the Employer.

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## OPTION - ABILITY PLUS BENEFIT

This option allows for payment of an additional benefit if there is a loss of two or more Activities of Daily Living, or if there is a cognitive impairment.

### ► **Ability Plus Benefit:** *What is the Ability Plus Benefit?*

We will pay You the Ability Plus Benefit if:

- 1) a Monthly Benefit is payable;
- 2) You become Cognitively Impaired or unable to perform two or more Activities of Daily Living (ADLs) for which You cannot be reasonably accommodated by adaptive equipment:
  - a) during or after the Elimination Period, and
  - b) for at least 30 consecutive days; and
- 3) the Disability and such impairment or inability begins while You are covered under this benefit.

The Ability Plus Benefit will be 10% of Your Pre-disability Earnings, but not greater than the lesser of:

- 1) \$5,000; or
- 2) the Maximum Monthly Benefit.

We will pay the benefit to You monthly. For periods of less than one month, We will pay 1/30th of the Ability Plus Benefit for each day of covered loss. The Ability Plus Benefit is payable in addition to the Monthly Benefit payable under the Disability Benefit.

The Ability Plus Benefit will not:

- 1) be reduced by Other Income Benefits;
- 2) increase or reduce other benefits under The Policy; or
- 3) be subject to the Cost-of-Living Adjustment.

You are not restricted in any way as to Your use of this Ability Plus Benefit.

We will stop paying You the Ability Plus Benefit on the date:

- 1) Your Monthly Benefit terminates; or
- 2) You are not Cognitively Impaired and You are able to perform five or more ADLs.

► A serious cognitive impairment may also qualify for benefits.

**Cognitively Impaired** means You suffer severe deterioration, or loss of:

- 1) memory;
- 2) orientation; or
- 3) the ability to understand or reason;

so that You are unable to perform common tasks such as, but not limited to, medication management, money management and using the telephone. The impairment in intellectual capacity must be measurable by standardized tests.

**Activities of Daily Living (ADLs)** means the following functions performed with or without equipment or adaptive devices:

- 1) bathing Yourself by being able to either:
  - a) wash Yourself in a tub or shower devices; or
  - b) give Yourself a sponge bath;
- 2) dressing Yourself by putting on and taking off needed garments and any braces or artificial limbs necessary for You to wear;
- 3) using the toilet by being able to get to and from, and on and off the toilet, and performing the associated hygienic tasks; or
- 4) transferring from bed to chair or wheelchair; or
- 5) bladder and bowel control by being able to either:
  - a) voluntarily control bowel and bladder function; or
  - b) maintain a reasonable level of personal hygiene, if You are not so able;and
- 6) feeding Yourself, once the food has been prepared and made available to You.

► There are six Activities of Daily Living which are used as measurements to determine when an individual can no longer function independently.

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## OPTION - BUSINESS PROTECTION BENEFIT

This benefit partially compensates a business for its losses resulting from the absence of a proprietor or partner due to Disability.

► **Business Protection Benefit:** *Are additional benefits paid to compensate for business revenue lost when I am Disabled?*

We will pay a Monthly Business Protection Benefit to the Employer if You:

- 1) are actively engaged on a full-time basis in the business of the Employer, and fall within a class of persons that is covered by The Policy, and You are:
  - a) the sole proprietor of the Employer if the Employer is a sole proprietorship; or
  - b) a general partner of the Employer if the Employer is a partnership; or
  - c) a Member of a Limited Liability Company if the Employer is a Limited Liability Company; and
- 2) become Disabled while You are covered under this Business Protection Benefit; and
- 3) remain Disabled for the longer of:
  - a) the Elimination Period; or
  - b) 90 consecutive days; and
- 4) are receiving a Monthly Benefit for the Disability under the group insurance policy.

We calculate the Monthly Business Protection Benefit as the lesser of:

- 1) 15% of Your Pre-disability Earnings; or
- 2) \$2,500.

*Is a benefit paid if I am disabled and working?*

If You are Disabled and earning more than 20% of Your Pre-disability Earnings, We will proportionately reduce the Business Protection Benefit according to the following formula:

$$\text{Business Protection Benefit Payable} = (\text{A divided by B}) \times \text{C}$$

where

**A** = Your Pre-disability Earnings minus Your Current Monthly Earnings

**B** = Your Pre-disability Earnings

**C** = The Business Protection Benefit payable if You were Disabled and earning 20% or less of Your Pre-disability Earnings.

*How long will this benefit be paid?*

We will stop paying the Business Protection Benefits on the earliest of:

- 1) the date You cease to be Disabled;
- 2) the date 12 monthly benefits have been paid under this Benefit;
- 3) the date You cease to be the proprietor, a partner, or a Member, if applicable, of the Employer; or
- 4) the date You die.

In no event will this benefit continue to be payable beyond a date shown in the Termination of Payment provision.

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- 1) multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage;
- 2) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage, and deduct all Other Income Benefits; and
- 3) deduct all Other Income Benefits from the Maximum Benefit.

The result of the calculation giving the least amount is Your Monthly Benefit.

Income from all sources cannot exceed 100% of pre-disability earnings.

► **Calculation of Monthly Benefit:** *What happens if the sum of my Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

**Minimum Monthly Benefit:** *Is there a Minimum Monthly Benefit?*

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

**Partial Month Payment:** *How is the benefit calculated for a period of less than a month?*

If a Monthly Benefit is payable for a period of less than a month, We will pay 1/30 of the Monthly Benefit for each day You were Disabled.

If ineligible for Social Security benefits or a Social Security benefits decision is pending, benefits are not reduced.

► **Denial of Social Security Benefits:** *After the Initial Benefit Period expires, is there any allowance if I am ineligible for Social Security?*

If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:

- 1) was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or
- 2) is still pending at the time the Initial Benefit Period expires, benefits may be paid at the Initial Benefit Period Percentage until the earlier to occur of:
  - a) the 12th month following the expiration of the Initial Benefit Period; or
  - b) the final adjudication of Your claim for Social Security disability benefits.

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reactive lung disease.

Defines Chronic Fatigue Illness as used above in the provision.

- **Chronic Fatigue Illness** means an illness that is characterized by a debilitating fatigue in the absence of known medical or psychological conditions, which includes but is not limited to:
- 1) chronic fatigue syndrome as supported by Center for Disease Control Guidelines;
  - 2) chronic fatigue immunodeficiency syndrome as supported by Center for Disease Control Guidelines;
  - 3) post viral syndrome;
  - 4) limbic encephalopathy;
  - 5) Epstein-Barr virus infection;
  - 6) herpes virus type 6 infection; or
  - 7) myalgic encephalomyelitis.

Chronic Fatigue Illness does not include a disorder identified as:

- 1) neoplastic disorder;
- 2) neurologic disorder;
- 3) endocrine disorder;
- 4) hematologic disorder;
- 5) rheumatologic disorder; or
- 6) depression.

Defines Musculoskeletal and Connective Tissue Illness as used above in the provision.

- **Musculoskeletal and Connective Tissue Illness** means a disease or disorder of the neck and back or sprains and strains of joints and adjacent tissues, including but not limited to:
- 1) cervical, thoracic and lumbosacral and surrounding soft tissue conditions without radiculopathy confirmed by diagnostic testing;
  - 2) carpal tunnel or repetitive motion syndrome;
  - 3) temporomandibular joint or craniomandibular joint disorder;
  - 4) myofascial pain; or
  - 5) scoliosis that does not require surgery.

Unless specifically listed above, any other musculoskeletal conditions which have confirmed positive universally accepted diagnostic testing such as but not limited to EMG, MRI, CAT, laboratory tests, etc. are not subject to the limitation.

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