



Cost Proposal

State of Nebraska

Cost Proposal

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Voluntary Group Benefits Vision Proposal

Prepared for
State of Nebraska

Proposal Effective Date: July 01, 2023

Presented by your Sales Representative:

Matt Aldridge

Vision Benefits Made Easy

Vision benefits should enhance your life, not complicate it. That's why we are working with EyeMed to bring you vision benefits that deliver more.

Freedom of choice

Our vision benefit packages give employees the freedom to choose at any in-network provider.

- NO limiting frame towers
- NO unnecessary restrictions
- NO confusing formularies
- ANY frame
- ANY lens
- ANY contacts

Network

With the right combination of retail and independent doctors, members will have access to providers with weekend and evening hours. Plus, members can access their benefits, view their claims and request ID cards from our website. Also, benefits can be applied online at Glasses.com—providing access to a huge selection of frames and lenses with 3-D virtual try-on technology. Members can shop right from their homes.



We are Dearborn Group

We offer a broad selection of insurance and financial products that covers many markets — Voluntary and Employer Paid Group Benefits, along with a wide array of enhanced product services. We serve groups and individuals, including some of the largest companies and most recognized names in the United States.

A Strong Parent Company

Our parent company, Health Care Service Corporation, a Mutual Legal Reserve Company, (HCSC) is the largest non-investor owned health insurer in the United States. HCSC offers a wide variety of health and life insurance products and related services, through its operating divisions and subsidiaries. To learn more about the family of companies that make up HCSC, please visit www.hcsc.com.

Strong ratings

Our ratings speak to our commitment to managing our business well and remaining financially strong. Insurance products proposed by Dearborn in this proposal are underwritten by Dearborn Life Insurance Company, which is rated **A (Excellent)**¹ by A.M. Best Company and **A+ (Stable)**² by Standard & Poor's for financial strength in its most recent report.

¹. Affirmed November 12, 2021. A.M. Best Company rates the overall financial condition of a company using a scale of A++ (Superior) to F (In Liquidation).

². Affirmed December 15, 2021. Standard & Poor's Insurer Financial Strength Rating uses a scale ranging from AAA (Extremely Strong) to R (Experienced Regulatory Action).

Group Vision Insurance Benefit Summary

Low Plan

Eligibility: All Active Full-Time and Part-Time Employees working a minimum of 20 hours per week

Dependent coverage is available until age 26

Vision plan: Custom

Vision Care Service	In-Network Member Cost	Out-of-Network Reimbursement
Exam with dilation as necessary	\$10 copay	Up to \$40
Retinal Imaging	\$39	N/A
Frequency		
Examination	Once every plan year	
Lenses or contact lenses	Once every 2 plan years	
Frame	Once every 2 plan years	
Exam options		
Contact lens fit and follow up	Up to \$40 for standard; 10% off retail price for premium	N/A
Frames		
Any available frame at provider location	\$0 Copay/\$105 Allowance/20% off balance over \$105	Up to \$58
Standard Plastic Lenses		
Single vision	\$10 copay	Up to \$25
Bifocal	\$10 copay	Up to \$40
Trifocal	\$10 copay	Up to \$55
Lenticular	\$10 copay	Up to \$55
Standard progressive lens	\$75 copay	Up to \$40
Premium progressive lens	See table below	Up to \$40
Lens options		
UV treatment	\$15	N/A
Tint (solid and gradient)	\$15	N/A
Standard plastic scratch coating	\$15	N/A
Standard polycarbonate – adults	\$40	N/A
Standard polycarbonate – kids under 19	\$0	Up to \$5
Standard anti-reflective coating	\$45	N/A
Polarized	20% off retail price	N/A
Photochromatic/transitions plastic	\$75	N/A
Premium anti-reflective	See table below	N/A
Contact lenses (contact lens allowance includes materials only)		
Conventional	\$0 copay/\$105 Allowance/15% off balance over \$105	Up to \$84
Disposable	\$0 copay/\$105 Allowance/Plus balance over \$105	Up to \$84
Medically necessary	\$0 copay, Paid in full	Up to \$200
Other		
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional pairs benefit:	Members also receive a 40% discount off complete pair eyeglass purchase and a 15% discount off conventional contact lenses once the funded benefit has been used.	N/A

Group Vision Insurance Benefit Summary (continued)

Progressive price list*	Member cost in-network
Standard progressive	\$75 copay
Premium progressives as follows:	
Tier 1	\$95
Tier 2	\$105
Tier 3	\$120
Tier 4	\$75 copay, 80% of charge less \$120 Allowance
Anti-reflective coating price list*	Member cost in-network
Standard anti-reflective coating	\$45
Premium anti-reflective coatings as follows:	
Tier 1	\$57
Tier 2	\$68
Tier 3	80% of charge
Other add-ons price list	Member cost in-network
Photochromic (plastic)	\$75
Polarized	80% of charge

Dearborn Life Insurance Company reserves the right to make changes to the products on each tier and the member's out-of-pocket costs.

*Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands.

Group Vision Insurance Group Rate

Low Plan

Vision plan: Custom

Proposed effective date*: July 01, 2023

Monthly cost

- Employee only
- Employee and spouse
- Employee and child(ren)
- Family

**COST/FINANCIAL
INFORMATION REDACTED**

Rate guarantee period: 72 months

**Quote valid for two months following the proposed effective date*

Commission percentage*: 0%

**Commission percentage does not include any overrides, additional incentives or fees, if applicable.*

IMPORTANT NOTES:

This proposal is subject to exclusions and limitations in the policy issued by us. In addition, if coverage was in force prior to the effective date of coverage, the rates quoted are subject to revisions based on acceptance and review of the in-force carrier's policy.

Membership must be submitted 30 days prior to the effective date.

Premium is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees or the imposition on any new taxes, fees or assessments by Federal or State regulatory agencies.

Member reimbursement out-of-network will be the lesser of the listed amount or the member's actual cost from the out-of-network provider. In certain states, members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider location to determine which participating providers have agreed to the discounted rate.

Exclusions

No benefits will be paid for services or materials connected with or charges arising from:

- Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; aniseikonic lenses;
- Medical and/or surgical treatment of the eye, eyes or supporting structures;
- Any eye or vision examination, or any corrective eyewear required by a policyholder as a condition of employment; safety eyewear;
- Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- Plano (non-prescription) lenses and/or contact lenses;
- Non-prescription sunglasses;
- Two pair of glasses in lieu of bifocals;
- Services or materials provided by any other group benefit plan providing vision care;
- Certain name brand vision materials for which the manufacturer maintains a no-discount practice;
- Services rendered after the date an insured person ceases to be covered under the policy, except when vision materials ordered before coverage ended are delivered, and the services rendered to the insured person are within 31 days from the date of such order;
- Lost or broken lenses, frames, glasses or contact lenses will not be replaced except in the next benefit frequency when vision materials would next become available.

Enrollment maintenance

All initial enrollees as of the effective date are eligible to enroll.

On a standard basis, benefits for new hires are subject to a 30-day waiting period (this will be confirmed at the time of sale).

Billing: Premium is due the 1st day of each month. The grace period is 31 days.

Printing costs: The quote assumes the cost of printing standard claim forms and standard enrollment kits and identification cards.

Underwriting considerations for group vision

Must have a minimum of 10 employees enrolled at the time of sale.

Assumes employer is paying less than 80% of the premium.

Employees must be legally working in the United States in order to be eligible for coverage. This insurance policy must be purchased by and issued to the U.S. parent company customer located in the United States. If there are employees who are residents of Canada, we must be advised before the point of sale so that we can ensure compliance with the laws of Canada.

This proposal provides only basic information on the features of the policy. It is not intended to be a complete representation of all terms and conditions of the contract. A complete listing of the terms, conditions, limitations, exclusions and reduction of benefits is available upon request. In the event of conflict between this proposal and the policy, the terms of the policy will govern.

Product features and provisions may be slightly different due to state requirements. When sold, the actual policy for the state in which the policy is issued will reflect the state's requirements.

This proposal illustrates the cost of the insurance program and is based upon the information submitted by you. Actual cost will be determined after an application has been accepted and will depend upon data obtained when the program becomes effective.

Group Vision Insurance Benefit Summary

High Plan

Eligibility: All Active Full-Time and Part-Time Employees working a minimum of 20 hours per week

Dependent coverage is available until age 26

Vision plan: Custom

Vision Care Service	In-Network Member Cost	Out-of-Network Reimbursement
Exam with dilation as necessary	\$10 copay	Up to \$40
Retinal Imaging	\$39	N/A
Frequency		
Examination	Once every plan year	
Lenses or contact lenses	Once every plan year	
Frame	Once every plan year	
Exam options		
Contact lens fit and follow up	Up to \$40 for standard; 10% off retail price for premium	N/A
Frames		
Any available frame at provider location	\$0 Copay/\$120 Allowance/20% off balance over \$120	Up to \$65
Standard Plastic Lenses		
Single vision	\$10 copay	Up to \$25
Bifocal	\$10 copay	Up to \$40
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Lenticular	\$10 copay	Up to \$55
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Premium anti-reflective	See table below	N/A
Contact lenses (contact lens allowance includes materials only)		
Conventional	\$0 copay/\$130 Allowance/15% off balance over \$130	Up to \$104
Disposable	\$0 copay/\$130 Allowance/Plus balance over \$130	Up to \$104
Medically necessary	\$0 copay, Paid in full	Up to \$200
Other		
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional pairs benefit:	Members also receive a 40% discount off complete pair eyeglass purchase and a 15% discount off conventional contact lenses once the funded benefit has been used.	N/A

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High Plan

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No benefits will be paid for services or materials connected with or charges arising from:

- Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; aniseikonic lenses;
- Medical and/or surgical treatment of the eye, eyes or supporting structures;
- Any eye or vision examination, or any corrective eyewear required by a policyholder as a condition of employment; safety eyewear;
- Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- Plano (non-prescription) lenses and/or contact lenses;
- Non-prescription sunglasses;
- Two pair of glasses in lieu of bifocals;
- Services or materials provided by any other group benefit plan providing vision care;
- Certain name brand vision materials for which the manufacturer maintains a no-discount practice;
- Services rendered after the date an insured person ceases to be covered under the policy, except when vision materials ordered before coverage ended are delivered, and the services rendered to the insured person are within 31 days from the date of such order;
- Lost or broken lenses, frames, glasses or contact lenses will not be replaced except in the next benefit frequency when vision materials would next become available.

Enrollment maintenance

All initial enrollees as of the effective date are eligible to enroll.

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Billing: Premium is due the 1st day of each month. The grace period is 31 days.

Printing costs: The quote assumes the cost of printing standard claim forms and standard enrollment kits and identification cards.

Underwriting considerations for group vision

Must have a minimum of 10 employees enrolled at the time of sale.

Assumes employer is paying less than 80% of the premium.

Employees must be legally working in the United States in order to be eligible for coverage. This insurance policy must be purchased by and issued to the U.S. parent company customer located in the United States. If there are employees who are residents of Canada, we must be advised before the point of sale so that we can ensure compliance with the laws of Canada.

This proposal provides only basic information on the features of the policy. It is not intended to be a complete representation of all terms and conditions of the contract. A complete listing of the terms, conditions, limitations, exclusions and reduction of benefits is available upon request. In the event of conflict between this proposal and the policy, the terms of the policy will govern.

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This proposal illustrates the cost of the insurance program and is based upon the information submitted by you. Actual cost will be determined after an application has been accepted and will depend upon data obtained when the program becomes effective.



Ancillary Reimbursement Benefit

Thank you for the opportunity to serve as State of Nebraska's insurer for the following ancillary insurance coverages: Vision. This proposal includes an Ancillary Reimbursement Benefit for State of Nebraska, effective 07/01/2023.

Dearborn Group will offer to reimburse a designated entity a service fee up to [REDACTED]. A designated entity may include a payroll services company, enrollment support company, insurance producer, or other vendor associated with the support of the ancillary employee benefits program offered through us.

The Ancillary Reimbursement Benefit covers services required in connection with the ancillary coverages set forth above including: benefit plan-related communications, acquiring or maintaining a benefits administration system, or payments to a third-party to update State of Nebraska's system, support State of Nebraska's enrollment, or maintain State of Nebraska's enrollment data. The Ancillary Reimbursement Benefit applies as follows:

- up to [REDACTED] through 06/30/2024.

The Ancillary Reimbursement Benefit will be paid after we receive evidence you incurred the expense and confirm that the expense meets the qualifications. Authorized expenses may not be used to offset the premium or billed fees from the Insurer.

ATTACHMENT 1 - VISION INSURANCE PLAN COST PROPOSAL

REQUEST FOR PROPOSAL NUMBER 6729 Z1

Bidder Name: Dearborn Group

Bidders shall fill in the proposed monthly premium amounts for each column provided below. All premium amounts specified are guaranteed by Bidder and are inclusive of all costs. Each monthly premium amount proposed should be evenly divisible by "2" with no rounding to accommodate two even deductions per month through our payroll system. Any premium amount not divisible by "2" will be reduced to the nearest lower amount that is divisible by "2" for scoring. By submitting this proposal, Bidder accepts this lower amount if a contract is awarded.

The State is seeking proposals from qualified insurance vendors to provide a fully-insured Vision Insurance plan for their approximately 15,200 eligible State employees. The contribution is 100% by the employee.

Census information	Basic Plan	Premium Plan
Employee Only	1634	3365
Employee + Spouse	553	1549
Employee + Dependent Child(ren)	360	1072
Employee + Spouse + Dependent Child(ren)	556	1832
COBRA	16	60
Pre-65 Retirees	35	86

	Initial Period Years 1 - 3		First Renewal Period Year 4		Second Renewal Period Year 5		Third Renewal Period Year 6	
	Basic Plan	Premium Plan	Basic Plan	Premium Plan	Basic Plan	Premium Plan	Basic Plan	Premium Plan
Employee Only	\$5.20	\$8.06	\$5.20	\$8.06	\$5.20	\$8.06	\$5.20	\$8.06
Employee + Spouse	\$8.32	\$12.90	\$8.32	\$12.90	\$8.32	\$12.90	\$8.32	\$12.90
Employee + Dependent Child(ren)	\$8.50	\$13.12	\$8.50	\$13.12	\$8.50	\$13.12	\$8.50	\$13.12
Employee + Spouse + Dependent Child(ren)	\$13.70	\$21.22	\$13.70	\$21.22	\$13.70	\$21.22	\$13.70	\$21.22

All costs are inclusive. If costs are entered into the fields below, it is the bidders responsibility to include them in the proposed monthly premium amounts in the table above.

Guarantees & Credits	Initial Period Years 1 - 3	First Renewal Period Year 4	Second Renewal Period Year 5	Third Renewal Period Year 6
Guaranteed Rates (Y/N)	Yes	Yes	Yes	Yes
Enrollment Change Tolerance (+/- XX%)	15%	15%	15%	15%

ATTACHMENT 1 - VISION INSURANCE PLAN COST PROPOSAL

<p>Annual Communications Credit (\$)</p>	<p>Printing costs: The quote assumes the cost of printing standard claim forms, standard enrollment kits, standard marketing flyers and identification cards. It also includes an Ancillary Reimbursement Benefit, where we will offer to reimburse a designated entity a service fee up to \$25,000 within the first 12 months after the effective date. A designated entity may include a payroll services company, enrollment support company, insurance producer, or other vendor associated with the support of the ancillary employee benefits program offered through us. Please see the attached Ancillary Reimbursement Benefit letter for more details.</p>	<p>Printing costs: The quote assumes the cost of printing standard claim forms, standard enrollment kits, standard marketing flyers and identification cards.</p>	<p>Printing costs: The quote assumes the cost of printing standard claim forms, standard enrollment kits, standard marketing flyers and identification cards.</p>	<p>Printing costs: The quote assumes the cost of printing standard claim forms, standard enrollment kits, standard marketing flyers and identification cards.</p>
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Technical Proposal

State of Nebraska

Technical Proposal

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b) Financial Statements	
c) Change of Ownership	
d) Office Location	
e) Relationships with the State	
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i) Summary of Bidder's Proposed Personnel/Management Approach	
j) Subcontractors	
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b) Proposed Development Approach	
c) Technical Requirements	
d) Detailed Project Work Plan	
e) Deliverables and Due Dates	
f) Reporting	
Terms and Conditions, Contractor Duties, Payment	3



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.

Legal corporate name: Dearborn Life Insurance Company
Headquarters: 701 E. 22nd St. Lombard, IL 60148

Dearborn Life Insurance Company is a for-profit, legal reserve stock insurance company, and a wholly owned subsidiary of Health Care Service Corporation (HCSC).

We were founded and incorporated in the State of Illinois in 1966 (8/23/66) and have been providing employer groups with a comprehensive portfolio of insurance products since 1969.

In 2019, Dearborn National Life Insurance Company changed its name to Dearborn Life Insurance Company.

Prior to that, we were Fort Dearborn Life Insurance Company from 1969 to 2012 and Dearborn National Life Insurance Company from 2012 to 2019.

Financial Statements

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

| [REDACTED]

| [REDACTED]

[REDACTED]

[REDACTED]



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 bidder(s) will require notification to the State.

No changes in ownership are anticipated in the next 12 months.



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.

Your Dearborn Group account manager will be Toi Logan, who operates from our Downers Grove, Illinois, office:

1020 31st Street
Downers Grove, IL 60515-5591

In addition, the State will be supported by Key Account Service Representative Renee Carrano, who operates from our Lombard, Illinois office:

701 E. 22nd St.
Lombard, IL 60148



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.

Dearborn Group has not contracted with the State over the previous three years.



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 twelve (12) 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.

To the best of our knowledge, no employees supporting Dearborn Group were an employee of the State within the past 12 months.

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.

Not applicable; no such relationship exists.



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.

Dearborn Group has not had a contract terminated for default in the last three years.

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.

Dearborn Group has not had a contract terminated for default in the last three years.

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.

Dearborn Group has not had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason in the last three years.

Summary of Bidder's Corporate Experience

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation 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 solicitation. These descriptions should include:**
 - a) **The time period of the project;**
 - b) **The scheduled and actual completion dates;**
 - c) **The bidder'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 contractor 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.**

Please refer to our reference information provided below.

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

Not applicable. We do not plan to subcontract any of the services in our proposal. For the purposes of this response, the terms "Subcontractors" and "Subcontracting" do not include contracts or entities under contract with the Seller (Dearborn Group) as of the effective date of this Contract, entities that will not perform work exclusively for this Contract, or affiliates of Seller (Dearborn Group).

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

We recognize the importance of providing the State of Nebraska with current and former client references in choosing Dearborn Group as your new vision insurance carrier. We have a proven success record with public sector clients similar in size and complexity to the State. Our expertise includes insuring and administering benefits for hundreds of public sector clients including counties, cities, school districts, colleges and universities.

Dearborn Group is the prime contractor for all of the references provided in the Proprietary response.

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 solicitation. 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 solicitation 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.

Dearborn Group is committed to a smooth transition, flawless implementation and successful ongoing maintenance of the State's account. To demonstrate our commitment, we leverage our resources and capabilities to create and fulfill value-based solutions, to meet your expectations now and in the future.

We provide an account service team that consists of management-level staff from each of our functional areas. These individuals are selected based on their experience with implementation and account management and knowledge of systems and procedures.

Team members' bios and contact information are redacted.



Subcontractors

If the bidder intends to Subcontract any part of its performance hereunder, the contractor 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 plan to subcontract any of the services in our proposal. For the purposes of this response, the terms "Subcontractors" and "Subcontracting" do not include contracts or entities under contract with the Seller (Dearborn Group) as of the effective date of this Contract, entities that will not perform work exclusively for this Contract, or affiliates of Seller (Dearborn Group).

Notwithstanding anything previously stated to the contrary, Dearborn Group has an established contract with EyeMed, who administers Group Vision claims pursuant to Dearborn Group policies and procedures.

Technical Approach

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

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

We have responded to these requirements in the following subsections.

C. PROJECT REQUIREMENTS

Explain in the tables provided below how the bidder will meet the following requirements:

1.	<p>Describe how the bidder's plan design will include both the Basic Plan and Premium Plan.</p> <p>Response: We have provided a Low Plan and a High Plan in our proposal. Because your current vision plans are with EyeMed, our proposal does not significantly deviate from your current plans.</p>
2.	<p>Provide complete administrative, fiduciary, and support services for the vision plans.</p> <p>Response: Dearborn Group is a wholly owned subsidiary of Health Care Service Corporation. We have partnered with EyeMed to provide a Vision Care product to our customers. Dearborn Group owns, files and maintains the Vision product. We provide the account management, billing, and implementation for our Vision coverage.</p> <p>EyeMed owns and manages our network of providers, processes claims and provides a customer care unit that answers member inquiries. By partnering with EyeMed, our members have some of the best vision plans available, access to the nation's favorite optical retail stores, and award-winning customer service.</p> <p>Our obligations are governed solely by the insurance policy provisions; therefore, we cannot be named a plan fiduciary. However, as claims administrator, we will follow the written directions of the plan and apply the procedures required by ERISA.</p>
3.	<p>Administer the plans in compliance with the insurance laws of the State of Nebraska. Link to the Department of Insurance: https://doi.nebraska.gov/</p> <p>Response: We comply with the insurance laws and regulations, including product filings and financial reporting, in all jurisdictions where we are licensed to do business. We are licensed in all states except New York, (our subsidiary, Dearborn Life Insurance Company of New York, is a licensed insurer in New York), the U.S. Virgin Islands and Puerto Rico.</p>
4.	<p>Customer Service and Communication to Members:</p> <p>Design materials to communicate the vision insurance program to employees.</p> <p>Response: Our proposal assumes the use of our standard brochures, pamphlets and materials to communicate the benefits of the vision plan, including a Welcome Packet that contains two ID cards and a Member Brochure and outlines:</p> <ul style="list-style-type: none"> • A description of the benefit • A customized provider listing based on the employee's home address • Customer Care Center and website information • Details on how to access the benefit <p>a. The Welcome Packet will be distributed to enrolled employees after receipt of clean eligibility data. ID cards are issued in the primary subscriber's name but may be used by any covered family member. For added convenience, replacement or additional cards can be printed from our website.</p> <p>We are willing to work with the State to use materials that meet the State's needs. The development and production of our standard materials will be at no cost to the State. We will provide our documents to the State for distribution through its intranet. Customization of documents and distribution by us would require an additional charge. We agree to be responsible for the documents we produce and use. We will provide legally required notifications to employees on a timely basis as part of our proposal.</p> <p>b. Describe the bidder's approach to customer service.</p> <ul style="list-style-type: none"> i. Bidder must offer a toll-free customer service number to participants. ii. The State requires a minimum customer service hours from Monday through Friday, 8:00 am to 5:00 pm Central Time. <p>Response:</p>

	<p>EyeMed understands the importance of clear communication, especially as it relates to educating members and answering benefit questions. That's why they're committed to providing superior service accessibility, ready and available for when you and your members are ready to call.</p> <p><u>Answers When and How You Want Them</u> It begins with our award-winning Customer Care Center, staffed with live-agents seven days a week, 362 days a year, providing service that aligns with provider office hours so help is available when members need it most. Combined with an Interactive Voice Response (IVR) system and self-service Member Portal, both available 24 hours a day, members can receive on-demand service options that address questions during any time of day or night.</p> <p><u>Customer Care Quality Assurance</u> Staffed with more than 310 agents, representatives are dedicated to answering EyeMed Vision Care calls only, so your inquiries are being answered by vision benefit experts every time. What's more, the call center employs a skill-based routing system that automatically directs your call to the representative with the most appropriate skill-level. This allows your calls to be answered by the right person on the first ring and enables us to maintain a 98.5% first call resolution rate. EyeMed assures this standard of quality service by continuously monitoring stringent performance standards. This not only ensures that your calls are answered in 25 seconds or less, but it also helps deliver service that keeps your members satisfied and happy with EyeMed.</p> <p><u>Award-Winning Service Commitment</u> As further evidence of EyeMed's commitment to serve, their call center has earned the distinction as a "Certified Center of Excellence" from BenchmarkPortal 13 years in a row.*</p> <p><u>Toll-free number: 866-800-5457</u></p> <p><u>Hours – Government Call Center: May - September</u> Monday - Saturday: 7 am - 10 pm CST Sunday: 10 am - 7 pm CST</p> <p><u>Hours – Government Call Center: October - April</u> Monday - Saturday: 7 am - 10 pm CST Sunday: 7 am - 10 pm CST</p> <p>*Awarded by BenchmarkPortal as "Certified Center of Excellence" 2009-2022</p>
c.	<p>Describe how the bidder will provide any enrollment information and enrollment ID cards to new members and shall be responsible for the cost and postage of the packets. The State requires the contractor to mail a physical copy to the member's address, however access to electronic cards should be available.</p> <p>Response: Our proposal assumes the use of our standard brochures, pamphlets and materials to communicate the benefits of the vision plan, including a Welcome Packet that contains two ID cards and a Member Brochure and outlines:</p> <ul style="list-style-type: none"> • A description of the benefit • A customized provider listing based on the employee's home address • Customer Care Center and website information • Details on how to access the benefit <p>The Welcome Packet will be distributed to enrolled employees after receipt of clean eligibility data. ID cards are issued in the primary subscriber's name but may be used by any covered family member. For added convenience, replacement or additional cards can be printed from our website.</p> <p>We are willing to work with the State to use materials that meet the State's needs. The development and production of our standard materials will be at no cost to the State. We will provide our documents to the State for distribution through its intranet. Customization of documents and distribution by us would require an additional charge. We agree to be responsible for the documents we produce and use. We will provide legally required notifications to employees on a timely basis as part of our proposal.</p>
d.	<p>Describe how new information/features will be communicated to the members of the vision plan i.e. mobile device application.</p> <p>Response:</p>

	<p>The State of Nebraska will be able to put our Vision benefits communications on your intranet site for employees to view or download. In addition, through our partnership with EyeMed we provide an app to our vision members. Through the app, members can:</p> <ul style="list-style-type: none"> • Search for providers in the network • View their ID card, so it's handy when they visit a provider • View member benefits <p>The EyeMed app is available via Google Play as well as Apple's App Store by searching "EyeMed." Once downloaded, members will need to create an account.</p>
5.	<p>Advise and assist the State in the preparation of forms and other documentation necessary to fulfill reporting and disclose requirements.</p> <p>All communication materials shall be provided in an electronic format.</p> <p>Response: On an annual basis we will provide the following utilization reports for your review and to allow us to proactively manage your plan together.</p> <ul style="list-style-type: none"> • High Level Comparison of Utilization Percentages, Current vs. Prior Year • Claims by category and member type • Claims Summary and Utilization by Month • Paid Claims Category by Member Age • Frame and Lens Utilization and Analysis • Exam and Lens Utilization Detail <p>Reports are provided to the group by the account manager.</p>
6.	<p>Prepare summary plan descriptions and plan summaries by May 1st prior to the effective date of each plan year.</p> <p>Response: We agree to preparing summary plan descriptions and plan summaries by May 1st prior to the effective date of each plan year.</p>
7.	<p>On-site meetings:</p> <p>a. Attend on-site meetings for Open Enrollment at contractor's expense, inclusive of all travel expenses. The State of Nebraska currently holds a one-day Open Enrollment meeting in Lincoln for all Human Resource representatives. Last year, there were multiple meetings at various locations including Lincoln, Omaha, Scottsbluff, North Platte, Norfolk, Tecumseh, McCook and Grand Island. The locations may change slightly from year to year as determined by the State.</p> <p>Response: Representatives from Dearborn Group will be available to attend enrollment meetings, benefit fairs and general employee communication meetings if requested.</p> <p>We request reasonable notice, to provide travel arrangements, if needed.</p> <p>b. Attend an annual on-site/virtual meeting/presentation in April with State staff to discuss a review of the previous year. The meeting will be held in Lincoln, NE. The State will request the meeting/presentation to include but not limited to the following:</p> <ul style="list-style-type: none"> i. Membership ii. In-Network Utilization iii. Member Satisfaction iv. Out-of-Pocket Assessment of both options <p>Response: Yes, your account manager will be available to attend an annual on-site meeting. We request reasonable notice to provide travel arrangements if needed.</p>
8.	<p>Network of Providers:</p> <p>a. Describe the current network structure, including whether it is a proprietary network or a contracted network.</p> <ul style="list-style-type: none"> i. Network must include a nationwide network of providers with uniform quality of care and services. <p>Response: We understand how important it is to have a vision network that addresses your members' unique needs and lifestyle. That's why EyeMed's proprietary network offers the right mix of independent providers, plus the most desired national and regional retail providers.</p>

	<p>The inclusion of regional and national retail-affiliated doctors on the network affords greater accessibility, longer hours of operation and faster delivery of service and materials. And unlike competitors, our network requires all providers, including retail-affiliated doctors to go through stringent credentialing process to be considered an in-network choice.</p> <p>With the Dearborn Group Insight Vision Care network, members will have access to:</p> <ul style="list-style-type: none"> • Approximately 134,000 qualified provider access points at over 31,000 locations throughout the country • National retail favorites like LensCrafters, Pearle Vision, Target Optical and Walmart • Online, in-network options – allowing members to use their benefits to purchase contacts and prescription glasses from their computer, tablet or smart phone <p>With options they really want and deserve, more members are getting the full value of their benefits and seeing the savings they expect from their vision benefit.</p>
b.	<p>Which major optical chain stores participate in your network?</p> <p>Response: Target Optical, Pearle Vision, LensCrafters, Walmart</p>
c.	<p>How do members access information regarding participating providers?</p> <p>Response: Our member portal invites Dearborn Group Vision Care members to access valuable information regarding their benefits and coverage. The user-friendly interface allows members to:</p> <ul style="list-style-type: none"> • Locate a provider using advanced search options like provider specialty, hours of operation, available frame brands and more, plus online exam scheduling capabilities at many locations • Look up benefit information and understand benefits before visiting provider • Find status details on your eligibility and Vision claims • Print a replacement ID card • Print a copy of your Explanation of Benefits (EOB) • Print an out-of-network claim form • Access special offers from providers and other partners for additional discounts beyond the benefit • Access vision wellness information
d.	<p>Does your network include online providers?</p> <p>Response: Yes; online, in-network options allow members to use their benefits to purchase contacts and prescription glasses from their computer, tablet or smart phone.</p>

9.	<p>Perform and provide a GeoAccess analysis based on your contracted vision provider network and the Census File provided in Attachment 2. The access standards in the table below will be utilized in the analysis. Please base your analysis on the entire ELIGIBLE population.</p> <table border="1" data-bbox="469 1390 1242 1650"> <thead> <tr> <th>Provider Type</th> <th>Urban/ Suburban Access Standard</th> <th>Rural Access Standard</th> </tr> </thead> <tbody> <tr> <td>Optometrist</td> <td>2 in 10 miles</td> <td>2 in 20 miles</td> </tr> <tr> <td>Ophthalmologist</td> <td>1 in 10 miles</td> <td>1 in 20 miles</td> </tr> <tr> <td>Other Specialist</td> <td>1 in 10 miles</td> <td>1 in 20 miles</td> </tr> </tbody> </table>	Provider Type	Urban/ Suburban Access Standard	Rural Access Standard	Optometrist	2 in 10 miles	2 in 20 miles	Ophthalmologist	1 in 10 miles	1 in 20 miles	Other Specialist	1 in 10 miles	1 in 20 miles
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Optometrist	2 in 10 miles	2 in 20 miles											
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Other Specialist	1 in 10 miles	1 in 20 miles											
<p>Response: Our GeoAccess report is included in the Exhibits of our response.</p>													

10.	<p>Summarize the results of your GeoAccess analysis. Please enter the number of employees who do or do not have access to your network providers based on the distance parameters noted in the grid below.</p>
	<p>Response: The GeoAccess results are based on the standards requested below.</p>

Vision	Urban/ Suburban		Access Standards	Rural	
	# of Employees WITH Access	# of Employees WITHOUT Access		# of Employees WITH Access	# of Employees WITHOUT Access
2 Optometrists within 10 miles	7,842	6	2 Optometrists within 20 miles	7,855	1,082
1 Ophthalmologist within 10 miles	7,524	318	1 Ophthalmologist within 20 miles	3,692	5,245
1 Other Specialist within 10 miles	6,397	1,445	1 Other Specialist within 20 miles	4,582	4,355

11.	Provide your provider turnover percentages for calendar years 2021 and 2022. Breakdown your providers by category, and calculate turnover percentages for each category.
	<p>Response:</p> <p>EyeMed experiences consistently low provider turnover:</p> <p>2022</p> <ul style="list-style-type: none"> Ophthalmologists – 0.00% Optometrists – 1.25% <p>2021</p> <ul style="list-style-type: none"> Ophthalmologists – 0.00% Optometrists – 0.60%

12.	Please check off those elements that are included in the provider selection process and provide the estimated percentage of vision providers that satisfy the following selection criteria elements:		
		Check	Provide estimated percentage
a.	Require unrestricted state licensure	√	100%; all participating providers must meet the stated criteria
b.	Review malpractice coverage and history	√	100%
c.	Require full disclosure of current litigation	√	100%
d.	Require signed application & agreement	√	100%
e.	Require current DEA registration	√	100%
f.	Review adherence to state & community practice standards	√	100%
g.	Onsite review of office location	√	100%
h.	Review hours of operation and capacity	√	100%
i.	Board eligibility	√	100%
j.	Review practice patterns and utilization results	√	100%

13.	What is your firm's current book-of-business in-network utilization percentage?
	<p>Response:</p> <p>EyeMed's current in-network utilization is nearly 98%.</p>

14.	<p>Describe your relationship with optical laboratories.</p> <p>Response: EyeMed utilizes a national network of more than 100 optical labs operated by the country's most respected optical lab organizations. They are also part of the EssilorLuxottica family of companies, which accounts for over 40 fully owned lab locations spread across the country. These labs produce millions of eyewear orders annually with an average turnaround of three days.</p>
15.	<p>Lasik surgery (Lasik):</p>
a.	<p>Describe your relationship with Lasik providers.</p> <p>Response: Our laser vision correction discount is available through the nation's largest independently owned and surgeon-based LASIK network, U.S. Laser Network, which is owned and managed by LCA-Vision. Members receive a discount on LASIK, e-LASIK and PRK laser vision correction.</p>
b.	<p>Do you offer a discount arrangement for laser surgery to correct vision deficiencies? If so, provide details.</p> <p>Response: LCA-Vision provides consistent discounts with all network providers. They define standard pricing so members always pay less than the public. Members receive 15% off the standard price or 5% off any promotional price for treatments performed through the U.S. Laser Network. These discounts apply to the global cost of the treatment, surgeon fee, facility fee and all pre/post-operative care. EyeMed members are not required to get a referral from their optometrist or ophthalmologist prior to seeing a U.S. Laser Network doctor.</p>
16.	<p>Frames, Lens and/or Contacts:</p>
a.	<p>Confirm that a member may receive an exam from one provider and materials (frames, lens or contacts) from another provider.</p> <p>Response: All members are free to choose different providers to receive their exam and materials. This model endorses a simplistic approach to accessing your benefits. Members may visit any provider to receive services and fulfill their prescription.</p> <p>Additionally, members have the option of selecting any in-network provider to purchase additional complete pairs of eyewear using the unlimited 40% discount (unless prohibited by state law). This option allows members the convenience to shop for materials at provider locations or optical retailers close to their home, workplace or favorite shopping centers.</p> <p>If the member chooses an out-of-network provider to receive services, then the out-of-network benefits would apply only for the services or materials obtained from the non-network provider. For example, members can get an eye exam from an out-of-network vision care provider and utilize the frame and lens benefit at an in-network provider.</p>
b.	<p>Does your organization use frame towers or otherwise limit members to a certain selection of frames?</p> <p>Response: With the exception of pediatric vision plans and safety eyewear plans, we do not restrict members' choices to a limiting frame tower or frame selection. In order to ensure high member and provider satisfaction, all frames at all provider locations are available to members through their frame allowance.</p> <p>All network providers guarantee a frame assortment that meets the lifestyle and budgetary needs of their local consumer base, and all providers maintain a proper frame stock for the markets they serve.</p>
c.	<p>Are discounts available for items such as designer frames, special coatings, tints, etc.? If so, what kinds of savings are available?</p> <p>Response: If a member chooses a frame that exceeds their frame allowance, they will receive 20% off the remaining frame balance for an even greater savings.* Members can also apply their frame allowance toward the purchase of prescription sunglasses. Lastly, once the funded frame benefit has been exhausted, members will receive 40% off unlimited additional complete pairs of prescription eye wear - the largest and most flexible additional pair discount in the industry.*</p> <p>Our frame model is built around the freedom of choice for all types of members. Benefits should be easy to understand and empower members to make fashionable or economical based decisions in choosing the eyewear that best fits their needs and lifestyles.</p> <p>*Specific provider contracts allow some providers to choose how they administer discounts on non-covered services</p>

d.	<p>Are discounts available for complete pairs of glasses and/or contact lenses once the funded benefit has been used?</p> <p>Response: Our contact lens benefit includes contact lens fitting and follow-up services in addition to a contact lens allowance. Separating the fit and follow-up benefit from the contact lens allowance reduces member's out-of-pocket costs on the exam and ensures the full allowance is preserved for the purchase of contact lens materials.</p> <p>With this benefit, members are able to consult with their provider to choose the contact lens type and brand that best meets their needs. We do not use confusing formulary benefits and there are not any limiting manufacturer lists to choose from. The coverage also includes a discount of 15% off the balance over the allowance for conventional contact lenses, as well as a paid in full benefit option for medically necessary contacts. Members may also purchase contact lenses with their allowance through ContactsDirect.com, LensCrafters.com or TargetOptical.com.</p>
e.	<p>On average, what percentage of frames sold by participating providers fall within your fully covered frame allowance?</p> <p>Response: Dearborn Group's network will provide the State of Nebraska's members with freedom and flexibility in the products they buy. Network providers carry the frame assortment that meets the lifestyle and budgetary needs of their local consumer base. Unlike competitor plans, there are no limiting frame towers or frame selections that members must choose from. The benefits are based upon retail pricing and applied consistently at all network provider locations, allowing members to easily anticipate any out-of-pocket costs. Providers are also required to carry a minimum of 100 frames at a \$130 or less.</p> <p>Once the frame allowance has been applied; members will receive 20% off any remaining frame balance for additional savings. Finally, members will also receive 40% off unlimited additional complete pairs of prescription eye wear purchased throughout the benefit year - the largest and most flexible additional pair discount in the industry.</p> <p>For the proposed \$105 frame allowance with the basic plan, members will find approximately 150-200 fully covered frame choices, on average, at each location. Additionally, for the proposed \$120 frame allowance with the premium plan, members will find over 200 fully covered frame choices, on average, at each location.</p>
f.	<p>Describe your approach to coverage for contact lenses.</p> <p>Response: Our contact lens benefit includes contact lens fitting and follow-up services in addition to a contact lens allowance. Separating the fit and follow-up benefit from the contact lens allowance reduces member's out-of-pocket costs on the exam and ensures the full allowance is preserved for the purchase of contact lens materials.</p> <p>With this benefit, members are able to consult with their provider to choose the contact lens type and brand that best meets their needs. We do not use confusing formulary benefits and there are not any limiting manufacturer lists to choose from. The coverage also includes a discount of 15% off the balance over the allowance for conventional contact lenses, as well as a paid in full benefit option for medically necessary contacts. Members may also purchase contact lenses with their allowance through ContactsDirect.com, LensCrafters.com or TargetOptical.com.</p>
g.	<p>Does the bidder have a 'contact lens-by-mail' program? If so, will you give members a discount for these mail order lenses?</p> <p>Response: Yes. we offer members the ability to use their in-network benefits and order contact lenses online using ContactsDirect.com, LensCrafters.com and TargetOptical.com—without having to leave their homes.</p> <p>Members can be sure they'll find what they need because all three sites stock the best-selling brands. They also allow users to apply their benefits directly in their shopping cart. All with fast, free shipping.</p> <p>And it's an easy ordering process:</p> <ol style="list-style-type: none"> 1. Members go to ContactsDirect.com, LensCrafters.com or TargetOptical.com 2. They select their lenses from a wide selection of top selling brands 3. In-network vision benefits instantly apply to their purchase price 4. Contact lenses will ship as soon as the prescription is verified - most even ship that same day

17.	Portal:
a.	<p>Describe the portal available for participants to access information including provider listings, claims, ID cards, etc.</p> <p>Response:</p> <p>Our member portal invites Dearborn Group Vision Care members to access valuable information regarding their benefits and coverage. The user-friendly interface allows members to:</p> <ul style="list-style-type: none"> • Locate a provider using advanced search options like provider specialty, hours of operation, available frame brands and more, plus online exam scheduling capabilities at many locations • Look up benefit information and understand benefits before visiting provider • Find status details on your eligibility and Vision claims • Print a replacement ID card • Print a copy of your Explanation of Benefits (EOB) • Print an out-of-network claim form • Access special offers from providers and other partners for additional discounts beyond the benefit • Access vision wellness information
b.	<p>Describe the employer portal available to the State's Benefits Administration department.</p> <p>Response:</p> <p>Dearborn Group provides a secure, web-based, employer portal to assist your Benefits and/or Human Resources teams successfully administer your plan. Benefits Manager offers an array of online tools and services that enable the State of Nebraska to provide and access timely, up-to-date information.</p> <p>Benefits Manager allows your Benefits Administration department to run ad-hoc vision reports and access group policies and documents.</p>
c.	<p>Describe how web services are 508 compliant as referenced in Section III. M. Nebraska Technology Access Standards.</p> <p>Response:</p> <p>We strive to follow WCAG 2.0 AA standards and guidelines for its member portal and clients' custom member portals and mobile apps.</p> <p>Audits and Remediation</p> <p>Automated WCAG audits are run weekly utilizing SiteImprove. Full audits will be completed in January and July each year. A full audit consists of scans using the automated tool SiteImprove and a fully manual scan aided by screen reader tools such as NVDA, TalkBack and VoiceOver. Remediation is done with every release throughout the year.</p>
18.	<p>In the future, the State may request the Vision Insurance Contractor to work with the Health Insurance Contractor and Wellness Program Contractor as vision exams may be used as early indicators of diabetes, CAD, etc. Does your organization participate in any programs that can integrate with Disease Management or Wellness programs? Please describe.</p> <p>Response:</p> <p>Members have access to our member portal, where they can learn about the importance of eye exams, disease awareness and how to choose the perfect eyewear. There are even videos to help members and their children prepare for an eye exam. In addition, our members enjoy in-network utilization 98% of the time, meaning they are accessing providers and learning about the importance of an eye exam.</p> <p>Our utilization reporting will demonstrate employee engagement, which is a focus on their wellness.</p>

19.	Describe bidder's standards with respect to the following:
a.	Plan member inquiries.
	Response: The Customer Care Center's standard for average speed of answer is 25 seconds. The standard for first-call resolution is 98.5%.
b.	Claims turnaround (defined as the time between when a claim is received and when it is processed).
	Response: The standard for processed claims within 5 business days is 97%, within 10 business days is 99%, and within 30 calendar days is 99.5%.
c.	Claims accuracy.
	Response: The standard for processing/procedural accuracy is 99%. The standard for financial accuracy is 99.5%.
d.	Timeliness of grievance/appeals process.
	Response: The standard performance is 98% of all written complaints will be acknowledged in writing within 3 business days of mail/fax receipt by the EyeMed Quality Assurance Department.



Proposed Development Approach

We are proud to partner with EyeMed to provide Dearborn Group Vision Care to our customers. We know that employees desire a vision benefit that addresses their eye care needs and fits with their lifestyle—vision benefits where and when they want it. And that’s been EyeMed’s approach since their inception in 1988.

Because the State of Nebraska’s current vision benefits are with EyeMed, our proposal does not have any meaningful deviations from your current plan designs.

D. TECHNICAL REQUIREMENTS

Explain in the tables provided below how the bidder will meet the following requirements:

1.	<p>The contractor must certify that it (as well as any subcontractors that it utilizes) is in full compliance with HIPAA's regulations.</p> <p>Response: Dearborn Group Vision Care is compliant with all HIPAA privacy regulations and has taken the following steps to ensure compliance:</p> <ul style="list-style-type: none"> Compliant with HIPAA required transaction sets including 834, 837, 270, etc. Distribution of a Notice of Privacy Practices (NPP) to all insured and fixed fee subscribers; the NPP is also available to view on our website Completion of mandatory company-wide training regarding HIPAA and its impact on EyeMed's associates Member website security, including password protection for member benefits information Claims system security to restrict access to member data Membership database that includes coverage history HIPAA-related web page that includes the NPP and information on connectivity and transactions
2.	<p>The contractor shall agree to sign the State's Business Associate Agreement. See Attachment 3, Business Associate Agreement.</p> <p>Response: We have provided some redline edits to the Business Associate Agreement, attached with our response.</p>
3.	<p>The contractor must be able to accept a full weekly automated eligibility file from Workday, the State's Human Resource Information System (HRIS) vendor. The State is providing the current contractor with the following data fields:</p> <ul style="list-style-type: none"> Effective Date of Coverage Enrollment Relationship Cobra Qualifying Event Code Position Time Type Member Level Date Configuration Gender Marital Status Pay Rate Frequency Health Care Classification Plan Type Insurance Line Code Health Care FSA Code Dependent Care FSA Code Plan Coverage Description Coverage Level Code HSA Coverage Level Code Rate Based Covered Entity Plan Type Begin Date DFO Map Health Coverage Date Configuration Amount Qualifier Code Monetary Amount Coverage Level Increments (units) Plan Code Health Coverage Plan Coverage Description Health Coverage Policy Number Member ID Number (Contractor is responsible for creating their own member ID# as fits the contractor's needs. The State prefers the ID# to be included on the card, but only if the ID # is system generated and does not include the SSN in any part of the ID#.) Member Location <p>Response: Confirmed; we have clients who use Workday to send 834 vision files. Our 834 Companion Guide is included in the Exhibits of our response.</p>



Detailed Project Work Plan

We have included a sample implementation plan, which details the work plan with deliverables and due dates, in the Exhibits of our response.



Deliverables and Due Dates

We have included a sample implementation plan, which details the work plan with deliverables and due dates, in the Exhibits of our response.

E. REPORTING

Describe the reporting capabilities the Bidder provides at no additional cost to the State.

	<p>Indicate the name of the report, describe the information reported and the frequency of the report. Please provide examples.</p> <p>a. Standard Report: Report Name Standard Report: Description Standard Report: Frequency Standard Report: Format/File Type Are the reports available in real-time and on-line via the Internet?</p> <p>i. Real-time _____ ii. Internet _____</p>
<p>1.</p>	<p>Response:</p> <p>Your account manager will provide the following utilization reports for your review and to allow us to proactively manage your plan together.</p> <ul style="list-style-type: none">• High Level Comparison of Utilization Percentages, Current vs. Prior Year• Claims by category and member type• Claims Summary and Utilization by Month• Paid Claims Category by Member Age• Frame and Lens Utilization and Analysis• Exam and Lens Utilization Detail <p>The State of Nebraska can determine the frequency of the reporting. We have provided sample reports in the Exhibits of our response.</p>

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should 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 solicitation, 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

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

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

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		<i>MSR</i>	REDACTED

REDACTED

B. NOTIFICATION

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

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 electronically or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. 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.

E. BEGINNING OF WORK

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

The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State. The awarded bidder will be notified in writing when work may begin.

F. AMENDMENT

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

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSF	REDACTED

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSF	REDACTED

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSF	REDACTED

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.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	REDACTED

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 breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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.

L. SEVERABILITY

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

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.

M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5.

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

N. ATTORNEY'S FEES

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

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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
MSR			We will obtain a performance bond upon selection and upon receipt of a Bond Specification worksheet.

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be an established dollar amount of \$100,000.00. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

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

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

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

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.

S. CONFIDENTIALITY

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

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.

T. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	REDACTED

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 bidder'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;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSF			

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>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. 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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSR			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	REDACTED

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 Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	REDACTED

REDACTED

H. ANTITRUST

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSR			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

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

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

We are in compliance with the applicable standards.

N. DISASTER RECOVERY/BACK UP PLAN

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

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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

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.

P. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	REDACTED

REDACTED

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSR			

See Section VI.B. Payment Schedule for information regarding premium remittance.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	REDACTED

REDACTED

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and 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 (Statutory)

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)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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.

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

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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



Forms

State of Nebraska

Forms

Topic	Section #
Form A – Bidder Proposal Point of Contact	1
Request for Proposal Contractual Services Form	2
Attachment 3 – Business Associate Agreement	3

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6729 Z1

Form A should be completed and submitted with each response to this solicitation. 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:	Dearborn Group
Bidder Address:	701 E 22 nd Street Lombard, IL 60148
Contact Person & Title:	Matt Aldridge, National Account Ancillary Sales Executive
E-mail Address:	Redacted
Telephone Number (Office):	Redacted
Telephone Number (Cellular):	Redacted
Fax Number:	Redacted

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:	Dearborn Group
Bidder Address:	701 E 22 nd Street Lombard, IL 60148
Contact Person & Title:	Matt Aldridge, National Account Ancillary Sales Executive
E-mail Address:	Redacted
Telephone Number (Office):	Redacted
Telephone Number (Cellular):	Redacted
Fax Number:	Redacted

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 Solicitation, 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 Solicitation.

_____ 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 MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Dearborn Group
COMPLETE ADDRESS:	701 E 22nd Street Lombard, IL 60148
TELEPHONE NUMBER:	REDACTED
FAX NUMBER:	
DATE:	11/30/2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Michael Witwer, President & CEO

STATE OF NEBRASKA

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) amends and is made a part of all Services Agreements (as defined below) between _____ (“Business Associate”) and State of Nebraska (“Company”) on behalf of the Group Health Plans sponsored by Company (the “Plan”). This Agreement is effective _____ or upon the effective date of the underlying Services Agreement, whichever is later (“Effective Date”). This Agreement supersedes and replaces any prior Business Associate Agreements between the parties.

1. **Definitions.**

a. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclose or Disclosure, Electronic Protected Health Information, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Protected Health Information or PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Other capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed in the HIPAA Rules.

b. **Specific definitions.**

(1) **“Business Associate”** shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the party identified above as Business Associate.

(2) **“Business Associate Functions”** means functions performed by Business Associate on behalf of the Plan in the course of providing or arranging for plan administration services which involve the creation, receipt, maintenance or transmission of PHI by Business Associate or its agents or Subcontractors. It is anticipated that the services provided by Business Associate will be performed as part of the Plan's “health care operations” as defined in the HIPAA Rules.

(3) **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended at the time the section is to be applied.

(4) **“Individual”** shall generally have the same meaning ascribed in the HIPAA Rules and shall refer only to Individuals who are covered persons under the Plan.

(5) **“Services Agreements”** means all agreements whether now in effect or hereafter entered into, between Company and Business Associate for the performance of Business Associate Functions by Business Associate on behalf of the Plan.

2. **Purpose.** The Plan is a Covered Entity under HIPAA. The HIPAA Rules require the Plan to obtain, and Business Associate to provide, satisfactory written contractual assurances before Business Associate may create, receive, maintain, or Disclose PHI to perform Business Associate Functions on behalf of the Plan. This Agreement is entered into to provide the contractual assurances required under the HIPAA Rules.

3. **Obligations of Business Associate.** As an express condition of performing Business Associate Functions, Business Associate agrees to:

a. Not Use or Disclose PHI other than as permitted or required by this Agreement or as otherwise Required by Law.

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for in this Agreement.

c. Report to the Plan's designated privacy official, without unreasonable delay but in no event more than three (3) business days after discovery by Business Associate, any Use or Disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. If Business Associate does not have available complete information in satisfaction of 45 CFR 164.410(c) within three (3) business days of discovery of the impermissible Use or Disclosure, Business Associate shall provide all information it has at such time, and immediately update the Plan with additional information as it becomes available through prompt investigation. This Agreement serves as Business Associate's notice to the Plan that attempted but unsuccessful Security Incidents regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident or attempts or patterns of attempts that Business Associate determines to be suspicious.

Business Associate shall cooperate with the Plan in mitigating any harmful effects of any impermissible Use or Disclosure. In the case of a Breach as determined to exist in the sole discretion of the Plan which was due to a violation of this Agreement by Business Associate, Business Associate shall pay for the reasonable costs of investigation, mitigation and notification to affected Individuals. As an alternative to Business Associate reimbursing Company and the Plan for the costs of notification, the Plan may elect to have Business Associate directly provide the notifications to Individuals for breaches caused by Business Associate, provided that Company and the Plan shall have final approval of all content of notifications to Individuals.

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

e. Within ten (10) business days of request by an Individual or notification by the Plan, make available to the Individual such Individual's PHI maintained by Business Associate in a Designated Record Set in accordance with 45 CFR 164.524. The parties agree that Individuals will be directed to Business Associate to make all

requests for access to PHI. Business Associate will provide such access according to its own procedures for such access in accordance with the requirements of 45 CFR 164.524. If the requested PHI is maintained in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such PHI, Business Associate must provide the Individual with access to PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to between Business Associate and the Individual. Business Associate shall provide the requested information directly to the Individual, along with a notice to the Individual that a copy of the individual's request has been furnished to the Plan and that the Plan may provide additional information to the Individual in response to the request.

If the Individual's request covers records not maintained by Business Associate, Business Associate shall notify the Plan within three (3) days of the request. The Plan will be responsible for providing access or otherwise responding directly to the Individual pursuant to the HIPAA Rules with respect to PHI not in the possession of Business Associate or an agent or subcontractor of Business Associate. Business Associate may charge the Individual reasonable fees related to this access, as determined by Business Associate, but only in such amounts as permitted by the HIPAA Rules. The Plan authorizes Business Associate to require payment of such fees from the Individual prior to releasing any records.

f. Business Associate agrees to receive requests for amendment and amend PHI as required by 45 CFR 164.526 on the Plan's behalf for as long as such information is maintained by Business Associate. The parties agree that Individuals will be directed to Business Associate to make all such requests for amendment of PHI. Business Associate will amend such PHI according to its own procedures for such amendment in accordance with the requirements of 45 CFR 164.526. If the Individual's request covers records not maintained by Business Associate, Business Associate shall notify the Plan within three (3) days of such request. The Plan will be responsible for amending or otherwise responding directly to the Individual pursuant to the HIPAA Rules with respect to PHI not in the possession of Business Associate or an agent or contractor of Business Associate. Business Associate shall notify the Plan of any amendments made to PHI.

g. Business Associate agrees to process all requests for disclosure accounting by Individuals for as long as such information is maintained by Business Associate. Individuals will be directed to Business Associate to make all such requests. Business Associate will provide the accounting that is required under 45 CFR 164.528 on the Plan's behalf directly to the Individual. Business Associate will provide such accounting according to its own procedures for such accounting in accordance with the requirements of 45 CFR 164.528.

Business Associate shall notify the Plan within three (3) days of any request made by an Individual for a disclosure accounting. The Plan will be responsible for responding directly to the Individual (or the Individual's personal representative) pursuant to 45 CFR 164.528 with respect to disclosures of PHI by persons or entities other than Business Associate or a subcontractor or agent of Business Associate. Business Associate shall provide directly to the Individual the requested accounting of disclosures made by Business Associate or a subcontractor or agent of Business

Associate, along with a notice to the Individual that a copy of the Individual's request has been furnished to the Plan and that the Plan may provide additional information to the Individual in response to the request.

h. Make its internal practices, books and records relating to this Agreement available to the Secretary of HHS and to the Plan for purposes of determining the Plan's and Business Associate's compliance with the HIPAA Rules.

i. So that the Plan may meet its obligations to evaluate requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 CFR 164.522, Business Associate and the Plan agree that, to the extent that communications are within the control of Business Associate, Business Associate will perform these evaluations on behalf of the Plan. Business Associate will evaluate such requests according to its own procedures for such requests, in accordance with the requirements of 45 CFR 164.522, and shall implement such appropriate operational steps as are required by its own procedures. Such evaluation will not relieve the Plan of any additional and independent obligations to evaluate restrictions or implement confidential communications where requested by an Individual. Accordingly, Business Associate will evaluate requests for restrictions and requests for confidential communications, and will respond to these requests as appropriate under Business Associate's procedures. The Plan agrees that it will not agree to such restriction or request that would affect Business Associate without the approval of Business Associate, so that Business Associate can determine whether it can reasonably administer the request.

j. So that the Plan may meet its obligation to evaluate complaints from Individuals regarding their privacy rights or privacy practices of the Plan or Business Associate, the parties agree that Individuals shall be directed to submit any such complaint to Business Associate for review and evaluation. Business Associate will evaluate such complaints according to its own procedures for complaints, and shall implement appropriate operation steps as are required by its own procedures. The Privacy Officer of the Plan shall cooperate with Business Associate in the evaluation of any such complaint. Business Associate shall provide a copy of all complaints to the Plan within three (3) days of receipt by Business Associate. If the complaint appears to involve handling of PHI by the Plan, Plan Sponsor, or other Business Associate of the Plan, Business Associate shall notify the Plan and it shall be the Plan's responsibility to review and evaluate the complaint.

k. Limit the Uses and Disclosures of, or requests for, PHI for purposes described in this Agreement to the Minimum Necessary to perform the required Business Associate Functions. Business Associate shall comply with any additional requirements for the determination of Minimum Necessary as are required from time to time by the HIPAA Rules, as amended, or through additional guidance published by the Secretary.

l. To the extent Business Associate is expressly obligated under the Services Agreements to carry out one or more of the Plan's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Plan in the performance of such obligation(s).

m. Except for the specific Uses and Disclosures for the Business Associate's own management and administration or to carry out the legal responsibilities of Business Associate, Business Associate shall not Use or Disclose PHI in a manner that would violate the HIPAA Rules if done by the Plan.

4. **Permitted Uses and Disclosures of PHI.** Business Associate shall only Use or Disclose PHI as follows:

a. Business Associate may Use or Disclose PHI as Required by Law.

b. Business Associate may Use or Disclose PHI as necessary to carry out Business Associate Functions.

c. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

d. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and be Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate in writing of any instances of which it is aware in which the confidentiality of the information has been breached or compromised.

e. If specifically identified as a Business Associate Function in the Services Agreements, Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

f. If de-identification is listed as a Business Associate Function in the Services Agreements, or if Business Associate is expressly permitted to de-identify PHI and use data thus de-identified for its own uses in the Services Agreements, Business Associate may Use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate may use de-identified data only for the purposes specified in the Services Agreements.

5. **Responsibilities of the Plan.** The Plan agrees to:

a. Notify Business Associate promptly of any restriction on the Use or Disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent such restriction may affect Business Associate's Use or Disclosure of PHI.

b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

c. Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under 45 CFR 164.526 which Covered Entity believes will apply to PHI maintained by Business Associate in a Designated Record Set.

d. Not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Plan, with exception for any Data Aggregation services permitted under Section 4.

6. **Compliance with Electronic Transactions Rule.** If Business Associate conducts in whole or part electronic Transactions (as defined in 45 CFR 160.103) on behalf of Covered Entity for which the Secretary of HHS has established standards, Business Associate will comply, and will require any Subcontractor involved with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule at 45 CFR Parts 160 and 162 and of any operating rules adopted by the Secretary of HHS with respect to Transactions.

7. **Supervening Law.** Upon the enactment of any law or regulation affecting the Use or Disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties agree to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days, either party may terminate the Services Agreements on not less than thirty (30) days' written notice to the other.

8. **Liability and Indemnification.** REDACTED

9. **Term and Termination.**

a. **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and Subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Services Agreements and shall continue in effect until Business Associate has performed all obligations under this Agreement and has either returned or destroyed all PHI.

b. **Termination.** Company may immediately terminate this Agreement and the Services Agreements, if Company and/or the Plan makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, Company may choose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

c. **Business Associate Obligations Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:

- (i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or as to which Business Associate reasonably

determines such PHI is technically incapable of being returned or destroyed;

- (ii) Return to the Plan or, if not provided for in the Services Agreements, destroy the PHI retained under 8.c.(i) that the Business Associate maintains in any form;
- (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information retained by Business Associate to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (iv) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Sections 4.c. and 4.d. which applied prior to termination; and
- (v) Return to the Plan or, if not provided for in the Services Agreements, destroy the PHI retained by Business Associate under Section 8.c.(i) when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, except where Business Associate reasonably determines such PHI is not technically capable of being returned or destroyed.

10. **Miscellaneous.**

a. **Applicability.** For purposes of this Agreement, and as applicable to the Business Associate Functions of Business Associate under the Services Agreements covered by this Agreement, references to the Plan shall include the named Plan and all other group health plans subject to HIPAA and sponsored by Company that participate in an organized health care arrangement.

b. **Survival.** The respective rights and obligations of Business Associate and the Plan or Company hereunder shall survive termination of this Agreement according to the terms hereof and the obligations imposed on the Plan or Company and Business Associate under the HIPAA Rules.

c. **Interpretation; Amendment.** This Agreement shall be interpreted and applied in a manner consistent with the Plan's and Business Associate's obligations under the HIPAA Rules. All amendments shall be in writing and signed by both parties, except that this Agreement shall attach to additional Services Agreements entered into between the parties in the future without the necessity of amending this Agreement each time. This Agreement is intended to cover the entire Business Associate *relationship* between the parties, as amended, from time to time, through Services Agreements or other means.

d. **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Company:
State of Nebraska

Business Associate:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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Exhibits

State of Nebraska

Exhibits

Topic	Section #
Audited Financial Statement <i>Redacted – See Proprietary Information</i>	1
Sample Implementation Plan	2
Sample Reports	3
GeoAccess Report <i>Redacted – See Proprietary Information</i>	4
834 Companion Guide.....	5
RFP Memo <i>Redacted – See Proprietary Information</i>	6
Vision Program Services.....	7

- Not Started
- In Progress / On Schedule
- Missing Target / High Risk
- Complete

Start Date: 03/15/23
 Effective Date: 07/01/23
 Days Remaining: 108

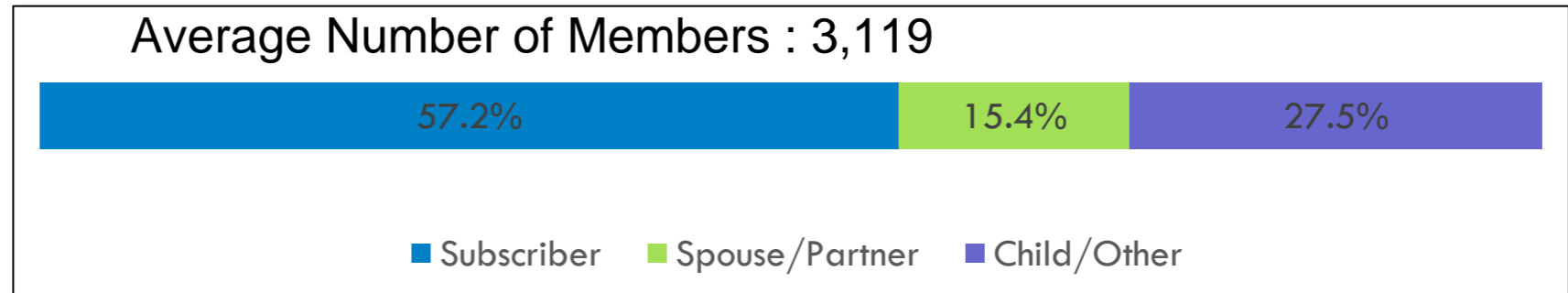
Activity	Status	Start Date	Target Date	March 2023	April 2023	May 2023	June 2023	July 2023	Completion Date	# Work Days
Client Ancillary Products Implementation Timeline		Wed 3/15/23	Sat 7/1/23							78
Phase I - Initial Planning		Wed 3/15/23	Tue 4/4/23							15
1.1 Decide carrier and provide current and proposed plan design options	●	Wed 3/15/23	Wed 3/15/23							1
1.2 Determine implementation scope, define roles and responsibilities and outline Dearborn Group Implementation Process and review the proposed timeline	●	Wed 3/15/23	Tue 3/21/23							5
1.3 Meet with the Account Management team to confirm products sold, discuss implementation objectives, review RFP and plan design and discuss any unique requests	●	Tue 3/21/23	Tue 3/21/23							1
1.4 Develop Client Implementation tracking documents including work plan and open items log	●	Tue 3/21/23	Tue 3/28/23							6
1.5 Prepare for external kick-off meeting with Client to determine what documents will be presented at the meeting and prepare formal agenda	●	Tue 3/21/23	Tue 3/28/23							6
1.6 Schedule & facilitate external implementation kick-off meeting; review sold case paperwork, RFP and discuss implementation process	●	Tue 3/28/23	Tue 4/4/23							6
1.7 Determine availability for weekly status meetings (both internal and external) and attendees. Schedule and provide WebEx for recurring meetings.	●	Tue 3/28/23	Tue 4/4/23							6
1.8 Paperwork: Dearborn Group to complete all applicable sold case documents with Client	●	Tue 3/28/23	Tue 4/4/23							6
1.9 Benefits Paperwork: Dearborn Group to deliver all completed sold case documents to Client for sign off	●	Tue 3/28/23	Tue 4/4/23							6
Phase II - Account Set-up and Administration		Tue 3/28/23	Fri 5/12/23							34
2.1 Dearborn Group to receive incumbent carrier's policy documents	●	Tue 3/28/23	Tue 3/28/23							1
2.2 Conduct external benefit and administration review meeting including detailed review of plan design by product, benefit administration and special handling	●	Thu 4/6/23	Fri 4/7/23							2
2.3 Detailed walk through of plan design by product	●	Thu 4/6/23	Fri 4/7/23							2
2.4 Discuss account structure requirements, benefit administration and special handling	●	Thu 4/6/23	Fri 4/7/23							2
2.5 Client returns all completed and signed sold case documents to Dearborn Group	●	Fri 4/7/23	Fri 4/7/23							1
2.6 All applicable areas screen paperwork and plan design	●	Fri 4/7/23	Fri 4/21/23							11
2.7 Host internal meeting to review all benefit paperwork and final sold plan design. Ensure appropriate approvals are complete	●	Fri 4/21/23	Fri 4/21/23							1
2.8 Benefit Coding and Set-up	●	Fri 4/21/23	Fri 5/5/23							11
2.9 Benefit coding setup and testing and confirmation of operational readiness	●	Fri 5/5/23	Fri 5/12/23							6
Phase III - Enrollment, Communications & Customer Service		Tue 3/28/23	TBD							TBD
3.1 Determine open enrollment /annual enrollment period	●	Tue 3/28/23	Wed 3/29/23							2
3.2 Determine communication strategy and create any agreed upon Client specific communications	●	Thu 4/6/23	Thu 4/13/23							6
3.3 Determine support needed for enrollment	●	TBD	TBD							TBD
3.4 Confirm the dates and locations of employee meetings	●	TBD	TBD							TBD
3.5 Determine communication materials needed	●	Thu 4/6/23	Thu 4/13/23							6
3.6 Determine client human resources training plan if necessary	●	Thu 4/6/23	Thu 4/13/23							6
3.7 Train the Customer Advocates prior to Open/Annual Enrollment	●	TBD	TBD							TBD
3.8 Send Customer Advocates any Client communication pieces that will be sent to employees	●	TBD	TBD							TBD
Phase IV - Other		Fri 5/12/23	Fri 6/30/23							36
4.1 Dearborn Group to finalize draft Benefit Booklets (Based on Sold Plan Design)	●	Fri 5/12/23	Fri 5/19/23							6
4.2 Dearborn Group to complete first round of review	●	Fri 5/19/23	Fri 5/25/23							5
4.3 Client to review and approve draft Benefit Booklets	●	Thu 5/25/23	Thu 6/1/23							6
4.4 Dearborn Group to finalize draft Benefit Booklets based on feedback from Client	●	Thu 6/1/23	Mon 6/5/23							3
4.5 Dearborn Group to finalize and provide Benefit Booklets	●	Mon 6/5/23	Thu 6/8/23							4
4.6 Performance Guarantee Discussion	●	Fri 5/12/23	Mon 5/15/23							2
4.7 Internal discussion with functional areas to outline Performance Guarantees Metrics	●	Mon 5/15/23	Mon 5/22/23							6
4.8 Determine reporting needs	●	Thu 4/6/23	Fri 4/7/23							2
4.9 Hold internal implementation wrap-up meeting	●	Thu 6/15/23	Thu 6/15/23							1
4.91 Dearborn Group confirms ready to begin claims processing for all benefit plans	●	Fri 6/30/23	Fri 6/30/23							1
Phase V - Wrap-up		Thu 6/8/23	Wed 7/12/23							25
5.1 Update work plan, timeline and open items log	●	Thu 6/8/23	Thu 6/15/23							6
5.2 Hold external implementation wrap-up meeting to discuss ongoing touch point meetings and frequency as well as identify attendees	●	Fri 7/7/23	Tue 7/11/23							3
5.3 Send out Client satisfaction surveys	●	Fri 7/7/23	Fri 7/7/23							1
5.4 Distribute final meeting minutes and timeline showing that everything has been successfully closed out	●	Fri 7/7/23	Wed 7/12/23							4

Vision Utilization Report

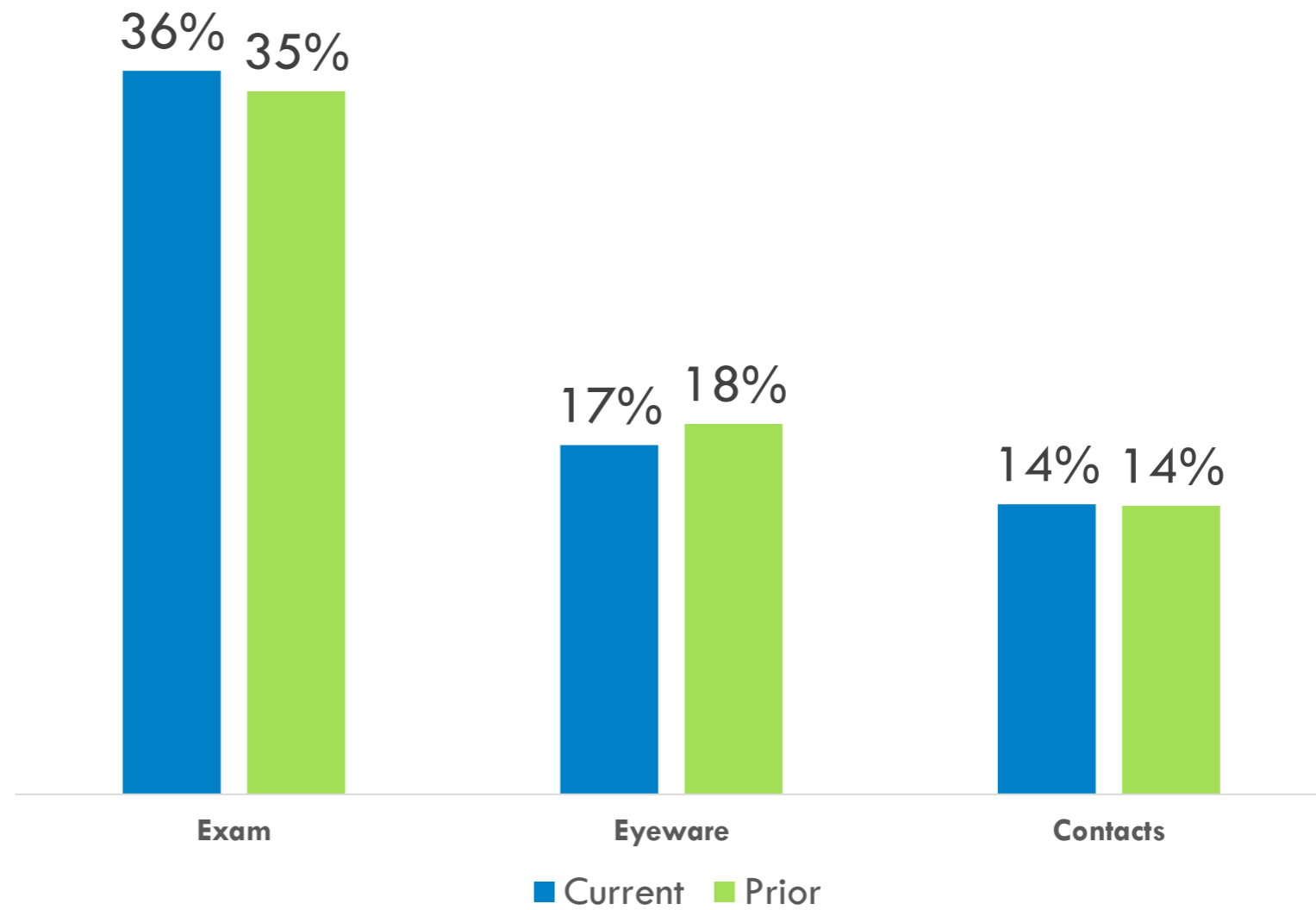
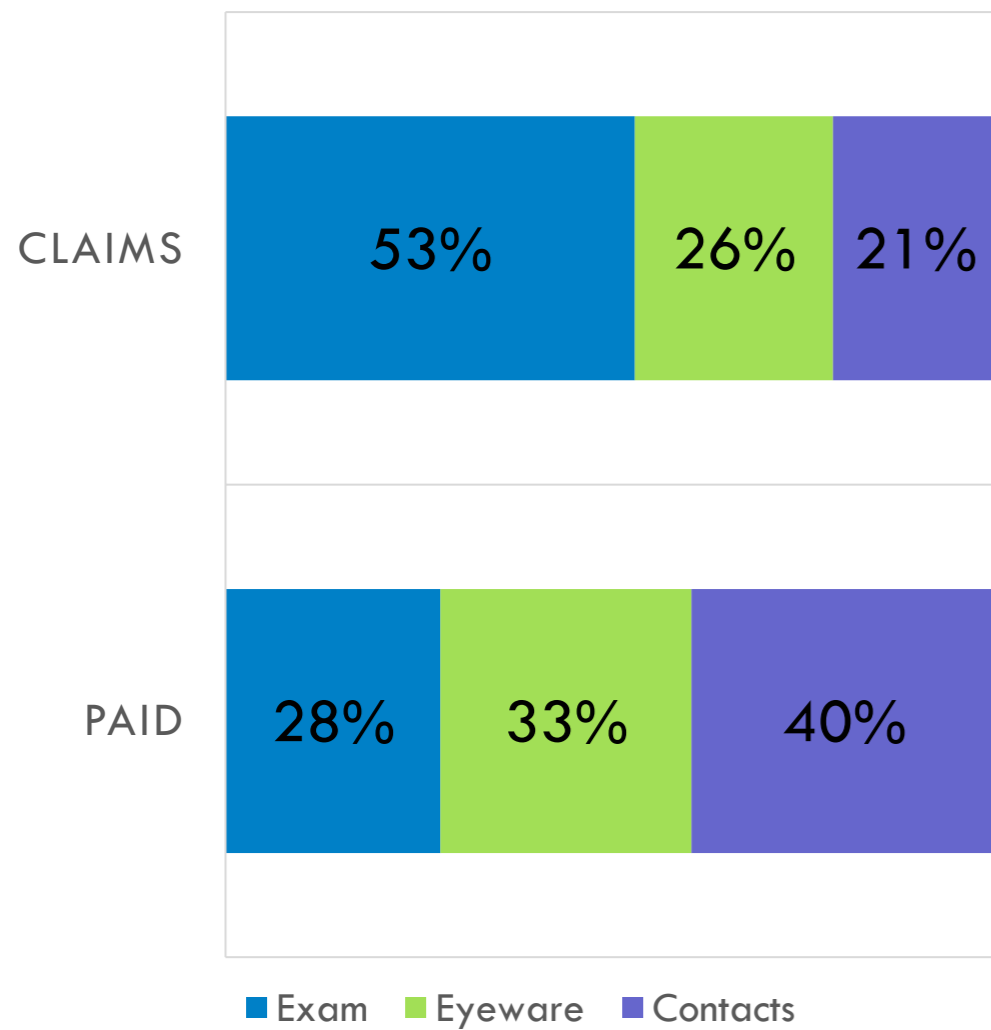
ABC Company

01/01/2019 - 12/31/2019

Member Savings: \$358,459



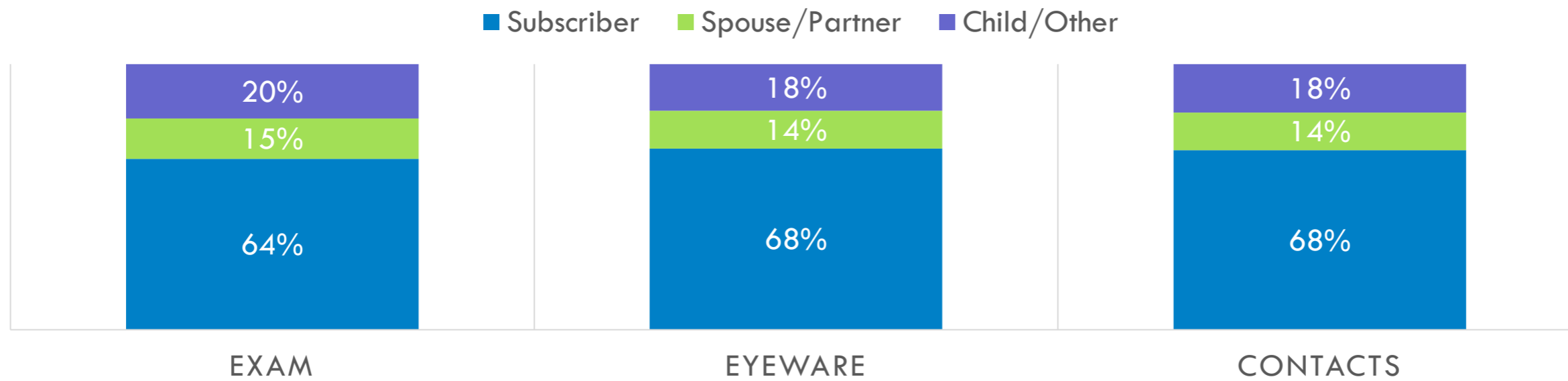
CLAIM UTILIZATION



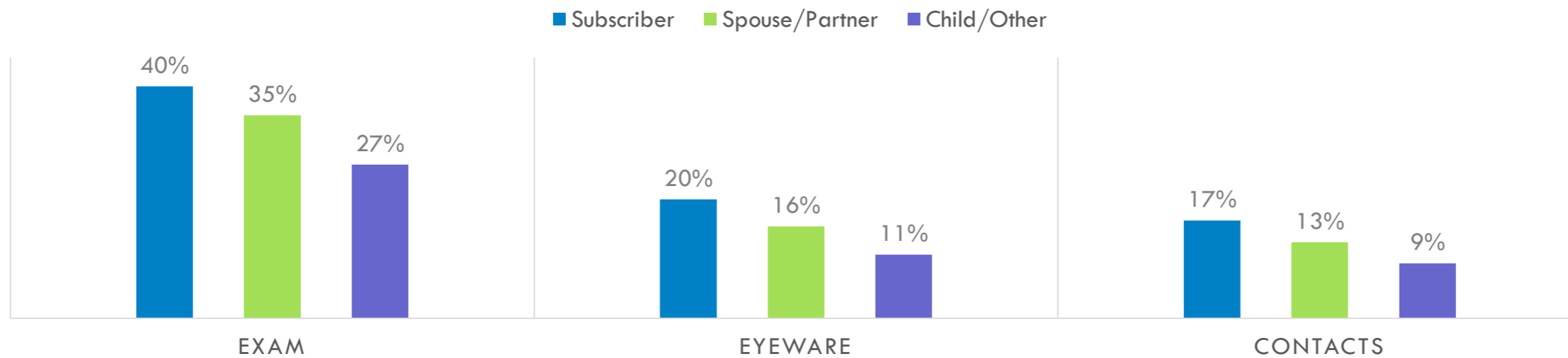
Claims Summary

	Average Members		Claims						\$ Paid to Provider					
			Exam		Eyeware		Contacts		Exam		Eyeware		Contacts	
	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior
Subscriber	1,784	1,724	714	654	366	326	301	304	28,079	25,431	33,864	31,294	41,172	41,467
Spouse/Partner	479	453	168	152	76	93	63	54	6,744	6,024	7,258	9,186	8,010	8,621
Child/Other	856	797	227	222	94	123	81	64	8,962	8,628	10,065	13,499	13,047	8,756
Total	3,119	2,975	1,109	1,028	536	542	445	422	43,785	40,083	51,186	53,978	62,229	58,844

**CLAIMS BY CATEGORY & MEMBER TYPE
CURRENT YEAR**



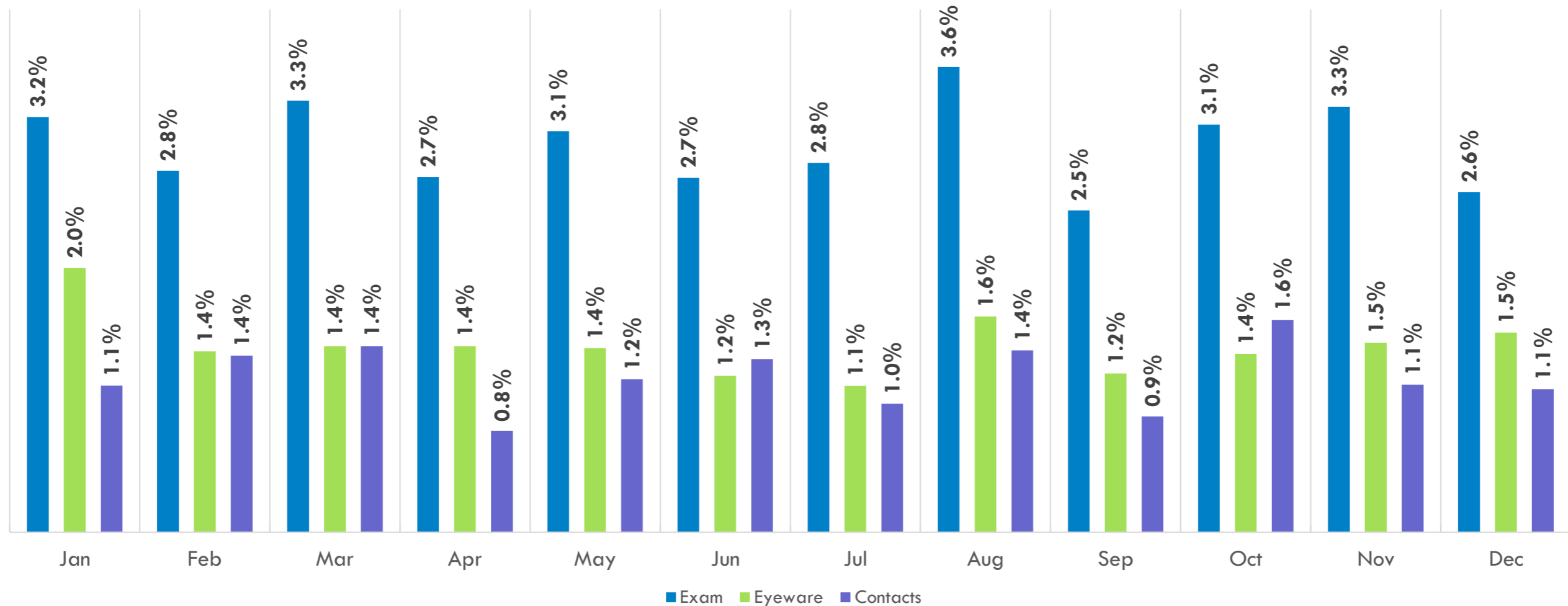
**UTILIZATION BY CATEGORY & MEMBER TYPE
CURRENT YEAR**



Claims Summary

	Claims						\$ Paid to Provider					
	Exam		Eyeware		Contacts		Exam		Eyeware		Contacts	
	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior
January 2019	99	85	63	49	35	40	3,818	3,379	6,048	5,892	5,723	4,832
February 2019	86	74	43	41	42	40	3,353	2,885	4,280	4,142	5,675	4,999
March 2019	102	81	44	49	44	36	4,099	3,090	4,161	4,177	6,529	5,154
April 2019	84	75	44	35	24	29	3,315	2,920	3,570	3,228	3,192	3,557
May 2019	97	118	45	73	37	36	3,914	4,597	4,489	7,198	6,978	4,715
June 2019	86	69	38	37	42	31	3,340	2,670	3,717	3,976	5,255	6,013
July 2019	92	108	37	42	32	33	3,608	4,263	3,214	4,296	3,825	4,254
August 2019	110	108	51	49	43	47	4,318	3,995	5,164	4,698	5,153	6,860
September 2019	75	95	37	44	27	42	3,000	3,685	3,492	4,377	3,419	5,645
October 2019	96	86	42	50	50	26	3,880	3,455	4,057	4,809	7,551	3,284
November 2019	101	73	45	43	35	33	3,975	2,860	4,263	4,257	4,410	4,057
December 2019	81	56	48	30	34	29	3,165	2,284	4,731	2,929	4,520	5,473
Total	1,109	1,028	536	542	445	422	43,785	40,083	51,186	53,978	62,229	58,844

CLAIM UTILIZATION % BY MONTH

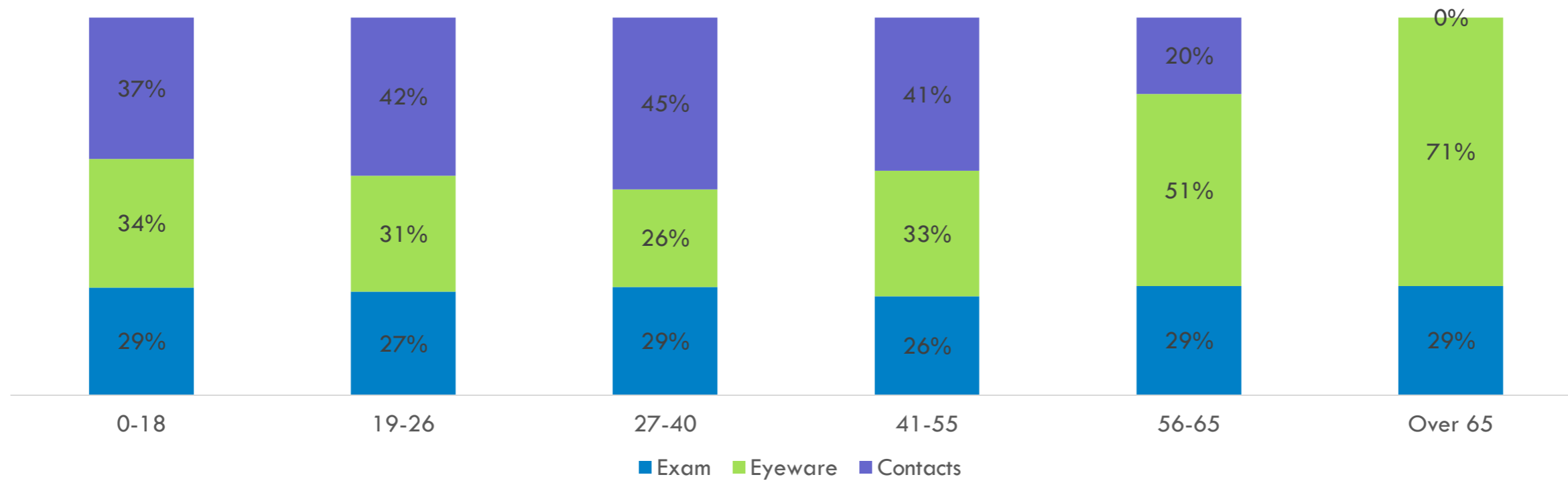


Claims Summary

	Claims						Total
	Age Bucket						
	0-18	19-26	27-40	41-55	56-65	Over 65	
Exam	161	169	394	264	108	13	1,109
Eyeware	68	79	166	134	77	12	536
Contacts	44	80	196	99	26	-	445
Average Members	639	421	1,011	713	297	39	3,120

	\$ Paid to Provider						Total
	Age Bucket						
	0-18	19-26	27-40	41-55	56-65	Over 65	
	6,378	6,582	15,542	10,389	4,389	505	43,785
	7,612	7,396	14,024	13,143	7,725	1,240	51,141
	8,360	10,055	24,657	16,082	3,075	-	62,229
Total	22,351	24,033	54,223	39,614	15,189	1,745	157,156

PAID CATEGORY BY AGE BUCKET

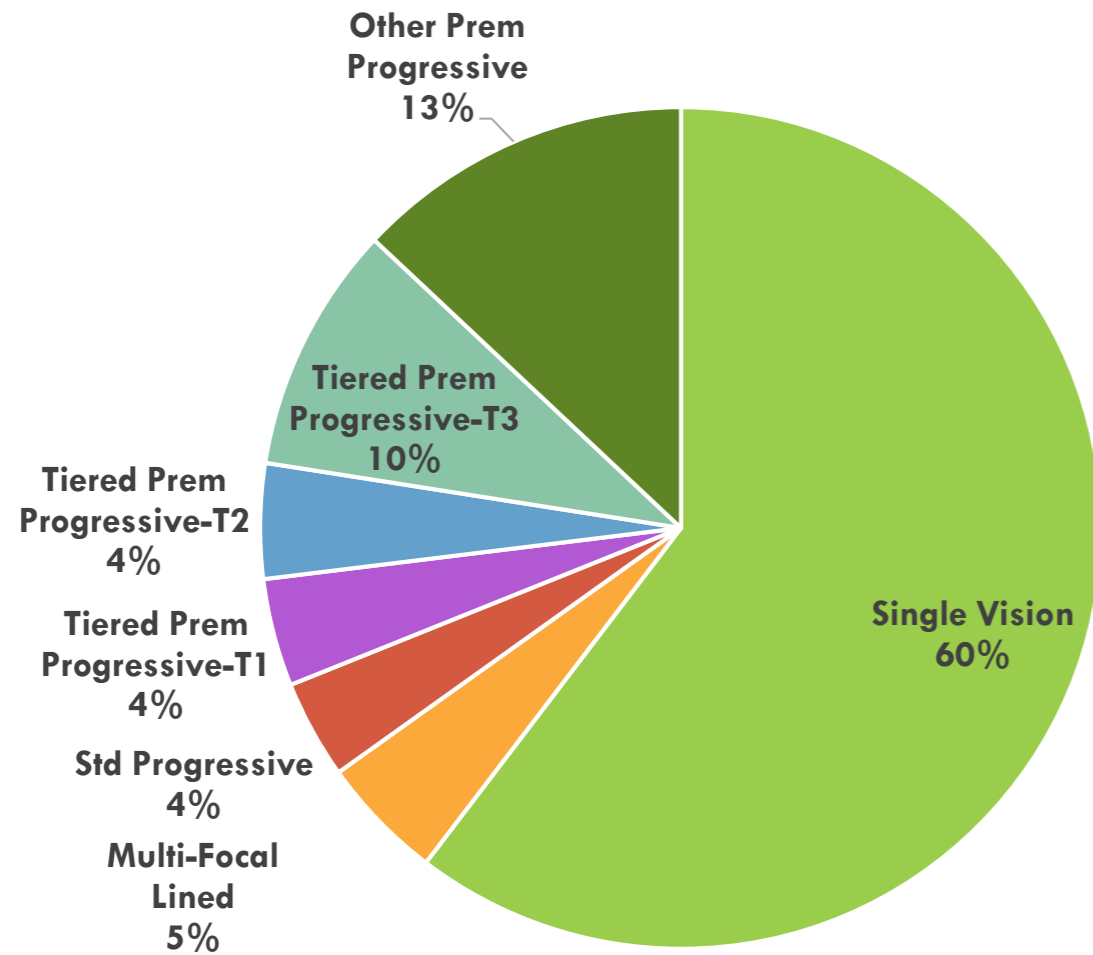


Membership Summary

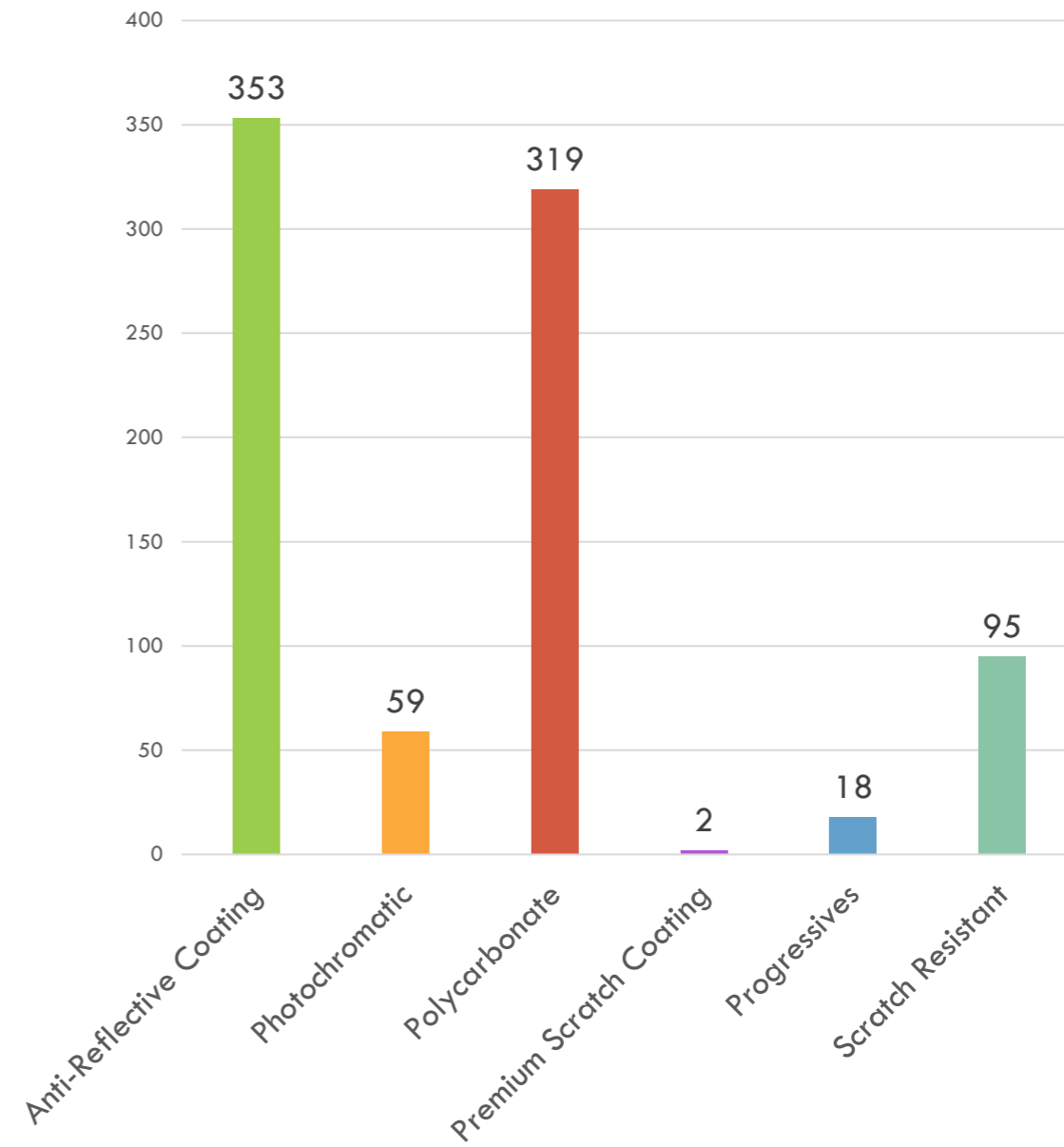
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average
Subscriber	1,808	1,805	1,792	1,792	1,808	1,810	1,853	1,747	1,718	1,739	1,758	1,772	1,784
Spouse/Partner	478	472	471	471	476	483	498	483	477	481	481	478	479
Child/Other	831	832	826	827	877	880	906	861	852	858	863	861	856
Total	3,117	3,109	3,089	3,090	3,161	3,173	3,257	3,091	3,047	3,078	3,102	3,111	3,119

Lens Breakout Summary

LENS TYPE BREAKDOWN



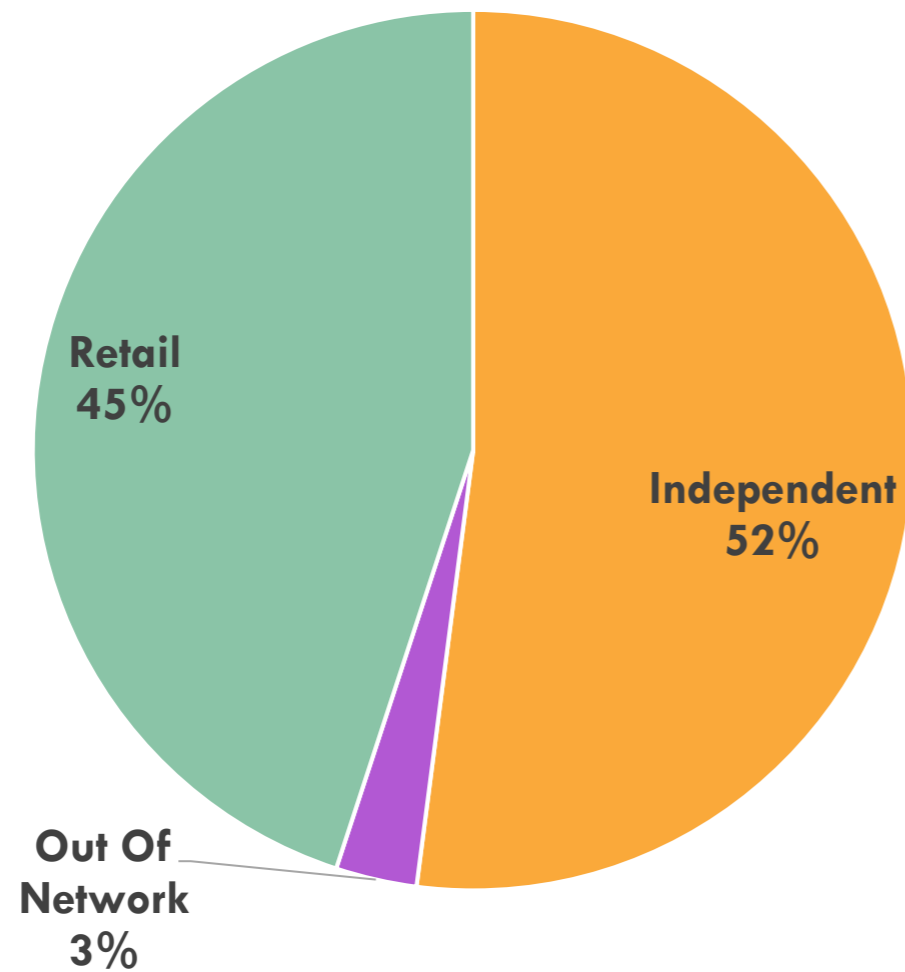
LENS ENHANCEMENTS



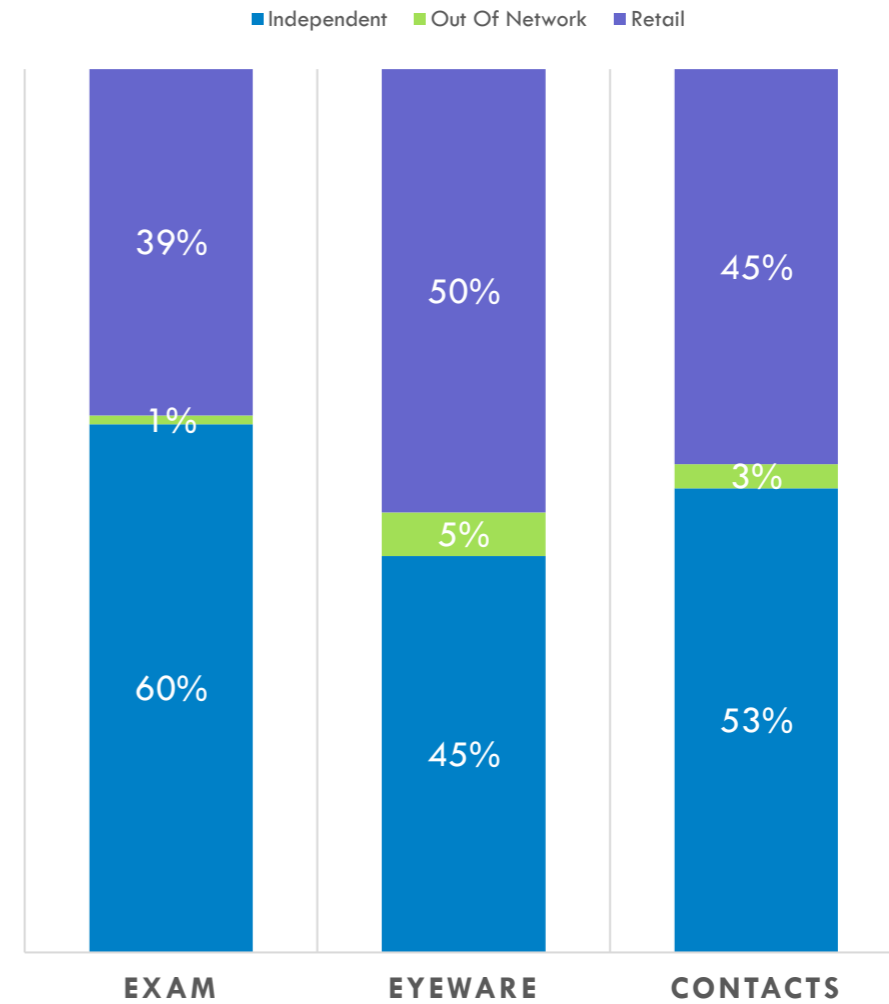
Market Share by Provider Type

	Claims						\$ Paid to Provider					
	Exam		Eyeware		Contacts		Exam		Eyeware		Contacts	
	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior
Independent	645	603	240	232	225	221	26,173	24,241	22,976	23,813	32,684	33,493
Out Of Network	15	23	32	36	17	21	445	690	2,532	2,709	1,707	1,912
Retail	449	402	264	275	203	180	17,167	15,152	25,678	27,456	27,838	23,440
Total	1,109	1,028	536	542	445	422	43,785	40,083	51,186	53,978	62,229	58,844

PAID MARKET SHARE BY PROVIDER TYPE

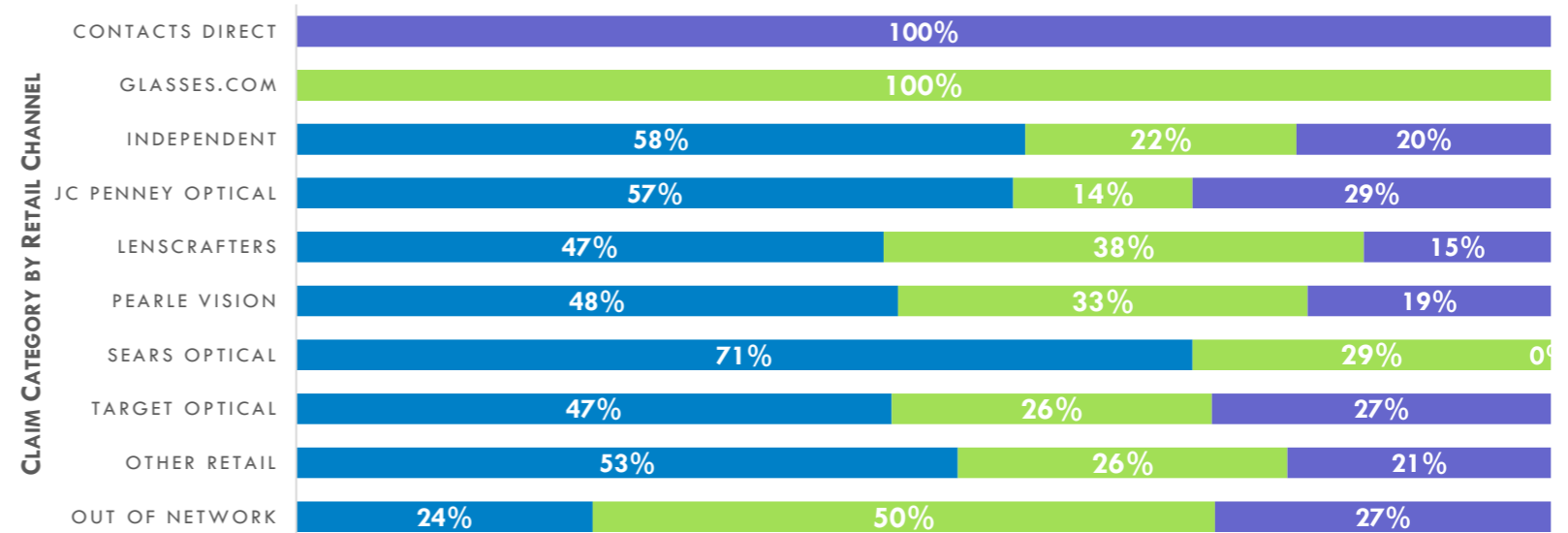
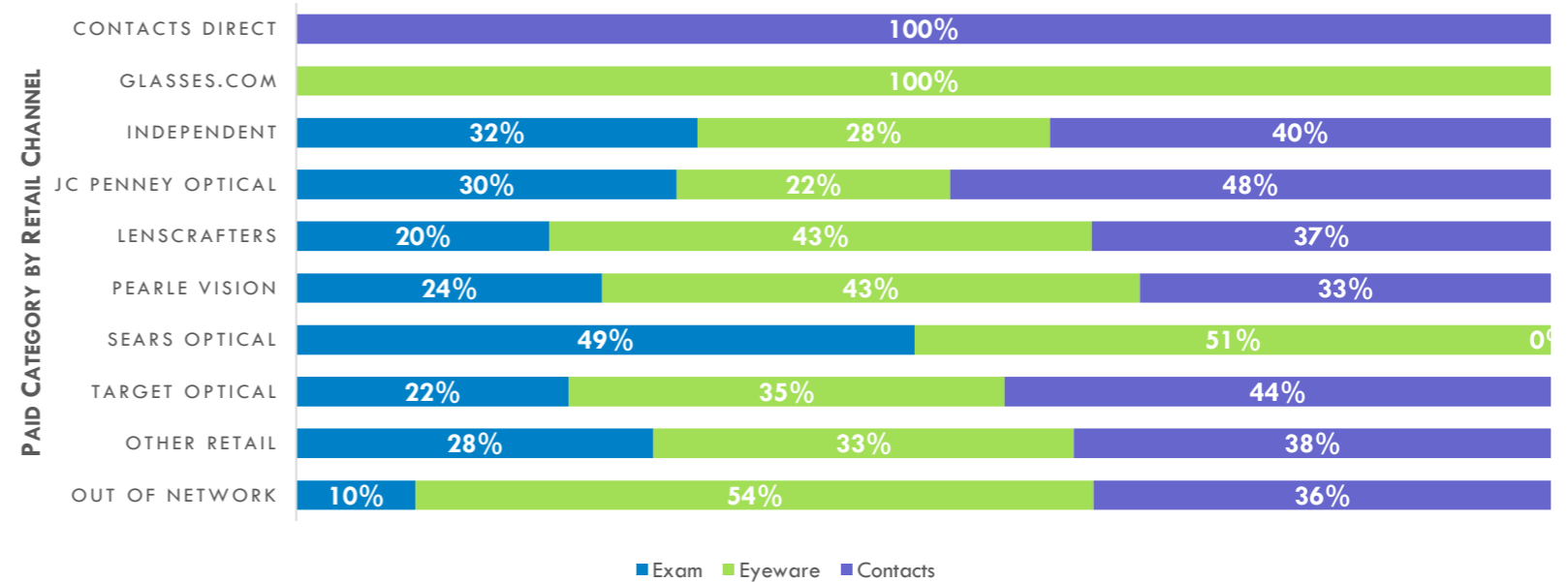
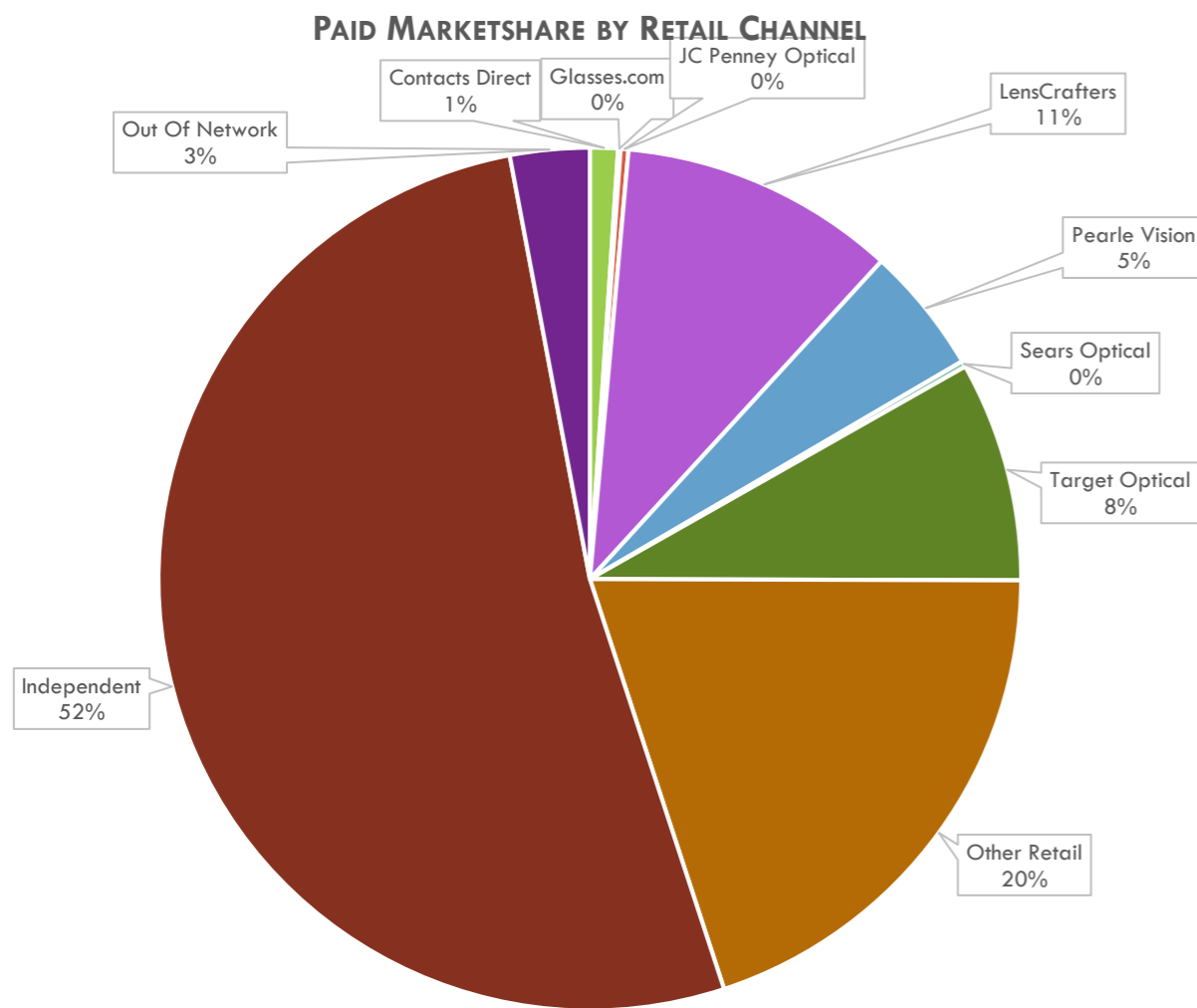


PAID MARKET SHARE BY PROVIDER TYPE AND CATEGORY



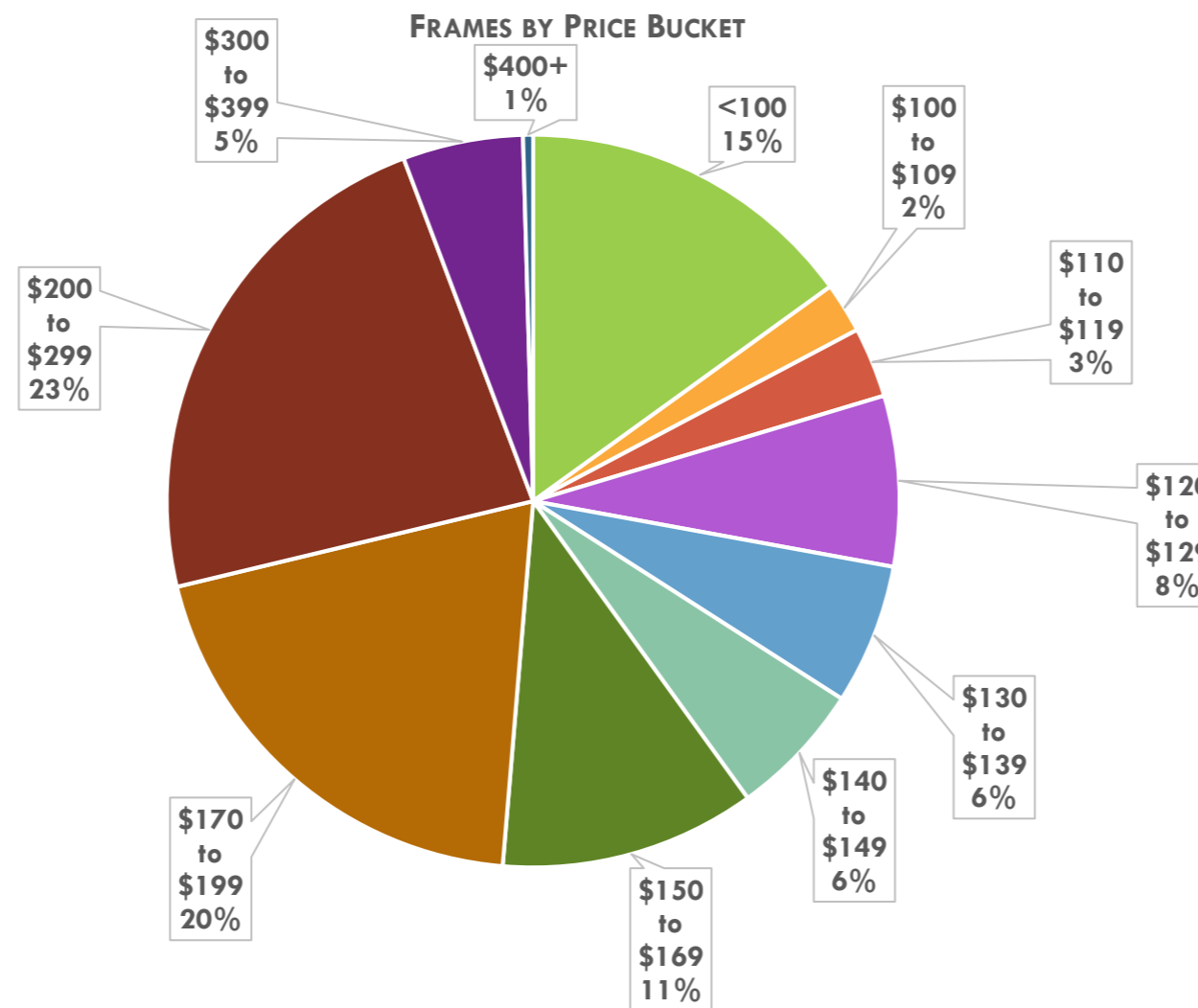
Market Share by Channel

	Claims						\$ Paid to Provider					
	Exam		Eyewear		Contacts		Exam		Eyewear		Contacts	
	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior	Current	Prior
Contacts Direct	0	0	0	0	19	16	-	-	-	-	1,644	2,033
Glasses.com	0	0	2	2	0	0	-	-	143	206	-	-
JC Penney Optical	4	5	1	4	2	4	140	180	100	509	221	442
LensCrafters	88	96	72	73	28	24	3,295	3,635	7,057	7,596	5,970	3,014
Pearle Vision	47	50	32	32	19	15	1,825	1,900	3,209	3,468	2,452	1,950
Sears Optical	5	8	2	1	0	6	175	310	180	35	-	701
Target Optical	79	56	43	41	45	24	2,815	2,015	4,503	4,212	5,644	3,044
Other Retail	226	187	113	122	90	91	8,917	7,112	10,487	11,429	11,907	12,256
Independent	645	603	240	232	225	221	26,173	24,241	22,976	23,813	32,684	33,493
Out Of Network	15	23	32	36	17	21	445	690	2,532	2,709	1,707	1,912
Total	1,109	1,028	536	542	445	422	43,785	40,083	51,186	53,978	62,229	58,844



Frames by Price Bucket and Retail Channel

	<100	\$100 to \$109	\$110 to \$119	\$120 to \$129	\$130 to \$139	\$140 to \$149	\$150 to \$169	\$170 to \$199	\$200 to \$299	\$300 to \$399	\$400+	Total Claims	Average Retail
Glasses.com	-	-	-	-	-	1	-	-	-	1	-	2	\$ 221
JC Penney Optical	-	-	1	-	-	-	-	-	-	-	-	1	\$ 119
LensCrafters	1	1	4	6	8	4	3	15	13	4	-	59	\$ 186
Pearle Vision	-	-	1	2	1	5	2	10	6	2	-	29	\$ 191
Sears Optical	1	1	-	-	-	-	-	-	-	-	-	2	\$ 100
Target Optical	3	1	4	10	4	5	5	5	4	-	-	41	\$ 146
Other Retail	40	4	-	7	4	3	15	9	17	1	-	100	\$ 137
Sub-Total	45	7	10	25	17	18	25	39	40	8	-	234	
Out Of Network	18	1	-	2	-	1	1	2	3	2	-	30	\$ 127
Independent	5	2	4	7	11	8	25	49	61	14	2	188	\$ 202
Grand Total	68	10	14	34	28	27	51	90	104	24	2	452	\$ 175



Detailed Report

	Claims	Util %	Retail Total	Average Retail	Member			Client		
					Resp.	Savings	Discount	NET to Provider	Savings	Savings %
Exam	1109	35.6%	\$ 133,884	\$ 120.73	\$ 12,677	\$ 121,207	90.5%	\$ 43,785	\$ 90,099	67.3%
Contacts	445	14.3%	\$ 116,011	\$ 260.70	\$ 51,403	\$ 64,609	55.7%	\$ 62,229	\$ 53,782	46.4%
Fit & Follow	357	11.4%	\$ 23,196	\$ 64.97	\$ 17,147	\$ 6,050	26.1%	\$ -	\$ 23,196	100.0%
Frame	454	14.6%	\$ 78,978	\$ 173.96	\$ 21,435	\$ 57,543	72.9%	\$ 29,139	\$ 49,839	63.1%
Exam Services										
Dilation	144	4.6%	\$ 390	\$ 2.71	\$ -	\$ 390	100.0%	\$ -	\$ 390	100.0%
Dr Misc Material	0	0.0%	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Exam Misc	0	0.0%	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Glaucoma Screen	0	0.0%	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
MED OV	0	0.0%	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Primary EyeCare	0	0.0%	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Prof Service	0	0.0%	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Refraction	801	25.7%	\$ 27,342	\$ 34.13	\$ 140	\$ 27,201	99.5%	\$ -	\$ 27,342	100.0%
Retinal Photo	94	3.0%	\$ 3,260	\$ 34.68	\$ 2,883	\$ 377	11.6%	\$ -	\$ 3,260	100.0%
Exam Services	1039	33.3%	\$ 30,992	\$ 29.83	\$ 3,023	\$ 27,968	90.2%	\$ -	\$ 30,992	100.0%
Lenses										
Multi-Focal Lined	17	0.5%	\$ 2,354	\$ 138.47	\$ 154	\$ 2,199	93.4%	\$ 939	\$ 1,415	60.1%
Other Prem Progressive	47	1.5%	\$ 15,381	\$ 327.25	\$ 9,720	\$ 5,661	36.8%	\$ 2,560	\$ 12,821	83.4%
Single Vision	361	11.6%	\$ 30,751	\$ 85.18	\$ 1,221	\$ 29,530	96.0%	\$ 11,886	\$ 18,866	61.3%
Std Progressive	18	0.6%	\$ 3,404	\$ 189.12	\$ 1,971	\$ 1,433	42.1%	\$ 745	\$ 2,659	78.1%
Tiered Prem Progressive-T1	15	0.5%	\$ 2,549	\$ 169.93	\$ 1,275	\$ 1,274	50.0%	\$ 815	\$ 1,734	68.0%
Tiered Prem Progressive-T2	16	0.5%	\$ 4,087	\$ 255.44	\$ 1,520	\$ 2,567	62.8%	\$ 870	\$ 3,217	78.7%
Tiered Prem Progressive-T3	36	1.2%	\$ 13,550	\$ 376.39	\$ 3,960	\$ 9,590	70.8%	\$ 1,875	\$ 11,675	86.2%
Lenses	510	16.4%	\$ 72,076	\$ 141.33	\$ 19,821	\$ 52,255	72.5%	\$ 19,690	\$ 52,386	72.7%

Lens Enhancements Detailed Report

	Claims	Util %	Retail Total	Average Retail	Member			Client		
					Resp.	Savings	Discount	NET to Provider	Savings	Savings %
Anti-Reflective Coating										
Anti-Reflective Coating	109	3.5%	\$ 8,028	\$ 73.65	\$ 4,956	\$ 3,072	38.3%	\$ -	\$ 8,028	100.0%
Anti-Reflective Coating Tier 1	28	0.9%	\$ 2,689	\$ 96.04	\$ 1,536	\$ 1,153	42.9%	\$ -	\$ 2,689	100.0%
Anti-Reflective Coating Tier 2	132	4.2%	\$ 15,242	\$ 115.47	\$ 8,856	\$ 6,386	41.9%	\$ -	\$ 15,242	100.0%
Prem Anti-Reflective Coating	84	2.7%	\$ 12,062	\$ 143.60	\$ 9,626	\$ 2,436	20.2%	\$ -	\$ 12,062	100.0%
Anti-Reflective Coating	353	11.3%	\$ 38,021	\$ 107.71	\$ 24,974	\$ 13,047	34.3%	\$ -	\$ 38,021	100.0%
Polycarbonate										
Polycarbonate	312	10.0%	\$ 19,009	\$ 60.93	\$ 9,856	\$ 9,153	48.2%	\$ 2,132	\$ 16,877	88.8%
Premium PolyCarbonate	7	0.2%	\$ 678	\$ 96.90	\$ 543	\$ 136	20.0%	\$ -	\$ 678	100.0%
Polycarbonate	319	10.2%	\$ 19,687	\$ 61.72	\$ 10,399	\$ 9,288	47.2%	\$ 2,132	\$ 17,555	89.2%
Photochromic										
Photochromic	59	1.9%	\$ 6,957	\$ 117.91	\$ 4,425	\$ 2,532	36.4%	\$ -	\$ 6,957	100.0%
Scratch Coating										
Premium Scratch Coating	2	0.1%	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Scratch Coating	95	3.0%	\$ 351	\$ 3.69	\$ -	\$ 351	100.0%	\$ 225	\$ 126	35.9%
Scratch Coating	97	3.1%	\$ 351	\$ 3.62	\$ -	\$ 351	100.0%	\$ 225	\$ 126	35.9%
Other										
High Index	44	1.4%	\$ 7,099	\$ 161.33	\$ 5,679	\$ 1,420	20.0%	\$ -	\$ 7,099	100.0%
Other	0	0.0%	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Other Misc Add-Ons	129	4.1%	\$ 4,698	\$ 36.42	\$ 3,731	\$ 967	20.6%	\$ -	\$ 4,698	100.0%
Polarize Lens	19	0.6%	\$ 1,860	\$ 97.89	\$ 1,488	\$ 372	20.0%	\$ -	\$ 1,860	100.0%
Prism	2	0.1%	\$ 65	\$ 32.50	\$ 52	\$ 13	20.0%	\$ -	\$ 65	100.0%
Tint	53	1.7%	\$ 1,790	\$ 33.78	\$ 880	\$ 910	50.8%	\$ -	\$ 1,790	100.0%
Ultra-Violet Coating	217	7.0%	\$ 1,758	\$ 8.10	\$ 1,142	\$ 616	35.0%	\$ -	\$ 1,758	100.0%
Other	464	14.9%	\$ 17,270	\$ 37.22	\$ 12,972	\$ 4,298	24.9%	\$ -	\$ 17,270	100.0%

VISION

ABC CompanyGroup # **12345**Reporting Period: 1/1/2019 - 12/31/2019

Premium and Paid Claims

	Premium	Paid Claims	Members	Subscribers
2019-01	\$22,599.33	\$15,589.08	3,117	1,808
2019-02	\$22,536.54	\$13,307.33	3,109	1,805
2019-03	\$22,417.82	\$14,788.97	3,089	1,792
2019-04	\$22,451.40	\$10,076.94	3,090	1,792
2019-05	\$22,601.33	\$15,380.70	3,161	1,808
2019-06	\$22,803.44	\$12,312.03	3,173	1,810
2019-07	\$23,432.16	\$10,647.29	3,257	1,853
2019-08	\$22,210.36	\$14,589.67	3,091	1,747
2019-09	\$21,956.65	\$9,911.35	3,047	1,718
2019-10	\$22,171.74	\$15,488.17	3,078	1,739
2019-11	\$22,324.04	\$12,648.50	3,102	1,758
2019-12	\$22,421.45	\$12,415.64	3,111	1,772
Total	\$269,926.26	\$157,155.67		

Purpose of This Document

This companion guide has been written to assist those who will be implementing the ASC X12N 834 Benefit Enrollment and Maintenance Set (005010X220) for use with Dearborn Life Insurance Company. Our recommendations are noted in the comments section of the companion document; otherwise please refer to the ASC X12N 834 (005010X220 and 005010X220A1) Implementation Guides. By addressing trading partner specific processing considerations, our hope is that this companion document will simplify your implementation.

Please note that this guide is intended only as a supplement to and NOT a replacement for the ASC X12N 834 Benefit and Enrollment and Maintenance Implementation Guide as mandated under HIPAA. The implementation specifications for the ASC X12N 834 Standard may be obtained from the Washington Publishing Company on the Internet at <http://www.wpc-edi.com>.

Secure File Transmission

Dearborn Life Insurance Company utilizes the Axway SecureTransport gateway for securing, managing, and tracking files. Additional information and forms will be made available in order to setup communications with Axway.

We can generally accept a file any day of the week, however, we only run nightly jobs during the week (Monday thru Friday). If a file is received Monday - Friday after 5pm Central time, the file will be scheduled to run on the next business day. About the only restriction we have is that we CANNOT accept more than one file with the same name within the same business day.

Testing

Testing will involve a number of test files both Update and Verify files as determined by the project. Testing scenarios in these test files will be determined by the project. During the testing period with the partner, set ISA15 to 'T' for 'test data'.

Notes

- All page number references in this document pertain to the Benefit Enrollment and Maintenance 834 ASC X12N (005010X220) Implementation Guide.
- **Group/Account Identification** – We utilize a Group Number/Account Number system. Since the 834 does not support this numbering system, the Group Number and Account Number will be contained in the same element. When sending Group Number and Account Number, the element needs to be formatted in a comma-delimited fashion.
- **Dependent Identification** – A dependent is identified by our administration system by the following criteria: employee identifier, dependent's name, dependent's birth date, dependent's gender code, dependent's relationship code, and dependent's social security number.
- **Coverage Identification** – 2300-HD-HD04 must be a composite, comma-delimited field combining the following information: plan, product, coverage option, product set, number of children, EOI and volume/units. Further information on how to populate this element is provided in the table below as well as in the HD04 Translation Table document.

- **Member Level Dates** – The minimum applicable dates required are Effective Date, Issue/Hire Date.
- **Location and Location Effective Dates** – If sending Location and Location Effective Dates, please follow the steps below:
 - o Location – Please send Location on all new enrollments and changes in the following manner:
 - 2000-REF01 = DX
 - 2000-REF02 = Location (Location is numeric field/(7) segments).
 - The actual Location codes will be determined by the Partner and Dearborn Life Insurance Company listing Locations in the Translation Table sent for each client.
 - o Location Effective Date – Please send Location Effective Date in the following manner whenever Location is sent:
 - 2000-DTP01 = 303 or 356
 - 2000-DTP03 = Location Effective Date

EDI Delimiters

We recommend the use of the following delimiters in all transactions:

CHARACTER	NAME	DELIMITER
*	Asterisk	Data Element Separator
>	Greater Than	Sub-element Separator
~	Tilde	Segment Terminator

Non-EDI Delimiters

We require that some elements use comma-delimited values. These elements are specified in the table below.

Dearborn Life Insurance Company – Standard EDI 834 Companion Document

ASC X12N Version 005010X220A1

Loop ID	Segment ID	Element ID	Element Values	Element Description	Require (Y/O/S)
INTERCHANGE CONTROL HEADER					
	ISA01	Authorization Information Qualifier	00 = No authorization information present		Y
	ISA02	Authorization Information	Spaces	10 spaces	Y
	ISA03	Security Information Qualifier	01 = password		Y
	ISA04	Security Information		The password will be defined by Dearborn Life Insurance Company's EDI Clearinghouse.	Y
	ISA05	Interchange ID Qualifier	ZZ = Mutually defined		Y
	ISA06	Interchange Sender ID	Client's Tax Identification Number	This is a unique ID number assigned by Dearborn Life Insurance Company. Typically, this is the Client's Tax Identification Number.	Y
	ISA07	Interchange ID Qualifier	ZZ = Federal Tax ID	This ID qualifies the receiver in ISA08.	Y
	ISA08	Interchange Receiver ID	362598882 for Dearborn Life Insurance Company		Y
	ISA09	Interchange Date	YYMMDD		Y
	ISA10	Interchange Time	HHMM		Y
	ISA11	Repetition Separator	U		Y
	ISA12	Interchange Control Version Number	00501		Y
	ISA13	Interchange Control Number	9 characters	This number must be identical to the associated Interchange Trailer IEA02.	Y
	ISA14	Acknowledgement Requested	0 - No Acknowledgement Requested		Y
	ISA15	Interchange Usage Indicator	P = Production Data; T = Test Data		Y
	ISA16	Component Element Separator	Refer to the 'EDI Delimiter' section.	Note: This value must be different than the data element separator and the segment terminator.	Y
FUNCTIONAL GROUP HEADER					
	GS01	Functional Identifier Code	BE = Benefit Enrollment and Maintenance		Y
	GS02	Application Sender's Code	Insert Sender's ID Code	Same ID number as ISA06	Y
	GS03	Application Receiver's Code	Insert Receiver's ID Code	Same ID number as ISA08	Y
	GS04	Date	CCYYMMDD		Y
	GS05	Time	HHMM		Y
	GS06	Group Control Number	"1"	This number must match the data element in the associated functional group trailer in GE02	Y
	GS07	Responsible Agency Code	X = Accredited Standards Committee X12		Y
	GS08	Version / Release / Industry Identifier Code	005010X220A1	Must use full code	Y
TRANSACTION SET HEADER					
	ST01	Transaction Set Identifier Code	834		Y
	ST02	Transaction Set Control Number		Group Specific Control Number to identify transaction set. Must match number in SE02.	Y
	ST03	Implementation Convention Reference		The implementation convention reference (ST03) is used by the translation routines of the interchange partners to select the appropriate implementation convention to match the transaction set definition. When used, this implementation convention reference takes precedence over the	O

Loop ID	Segment ID	Element ID	Element Values	Element Description	Require (Y/O/S)
				implementation reference specified in the GS08.	
BEGINNING SEGMENT					
	BGN01	Transaction Set Purpose Code	00 = Original		Y
	BGN08	Action Code	RX = Verify	RX = Full Population Audit (including term records)	Y
TRANSACTION SET POLICY NUMBER					
	REF02	Reference Identification	<GroupNumber>	Example: G12345	Y (if REF is used)
SPONSOR NAME					
1000A	N101	Entity Identifier Code	P5	Note: Loop 1000A is always used to identify Plan Sponsor	Y
1000A	N102	Plan Sponsor Name	Group Policyholder Name		Y
1000A	N103	Identification Code Qualifier	FI – Federal Tax Id		Y
PAYER					
1000B	N102	Name	FDL = Dearborn Life Insurance Company		S
1000B	N103	Identification Code Qualifier	FI = Federal Tax ID		Y
1000B	N104	Identification Code	362598882 for Dearborn Life Insurance Company		Y
TPA/BROKER NAME					
1000C	N101	Entity Identifier Code	BO = Broker; TV = Third Party Admin	Note: Loop 1000C is only used if the Broker/TPA is receiving commissions from Insurer on group listed in 1000A.	S
1000C	N103	Identification Code Qualifier	FI = Federal Tax ID		Y (if 1000C is used)
MEMBER LEVEL DETAIL					
2000	INS02	Individual Relationship Code	01 = Spouse 18 = Self 19 = Child G8 = Other - Disabled Child over 26		Y
2000	INS03	Maintenance Type Code	001 - Change Use this code to indicate a change to an existing subscriber/dependent record 021 - Addition Use this code to add a subscriber or dependent 024 - Cancellation or Termination Use this code for cancellation, termination, or deletion of a subscriber or dependent. 025 - Reinstatement Use this code for reinstatement of a cancelled subscriber/dependent record. 030 - Audit or Compare Use this code when sending a full roster to verify that the sponsor and payer databases are synchronized. See section 2.6.	Note: Send the appropriate maintenance code that reflects the transitions reflected on the file. Employee terminations should be sent at the 2000 loop.	Y
2000	INS04	Maintenance Reason Code	03 = Death 04 = Retirement 08 = Terminated Employment 14 = Voluntary Withdrawal 22 = Plan Change 38 = Leave of Absence Without Benefits	If 2000-INS03 = 024 or 2300-DTP01 = 349, then use the appropriate EDI code in column Element Value or default to 08.	Y
2000	INS08	Employment Status Code	FT = Full-Time; RT = Retired		S
2000	REF01	Reference Identification Qualifier	0F	This equals the Subscriber Identifier (SSN). Required for every INS segment.	Y (if REF is used)

Loop ID	Segment ID	Element ID	Element Values	Element Description	Require (Y/O/S)
2000	REF02	Reference Identification		Subscriber's SSN	Y (if REF is used)
MEMBER POLICY NUMBER					
2000	REF01	Reference Identification Qualifier	1L	This is the Member Policy Number segment. Required for every INS segment.	Y (if REF is used)
2000	REF02	Reference Identification	<GroupNumber>,<AccountNumber>	Example: G12345,1	Y (if REF is used)
MEMBER SUPPLEMENTAL IDENTIFIER					
2000	REF01	Reference Identification	23 = Client Number / Unique ID DX = Location. It is a numeric field (7) segments	This is the Member Identification Number segment. Use this segment if using Identification Number when 2000-REF01=23. DX should include a value listed under the LOCATION found on the 834 HD04 Translation Table Document. Only required under INSY when applicable	O (if REF is used)
MEMBER LEVEL DATES – INSY and INSN Records (Employee / Dependents)					
2000	DTP01	Date/Time Qualifier	303 - Maintenance Effective 336 - Employment Begin 356 - Eligibility Begin 357 - Eligibility End	Full Files will require 336 = Original Date of Hire only on all INSY records. All INS must have 356 = Employee / Dependent Effective Date when Active or 357 = Employee / Dependent Termination Date when Terminated	Y (if DTP is used)
MEMBER NAME					
2100A	NM103	Name Last or Organization Name		Lastname will be truncated to 20 bytes	Y
2100A	NM104	Name First		Firstname will be truncated to 17 bytes	Y
2100A	NM105	Name Middle		Middlename will be truncated to 1 byte	S
2100A	NM108	Identification Code Qualifier	34 = Social Security Number		Y
2100A	NM109	Identification Code		When sending dependent transaction, populate 2100A-NM109 with Dependent's SSN. Otherwise, send subscriber's SSN. Will be truncated to 12 bytes.	Y
MEMBER COMMUNICATIONS NUMBERS					
2100A	PER03	Communication Number Qualifier	Code identifying the type of communication number	Only include: CP Cellular Phone HP Home Phone Number TE Telephone WP Work Phone Number	Y (if PER is used)
2100A	PER04	Communication Number	Format AAABBBCCCC where AAA = area code, BBB = prefix and CCCC = number. This applies to US and North American Dialing Plan numbers.	Do not include non-numeric characters... This will be truncated to 10 bytes.	Y (if PER is used)
MEMBER RESIDENCE STREET ADDRESS – INSY Only (Employee)					
2100A	N301	Address Information		Address will be truncated to 30 bytes	Y (if N3 is used)
2100A	N302	Address Information		Address will be truncated to 30 bytes	S
MEMBER CITY, STATE, ZIP CODE – INSY Only (Employee)					
2100A	N401	City Name		City will be truncated to 20 bytes	Y (if N4 is used)
2100A	N402	State or Province Code		2 character state code. State - is required only if city name (N401) is in the U.S. or Canada.	Y (if N4 is used)
2100A	N403	Postal Code	5 or 9 digit zip code no spaces or punctuation	00000 000000000	Y (if N4 is used)
MEMBER DEMOGRAPHICS					
2100A	DMG01	Date Time Period Format	D8	This value indicates that Date	Y

Loop ID	Segment ID	Element ID	Element Values	Element Description	Require (Y/O/S)
		Qualifier		Expressed in Format CCYYMMDD.	
2100A	DMG02	Member Birth Date		Member's date of birth in the specified format in DMG01.	Y
2100A	DMG03	Gender Code	F - Female M - Male		Y
2100A	DMG04	Marital Status	D = Divorced M = Married I = Single W = Widowed	If you have other than D, M, I or W, please map as follows: X = Legally Separated, use D. S = Separated, use D. B = Registered Domestic Partner, use M. U = Unmarried (Single or Divorced or Widowed), use I. R = Unreported, use I. If unknown, default to I (Single).	Y
MEMBER INCOME					
2100A	ICM03	Quantity		If 2100A-ICM01 = 1 or H, 2100A-ICM03 must be populated with member's weekly hours.	S
MEMBER MAIL STREET ADDRESS					
2100C	N301	Address Information		The 2100C loop is solely intended for sending an address, however, customization is required to make use of the 2100C Loop. Address will be truncated to 30 bytes	Y (if N3 is used)
2100C	N302	Address Information		The 2100C loop is solely intended for sending an address, however, customization is required to make use of the 2100C Loop. Address will be truncated to 30 bytes	S
MEMBER MAIL CITY, STATE, ZIP CODE					
2100C	N401	City Name		The 2100C loop is solely intended for sending an address, however, customization is required to make use of the 2100C Loop. City will be truncated to 20 bytes	Y (if N4 is used)
2100C	N402	State or Province Code		The 2100C loop is solely intended for sending an address, however, customization is required to make use of the 2100C Loop. 2 character state code. State - is required only if city name (N401) is in the U.S. or Canada.	Y (if N4 is used)
2100C	N403	Postal Code	5 or 9 digit zip code no spaces or punctuation	The 2100C loop is solely intended for sending an address, however, customization is required to make use of the 2100C Loop. 00000 000000000	Y (if N4 is used)
HEALTH COVERAGE – INSY Record Only (Employee)					
2300	HD03	Insurance Line Code	FAC = Facility		Y (if HD is used)
2300	HD04	Plan Coverage Description	<PlanCode>,<ProductID>, <CoverageOption>,<ProductSetID>,<#OfDependents>,<EOI>, <Units/Volume>	Refer to HD04 Translation Table document for details on how to populate HD04 element.	Y (if HD is used)
HEALTH COVERAGE DATES – INSY Record Only (Employee)					
2300	DTP01	Date/Time Qualifier	348 = Benefit Begin	'348' Benefit Begin date, updates	Y

Loop ID	Segment ID	Element ID	Element Values	Element Description	Require (Y/O/S)
			349 = Benefit End	whenever the benefit selection (coverage tier/option or benefit amount) changes. '349' Benefit End date, is sent only if coverage is terminated.	
2300	DTP02	Date Time Period Format Qualifier	D8		Y
2300	DTP03	Date Time Period	CCYYMMDD		Y

Business Scenarios

In addition to the above table, Dearborn Life Insurance Company requires that certain information be passed in the 834 when certain business scenarios arise. These scenarios are outlined below.

1. Employee/Coverage Changes

- a. Name Change – Always send the following segments/elements:
 - i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Member Name segment (pg. 62)
 - iv. Member Demographics segment (pg. 71)
 - v. Member Level Dates segment where DTP01 = 356 (pg. 59)
 - vi. Member Level Dates segment where DTP01 = 336 (pg. 59)
 - vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).
- b. Address Change – Always send the following segments/elements:
 - i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Member Name segment (pg. 62)
 - iv. Member Demographics segment (pg. 71)
 - v. Member Level Dates segment where DTP01 = 356 (pg. 59)
 - vi. Member Level Dates segment where DTP01 = 336 (pg. 59).
 - vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).
- c. Gender Code Change – Always send the following segments/elements:
 - i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Member Name segment (pg. 62)
 - iv. Member Demographics segment (pg. 71)
 - v. Member Level Dates segment where DTP01 = 356 (pg. 59)
 - vi. Member Level Dates segment where DTP01 = 336 (pg. 59)
 - vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).
- d. Birth Date Correction – Always send the following segments/elements:
 - i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Member Name segment (pg. 62)
 - iv. Member Demographics segment (pg. 71)
 - v. Member Level Dates segment where DTP01 = 356 (pg. 59)
 - vi. Member Level Dates segment where DTP01 = 336 (pg. 59)
 - vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).
- e. Location Change – Always send the following segments/elements:
 - i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Member Name segment (pg. 62)
 - iv. Member Demographics segment (pg. 71)
 - v. Member Level Dates segment where DTP01 = 356 (pg. 59)
 - vi. Member Level Dates segment where DTP01 = 336 (pg. 59)
 - vii. Member Identification Number segment where REF01 = DX
 - viii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).
- f. Effective Date Change – Always send the following segments/elements:
 - i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Member Name segment (pg. 62)
 - iv. Member Demographics segment (pg. 71)

- v. Member Level Dates segment where DTP01 = 356, reflects new effective date (pg. 59)
- vi. Member Level Dates segment where DTP01 = 336 (pg. 59)
- vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).

g. Employee Termination – Always send the following segments/elements:

- i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
- ii. Subscriber Number segment (pg. 55)
- iii. Member Name segment (pg. 62)
- iv. Member Demographics segment (pg. 71)
- v. Member Level Dates segment where DTP01 = 356 and 357 (pg. 59)
- vi. Member Level Dates segment where DTP01 = 336 (pg. 59)
- vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).

h. Hire Date Change – Always send the following segments/elements:

- i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
- ii. Subscriber Number segment (pg. 55)
- iii. Member Name segment (pg. 62)
- iv. Member Demographics segment (pg. 71)
- v. Member Level Dates segment where DTP01 = 356 (pg. 59)
- vi. Member Level Dates segment where DTP01 = 336 (pg. 59)
- vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).

i. Telephone Change – Always send the following segments/elements:

- i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
- ii. Subscriber Number segment (pg. 55)
- iii. Member Name segment (pg. 62)
- iv. Member Demographics segment (pg. 71)
- v. Member Level Dates segment where DTP01 = 356 (pg. 59)
- vi. Member Level Dates segment where DTP01 = 336 (pg. 59)
- vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).

2. SSN Changes

a. In order for a SSN change to occur the following criteria need to be met:

- i. 2000-INS01 = Y
- ii. 2100A-NM101 = 74
- iii. 2100B-NM101 = 70 and 2100B loop exists
- iv. 2100B-NM109 = Incorrect SSN
- v. 2000-REF02 (Subscriber Number segment) = Correct SSN
- vi. 2100A-NM109 = Correct SSN

NOTE: All transactions in file containing the SSN change as well as all future transactions must reference the new SSN.

3. Product History Changes

a. Product ID Change – Always send the following segments/elements:

- i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
- ii. Subscriber Number segment (pg. 55)
- iii. Health Coverage segment (pg. 140)
- iv. 2300-HD04 needs to be populated according to the group-specific HD04 Translation Table document provided by Dearborn Life Insurance Company
- v. Health Coverage Dates segment where DTP01 = 348 reflecting change/event date (pg. 143)
- vi. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).

b. Effective Date Change – Always send the following segments/elements:

- i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
- ii. Subscriber Number segment (pg. 55)
- iii. Health Coverage segment (pg. 140)
- iv. 2300-HD04 needs to be populated according to the group-specific HD04 Translation Table document provided by Dearborn Life Insurance Company

- v. Health Coverage Dates segment where DTP01 = 348 reflecting change/event date (pg. 143)
 - vi. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).
- c. Product Termination – Always send the following segments/elements:
- i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Health Coverage segment (pg. 140)
 - iv. 2300-HD04 needs to be populated according to the group-specific HD04 Translation Table document provided by Dearborn Life Insurance Company
 - v. Health Coverage Dates segment where DTP01 = 349 (pg. 143)
 - vi. 2000-INS04, as defined in the above table, must contain a valid termination code even if 2000-IN03 does not indicate a termination
 - vii. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).
- d. Plan Code Change – Always send the following segments/elements:
- i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Health Coverage segment (pg. 140)
 - iv. 2300-HD04 needs to be populated according to the group-specific HD04 Translation Table document provided by Dearborn Life Insurance Company
 - v. Health Coverage Dates segment where DTP01 = 348 reflecting change/event date (pg. 143)
 - vi. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).
- e. Product Set ID Change – Always send the following segments/elements:
- i. Member Policy Number segment (pg. 56) or Health Coverage Policy Number segment (pg. 146)
 - ii. Subscriber Number segment (pg. 55)
 - iii. Health Coverage segment (pg. 140)
 - iv. 2300-HD04 needs to be populated according to the group-specific HD04 Translation Table document provided by Dearborn Life Insurance Company
 - v. Health Coverage Dates segment where DTP01 = 348 reflecting change/event date (pg. 143)
 - vi. All other pertinent information as defined in the Benefit Enrollment and Maintenance 834 Implementation Guide (005010X220).

EDI 834 HIPAA Compliance Requirements

The following information contains details on specific segments and elements and how they should be populated to minimize compliance errors with a HIPAA-compliant 834 transaction.

Loop: N/A

Loop Name: N/A

Segment: REF

Segment Name: Transaction Set Policy Number

Element: REF02

Element Name: Reference Identification

Note(s):

- 1) Format this field to include the following in the order listed:
 - i) Group Number
 - ii) Account Number
- 2) The values in 1) will be comma separated.

Loop: 1000B

Loop Name: PAYER

Segment: N1

Segment Name: Name

Element: N104

Element Name: Identification Code

Note(s):

- 1) Set element value to Dearborn Life Insurance Company's Interchange ReceiverID (ISA08).

Loop: 2000

Loop Name: MEMBER LEVEL DETAIL

Segment: INS

Segment Name: Insured Benefit

Element: N/A

Element Name: N/A

Note(s):

- 1) Employee terminations should be sent at this loop.

Loop: 2000

Loop Name: MEMBER LEVEL DETAIL

Segment: INS

Segment Name: Insured Benefit

Element: INS03

Element Name: Maintenance Type Code

Note(s):

- 1) If INS03=030, actual updates will be performed.

Loop: 2000

Loop Name: MEMBER LEVEL DETAIL

Segment: REF

Segment Name: MEMBER POLICY NUMBER

Element: REF02

Element Name: Reference Identification

Note(s):

- 1) Format this field to include the following in the order listed:
 - i) Group Number
 - ii) Account Number
- 2) The values in 1) will be comma separated.

Loop: 2000

Loop Name: MEMBER LEVEL DETAIL

Segment: REF

Segment Name: MEMBER IDENTIFICATION NUMBER

Element: REF

Element Name: REF02

Note(s):

- 1) In order to send employee/dependent identification number:
 - i) Set REF01=23
 - ii) Populate REF02 with employee/dependent's identification number.

Loop: 2000

Loop Name: MEMBER LEVEL DETAIL

Segment: DTP

Segment Name: MEMBER LEVEL DATES

Element: DTP01

Element Name: Date/Time Qualifier

Note(s):

- 1) Employee/Dependent adds are required to have Hired-Dates.

Loop: 2100A

Loop Name: MEMBER NAME

Segment: NM1

Segment Name: MEMBER NAME

Element: NM103

Element Name: NAME LAST OR ORGANIZATION NAME

Note(s):

- 1) NM103 will be truncated to 20 characters during Dearborn Life Insurance Company's mapping process.

Loop: 2100A

Loop Name: MEMBER NAME

Segment: NM1

Segment Name: MEMBER NAME

Element: NM104

Element Name: NAME FIRST

Note(s):

- 1) NM104 will be truncated to 17 characters during Dearborn Life Insurance Company's mapping process.

Loop: 2100A

Loop Name: MEMBER NAME

Segment: NM1

Segment Name: MEMBER NAME

Element: NM105

Element Name: NAME MIDDLE

Note(s):

- 1) NM105 will be truncated to 1 character during Dearborn Life Insurance Company's mapping process.

Loop: 2100A

Loop Name: MEMBER NAME

Segment: N3

Segment Name: MEMBER RESIDENCE STREET ADDRESS

Element: N301

Element Name: ADDRESS INFORMATION

Note(s):

- 1) N301 will be truncated to 30 characters during Dearborn Life Insurance Company's mapping process.

Loop: 2100A

Loop Name: MEMBER NAME

Segment: N3

Segment Name: MEMBER RESIDENCE STREET ADDRESS

Element: N302

Element Name: ADDRESS INFORMATION

Note(s):

1) N302 will be truncated to 30 characters during Dearborn Life Insurance Company's mapping process.

Loop: 2100A

Loop Name: MEMBER NAME

Segment: N4

Segment Name: MEMBER CITY, STATE, ZIP CODE

Element: N401

Element Name: CITY NAME

Note(s):

1) N401 will be truncated to 20 characters during Dearborn Life Insurance Company's mapping process.

Loop: 2100B

Loop Name: INCORRECT MEMBER NAME

Segment: NM1

Segment Name: INCORRECT MEMBER NAME

Element: NM109

Element Name: IDENTIFICATION CODE

Note(s):

Loop: 2300

Loop Name: HEALTH COVERAGE

Segment: HD

Segment Name: HEALTH COVERAGE

Element: HD04

Element Name: PLAN COVERAGE DESCRIPTION

Note(s):

1) Format this field to include the following in the order listed:

Plan (AKA: Plan Code)

Product (AKA: Product ID)

Coverage Option

Product Set (AKA: Product Set ID)

Number of Dependents

2) The values in 1) will be comma separated.

3) The payer will provide these values to the sponsor. A HD04 Matrix will be provided.

4) HD04 will be used in place of HD05

Loop: 2300

Loop Name: HEALTH COVERAGE

Segment: REF

Segment Name: HEALTH COVERAGE POLICY

Element: REF02

Element Name: Reference Identification

Note(s):

1) Format this field to include the following in the order listed:

a) Group Number

b) Account Number

2) The values in 1) will be comma separated.



The right choice for a vision benefit solution is easy to see.

With Dearborn Group vision benefits, your clients and their employees get more from their vision care and services.

Access to care starts with the right network

Employees choose from a network with the right mix of independent, national retail and regional retail providers. This way they receive vision care and services when and where it's convenient.

In-network options at employees' fingertips

Employees can make glasses and contact lens purchases online using Glasses.com and ContactsDirect.com—the best part is that both are in-network, so benefits apply right at checkout.

Frame choices that meet employees' needs and suit their style

No frame towers or contact lens formularies! Employees get to choose their frames from any available brand, including the world's leading designers.¹

Award-winning customer service available nearly 24/7²

Our live agents are available to assist an average of 15 hours a day/102 hours a week on average.

Easy for them means easy for you

With us, your clients get a one-stop shop for their full portfolio of benefit solutions—which means administrative ease for them and a more comprehensive suite of benefit options for their employees.

¹All brands may not be available at all provider locations. ²For the past 10 years in a row, our Customer Care Center has been recognized as a "Certified Center of Excellence" by Purdue University Benchmark Portal.

For broker use only. Benefits are available from the EyeMed Vision Care, LLC provider network and are administered by First American Administrators, Inc., independent companies that offer benefits on behalf of Dearborn Group. For illustrative purposes only. May not be available in all jurisdictions. Coverage may be subject to limitations, exclusions and other coverage conditions contained in the issued policy. Please consult the policy for the actual terms of coverage.



For overall wellness, don't overlook your annual EYE EXAM.

Healthy vision is one of the greatest gifts we have. That's why Dearborn Group brings you vision benefits that deliver more.

Eye exams play an important role in your overall wellness, and you should get one every year for optimal vision health. Besides measuring your vision, regular eye exams can help identify early signs of certain chronic health conditions, including high blood pressure, diabetes, heart disease and high cholesterol.¹ Annual eye exams enable your doctor to monitor the health of your eyes and track changes that can occur from year to year.

Vision insights

Individuals at every age can benefit from regular eye care:

- **Babies and toddlers:** The American Optometric Association recommends babies receive their first eye exam between the ages of 6 and 12 months.²
- **School-age children:** Up to 25% of school-age children may have vision problems that can affect learning.³
- **Adults:** Approximately 202.6 million adults in the United States alone need vision correction.³
- **Seniors:** Serious eye conditions such as glaucoma and cataracts are most prevalent in individuals over the age of 60.⁴

Regular exams are a simple, noninvasive tool to help identify early signs of serious and chronic health conditions. And because early detection is key for treatment, regular eye examinations play a vital role in a healthy life and in helping you see life to the fullest.

For benefit questions, contact the Customer Care Center by calling **844-323-8302**. Hours of live operation are Monday through Saturday from 6:30 a.m. to 10 p.m. CST and Sunday from 10 a.m. to 7 p.m. CST.

¹7 Health Problems Eye Exams Can Detect," YourSightMatters.com, Accessed May 29, 2019. ²Think About Your Eyes, "Eye Exams for Children," Accessed July 3, 2019. ³All About Vision, "Vision Problems of School-Age Children," Accessed July 3, 2019. ⁴American Optometric Association, "Adult Vision: Over 60 Years of Age," Accessed July 3, 2019.



There is so
much to see.
Give your eyes
a front row
seat.

How do I use my vision benefit? To access your vision benefit:

1. Locate an in-network provider of your choice by calling the Customer Care Center or visiting the provider locator on our website.
2. Schedule an appointment. Many of our providers also offer walk-in appointments, in which case an appointment is not necessary.
3. When you arrive, identify yourself as a Dearborn Group vision benefits member or present your ID card to receive services.
4. Your in-network provider will take care of the rest—making it a breeze.

Can I schedule an appointment online?

Yes! Many providers have the option to schedule appointments online. The appointment scheduling tool is accessed through the vision benefits provider locator. Just go to eyemedvisioncare.com/dearborn, enter your ZIP code, find a provider and click the "Schedule an Eye Exam Online" link.

It's that simple.

Will I be able to choose any eyewear product available at a Dearborn Group provider location?

Yes! With Dearborn Group vision benefits, you can apply your benefit toward any available frame or brand of contact lenses that fit your vision needs and lifestyle. Because we know you not only want to see better—you want to feel and look good, too.

Can I purchase two pair of eyeglasses and/or eyeglasses and contact lenses in the same benefit period?

Yes! You are eligible for additional discounts once the benefit has been used. We offer the largest additional pair discount in the industry (40%), which can be used at any network location at any time throughout the plan year.

Does Dearborn Group offer additional discounts beyond the benefit plan?

Yes! You will have the following additional savings with a funded vision benefit:

- 40% off additional complete pairs of glasses
- 20% off any remaining frame balance
- 15% off any remaining conventional contact lens balance
- 20% off non-covered items, including non-prescription sunglasses, accessories and lens cleaner
- 15% off the standard price or 5% off any promotional price of LASIK or PRK services



LENSCRAFTERS



Need Retail Options?

What we love most about our retail providers is that most offer evening and weekend hours for extended service for members. People are busy—we get it! That’s why we provide vision benefits that are easy to use, flexible and convenient. We have the right mix of independent providers, plus the most desired national and regional retail providers, ensuring your employees have the choice and convenience they expect:



Want more? Check out the participating INSIGHT retailers below*:

- | | | | |
|---------------------------|------------------------------|----------------------------|-------------------------|
| 3 Guys Optical | Eyeglass World | Meijer Optical | Shopko Optical |
| Abba Eye Care | Eyemart Express | Midwest Eye Consultants | Site for Sore Eyes |
| All About Eyes | Eyes on Missouri | Midwest Vision Centers | Southwestern Eye Center |
| America’s Best | Eyétique | MyEyeDr. | Sterling Vision Care |
| Bard Optical | EYEXAM of California | Nationwide Vision Centers | SVS Vision |
| Clarkson Eyecare | For Eyes Optical | Northeastern Eye Institute | Texas State Optical |
| Crown Optical | Gulf Coast Optometry | Oakley Store | The Eye Doctors |
| Dr. Tavel Family Eye Care | Heartland Vision | One Hour Optical | Today’s Vision |
| Drs. May & Hettler | Henry Ford OptimEyes | Ossip Optometry | Vista Optical |
| Eye Assoc. of New Mexico | International Eyecare Center | Quantum Vision | Wing Eyecare |
| Eye Boutique | Marion Eye Centers & Optical | Rx Optical | Wisconsin Vision |
| Eyecare Associates | | Schaeffer Eye Center | |
| Eyecarecenter | | SEE, Inc. | |

Retail providers are conveniently located in or near major shopping centers and offer longer hours on nights and weekends. Many even have on-site labs so members can get their glasses in about an hour or during the same day. But there are a couple more things you should know about retailers. Unlike competitors, we define retail providers as practices with 20 or more locations. And with Dearborn Group vision benefits, what you see is what you get! All participating retail providers are considered in-network.

Members may locate a provider using the provider locator function on our website at eyemedvisioncare.com/dearborn or by calling **844-323-8302**.

*Listing is not all-inclusive. Actual insurance acceptance may vary by location.

For broker/employer use only. May not be available in all jurisdictions. Coverage may be subject to limitations, exclusions and other coverage conditions contained in the issued policy. Please consult the policy for the actual terms of coverage.

Vision Insurance offered by Dearborn Life Insurance Company located at 701 E. 22nd Street, Lombard, IL 60148. EyeMed Vision Care, LLC and First American Administrators, Inc. are independent companies that offer provider network and administration services on behalf of Dearborn Life Insurance Company.





Give Your
EYES
a Front
Row Seat

Maximize Your Contacts Benefit

Benefit overview

With your vision benefit, you're eligible for either contacts or spectacle lenses within the defined benefit frequency. If you use your benefit for contacts, you're still eligible to use your frame benefit, too.

<p>Sample vision plan</p>	<p>\$130 frame allowance \$10 lens copay \$130 contact allowance</p>	<p>Additional discounts</p> <ul style="list-style-type: none"> • 40% off unlimited complete pairs of prescription eyewear (once benefit has been used) • 20% off partial eyewear purchases and non-covered items • 15% off conventional contacts
<p>Sample member transaction</p>	<ul style="list-style-type: none"> • You buy contacts (apply \$130 contacts allowance) • You buy a pair of glasses (apply \$130 frame allowance and 20% off any amount over, plus receive 20% off spectacle lenses) 	



For illustrative purposes only. May not be available in all jurisdictions. Coverage may be subject to limitations, exclusions and other coverage conditions contained in the issued policy. Please consult the policy for the actual terms of coverage.

For employee use. Benefits are available from the EyeMed Vision Care, LLC provider network and are administered by First American Administrators, Inc., independent companies that offer benefits on behalf of Dearborn Group. For illustrative purposes only. May not be available in all jurisdictions. Coverage may be subject to limitations, exclusions and other coverage conditions contained in the issued policy. Please consult the policy for the actual terms of coverage.





Special Offers for
**Vision Care
Members**

Our vision members get more bang for their buck

Members can easily find lots of great discounts and deals for a variety of vision-related products and services on our special offers page on eyemedvisioncare.com/dearborn. It's just one more way we make it super simple for members to get the most out of their vision insurance and further reduce their costs.

Our special offers page provides discounts and rebates on things like:



Frames and lenses



Contacts



Eye exams



Other vision services and items

Get a clear view.

Visit eyemedvisioncare.com/dearborn to learn more.



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There's More in Store Online

In-Network. Online. Outstanding.

Eyesight changes. How you buy eyewear is changing, too. That's why you can shop for eyewear at neighborhood retailers, your favorite eye doctor—or simply go online. With Dearborn Group vision benefits, you can buy without boundaries.

Shop and buy frames, contacts and sunglasses just like you would in the store—but from your computer, smartphone or tablet. It's fast, it's easy and it's all built into your vision benefits.

Convenient Online Shopping

- Choose from hundreds of brand-name frames and contacts
- Instantly apply your in-network benefits at checkout
- Enjoy free shipping and returns



lenscrafters.com



targetoptical.com



ray-ban.com/insurance



glasses.com



contactsdirect.com



Innovative Answers for Smart Shoppers

Don't have a current prescription?

Our provider locator on eyemedvisioncare.com/dearborn will help you find the right place for an eye exam.

Get a clear view.

Visit eyemedvisioncare.com/dearborn to learn more.



LENSCRAFTERS



Benefits are available from the EyeMed Vision Care, LLC provider network and are administered by First American Administrators, Inc., independent companies that offer benefits on behalf of Dearborn Group. For illustrative purposes only. May not be available in all jurisdictions. Coverage may be subject to limitations, exclusions and other coverage conditions contained in the issued policy. Please consult the policy for the actual terms of coverage.

Insurance products issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148.



D800105.1019

Mobilize Your Vision Plan

Vision Benefit App, Powered by EyeMed

The EyeMed member app was the first of its kind. But innovation—like your life—never stops. Your vision benefit is powered by EyeMed, which means you are able to download the EyeMed member app to access ahead-of-the-game resources wherever you are—before, during and after your eye appointment.

Here's How to Access the EyeMed Member App



1. DOWNLOAD

Search "EyeMed Members" in your App store, iTunes or Google Play.



2. OPEN

You can use some features right away; others unlock once you register.



3. REGISTER

You'll need your member ID or the last four digits of your Social Security number.



4. LOG IN

It's that easy!

	Ready when you download	Unlocked when you register
Find nearby network providers	✓	
On-the-fly appointment scheduling	✓	
Turn-by-turn directions and map	✓	
Eye exam and contact lens reminders		✓
Electronic ID card for office visits		✓
Save vision prescriptions		✓
Benefit plan details		✓
Answers to common questions	✓	
Direct line to member support	✓	

Get a Clear View

Download the EyeMed member app now and register to access your vision benefit information on the go!



Benefits are available from the EyeMed Vision Care, LLC provider network and are administered by First American Administrators, Inc., independent companies that offer benefits on behalf of Dearborn Group. For illustrative purposes only. May not be available in all jurisdictions. Coverage may be subject to limitations, exclusions and other coverage conditions contained in the issued policy. Please consult the policy for the actual terms of coverage.



Proprietary Information

State of Nebraska

Proprietary Information

This File Includes:

- 1. Vision Proposal for the State of Nebraska**
- 2. Ancillary Reimbursement Benefit**
- 3. Form A – Bidder Proposal Point of Contact**
- 4. RFP Contractual Services Form**
- 5. Attachment 3 – Business Associate Agreement**
- 6. RFP Terms and Conditions**
- 7. Summary of Bidder Corporate Experience**
- 8. Summary of Bidder Proposal Personnel Management Approach**
- 9. GeoAccess Report**
- 10. RFP Memo**
- 11. Audited Financial Statement**



Voluntary Group Benefits Vision Proposal

Prepared for
State of Nebraska

Proposal Effective Date: July 01, 2023

Presented by your Sales Representative:

Matt Aldridge

972.766.3203

Vision Benefits Made Easy

Vision benefits should enhance your life, not complicate it. That's why we are working with EyeMed to bring you vision benefits that deliver more.

Freedom of choice

Our vision benefit packages give employees the freedom to choose at any in-network provider.

- NO limiting frame towers
- NO unnecessary restrictions
- NO confusing formularies
- ANY frame
- ANY lens
- ANY contacts

Network

With the right combination of retail and independent doctors, members will have access to providers with weekend and evening hours. Plus, members can access their benefits, view their claims and request ID cards from our website. Also, benefits can be applied online at Glasses.com—providing access to a huge selection of frames and lenses with 3-D virtual try-on technology. Members can shop right from their homes.



We are Dearborn Group

We offer a broad selection of insurance and financial products that covers many markets — Voluntary and Employer Paid Group Benefits, along with a wide array of enhanced product services. We serve groups and individuals, including some of the largest companies and most recognized names in the United States.

A Strong Parent Company

Our parent company, Health Care Service Corporation, a Mutual Legal Reserve Company, (HCSC) is the largest non-investor owned health insurer in the United States. HCSC offers a wide variety of health and life insurance products and related services, through its operating divisions and subsidiaries. To learn more about the family of companies that make up HCSC, please visit www.hcsc.com.

Strong ratings

Our ratings speak to our commitment to managing our business well and remaining financially strong. Insurance products proposed by Dearborn in this proposal are underwritten by Dearborn Life Insurance Company, which is rated **A (Excellent)**¹ by A.M. Best Company and **A+ (Stable)**² by Standard & Poor's for financial strength in its most recent report.

¹. Affirmed November 12, 2021. A.M. Best Company rates the overall financial condition of a company using a scale of A++ (Superior) to F (In Liquidation).

². Affirmed December 15, 2021. Standard & Poor's Insurer Financial Strength Rating uses a scale ranging from AAA (Extremely Strong) to R (Experienced Regulatory Action).

Group Vision Insurance Benefit Summary

Low Plan

Eligibility: All Active Full-Time and Part-Time Employees working a minimum of 20 hours per week

Dependent coverage is available until age 26

Vision plan: Custom

Vision Care Service	In-Network Member Cost	Out-of-Network Reimbursement
Exam with dilation as necessary	\$10 copay	Up to \$40
Retinal Imaging	\$39	N/A
Frequency		
Examination	Once every plan year	
Lenses or contact lenses	Once every 2 plan years	
Frame	Once every 2 plan years	
Exam options		
Contact lens fit and follow up	Up to \$40 for standard; 10% off retail price for premium	N/A
Frames		
Any available frame at provider location	\$0 Copay/\$105 Allowance/20% off balance over \$105	Up to \$58
Standard Plastic Lenses		
Single vision	\$10 copay	Up to \$25
Bifocal	\$10 copay	Up to \$40
Trifocal	\$10 copay	Up to \$55
Lenticular	\$10 copay	Up to \$55
Standard progressive lens	\$75 copay	Up to \$40
Premium progressive lens	See table below	Up to \$40
Lens options		
UV treatment	\$15	N/A
Tint (solid and gradient)	\$15	N/A
Standard plastic scratch coating	\$15	N/A
Standard polycarbonate – adults	\$40	N/A
Standard polycarbonate – kids under 19	\$0	Up to \$5
Standard anti-reflective coating	\$45	N/A
Polarized	20% off retail price	N/A
Photochromatic/transitions plastic	\$75	N/A
Premium anti-reflective	See table below	N/A
Contact lenses (contact lens allowance includes materials only)		
Conventional	\$0 copay/\$105 Allowance/15% off balance over \$105	Up to \$84
Disposable	\$0 copay/\$105 Allowance/Plus balance over \$105	Up to \$84
Medically necessary	\$0 copay, Paid in full	Up to \$200
Other		
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional pairs benefit:	Members also receive a 40% discount off complete pair eyeglass purchase and a 15% discount off conventional contact lenses once the funded benefit has been used.	N/A

Group Vision Insurance Benefit Summary (continued)

Progressive price list*	Member cost in-network
Standard progressive	\$75 copay
Premium progressives as follows:	
Tier 1	\$95
Tier 2	\$105
Tier 3	\$120
Tier 4	\$75 copay, 80% of charge less \$120 Allowance
Anti-reflective coating price list*	Member cost in-network
Standard anti-reflective coating	\$45
Premium anti-reflective coatings as follows:	
Tier 1	\$57
Tier 2	\$68
Tier 3	80% of charge
Other add-ons price list	Member cost in-network
Photochromic (plastic)	\$75
Polarized	80% of charge

Dearborn Life Insurance Company reserves the right to make changes to the products on each tier and the member's out-of-pocket costs.

*Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands.

Group Vision Insurance Group Rate

Low Plan

Vision plan: Custom

Proposed effective date*: July 01, 2023

PROPRIETARY INFORMATION:

	Monthly cost
Employee only	\$5.20
Employee and spouse	\$8.32
Employee and child(ren)	\$8.50
Family	\$13.70

Rate guarantee period: 72 months

**Quote valid for two months following the proposed effective date*

Commission percentage*: 0%

**Commission percentage does not include any overrides, additional incentives or fees, if applicable.*

IMPORTANT NOTES:

This proposal is subject to exclusions and limitations in the policy issued by us. In addition, if coverage was in force prior to the effective date of coverage, the rates quoted are subject to revisions based on acceptance and review of the in-force carrier's policy.

Membership must be submitted 30 days prior to the effective date.

Premium is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees or the imposition on any new taxes, fees or assessments by Federal or State regulatory agencies.

Member reimbursement out-of-network will be the lesser of the listed amount or the member's actual cost from the out-of-network provider. In certain states, members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider location to determine which participating providers have agreed to the discounted rate.

Exclusions

No benefits will be paid for services or materials connected with or charges arising from:

- Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; aniseikonic lenses;
- Medical and/or surgical treatment of the eye, eyes or supporting structures;
- Any eye or vision examination, or any corrective eyewear required by a policyholder as a condition of employment; safety eyewear;
- Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- Plano (non-prescription) lenses and/or contact lenses;
- Non-prescription sunglasses;
- Two pair of glasses in lieu of bifocals;
- Services or materials provided by any other group benefit plan providing vision care;
- Certain name brand vision materials for which the manufacturer maintains a no-discount practice;
- Services rendered after the date an insured person ceases to be covered under the policy, except when vision materials ordered before coverage ended are delivered, and the services rendered to the insured person are within 31 days from the date of such order;
- Lost or broken lenses, frames, glasses or contact lenses will not be replaced except in the next benefit frequency when vision materials would next become available.

Enrollment maintenance

All initial enrollees as of the effective date are eligible to enroll.

On a standard basis, benefits for new hires are subject to a 30-day waiting period (this will be confirmed at the time of sale).

Billing: Premium is due the 1st day of each month. The grace period is 31 days.

Printing costs: The quote assumes the cost of printing standard claim forms and standard enrollment kits and identification cards.

Underwriting considerations for group vision

Must have a minimum of 10 employees enrolled at the time of sale.

Assumes employer is paying less than 80% of the premium.

Employees must be legally working in the United States in order to be eligible for coverage. This insurance policy must be purchased by and issued to the U.S. parent company customer located in the United States. If there are employees who are residents of Canada, we must be advised before the point of sale so that we can ensure compliance with the laws of Canada.

This proposal provides only basic information on the features of the policy. It is not intended to be a complete representation of all terms and conditions of the contract. A complete listing of the terms, conditions, limitations, exclusions and reduction of benefits is available upon request. In the event of conflict between this proposal and the policy, the terms of the policy will govern.

Product features and provisions may be slightly different due to state requirements. When sold, the actual policy for the state in which the policy is issued will reflect the state's requirements.

This proposal illustrates the cost of the insurance program and is based upon the information submitted by you. Actual cost will be determined after an application has been accepted and will depend upon data obtained when the program becomes effective.

Group Vision Insurance Benefit Summary

High Plan

Eligibility: All Active Full-Time and Part-Time Employees working a minimum of 20 hours per week

Dependent coverage is available until age 26

Vision plan: Custom

Vision Care Service	In-Network Member Cost	Out-of-Network Reimbursement
Exam with dilation as necessary	\$10 copay	Up to \$40
Retinal Imaging	\$39	N/A
Frequency		
Examination	Once every plan year	
Lenses or contact lenses	Once every plan year	
Frame	Once every plan year	
Exam options		
Contact lens fit and follow up	Up to \$40 for standard; 10% off retail price for premium	N/A
Frames		
Any available frame at provider location	\$0 Copay/\$120 Allowance/20% off balance over \$120	Up to \$65
Standard Plastic Lenses		
Single vision	\$10 copay	Up to \$25
Bifocal	\$10 copay	Up to \$40
Trifocal	\$10 copay	Up to \$55
Lenticular	\$10 copay	Up to \$55
Standard progressive lens	\$75 copay	Up to \$40
Premium progressive lens	See table below	Up to \$40
Lens options		
UV treatment	\$15	N/A
Tint (solid and gradient)	\$15	N/A
Standard plastic scratch coating	\$15	N/A
Standard polycarbonate – adults	\$40	N/A
Standard polycarbonate – kids under 19	\$0	Up to \$5
Standard anti-reflective coating	\$45	N/A
Polarized	20% off retail price	N/A
Photochromatic/transitions plastic	\$75	N/A
Premium anti-reflective	See table below	N/A
Contact lenses (contact lens allowance includes materials only)		
Conventional	\$0 copay/\$130 Allowance/15% off balance over \$130	Up to \$104
Disposable	\$0 copay/\$130 Allowance/Plus balance over \$130	Up to \$104
Medically necessary	\$0 copay, Paid in full	Up to \$200
Other		
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional pairs benefit:	Members also receive a 40% discount off complete pair eyeglass purchase and a 15% discount off conventional contact lenses once the funded benefit has been used.	N/A

Group Vision Insurance Benefit Summary (continued)

Progressive price list*	Member cost in-network
Standard progressive	\$75 copay
Premium progressives as follows:	
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Tier 2	\$105
Tier 3	\$120
Tier 4	\$75 copay, 80% of charge less \$120 Allowance
Anti-reflective coating price list*	Member cost in-network
Standard anti-reflective coating	\$45
Premium anti-reflective coatings as follows:	
Tier 1	\$57
Tier 2	\$68
Tier 3	80% of charge
Other add-ons price list	Member cost in-network
Photochromic (plastic)	\$75
Polarized	80% of charge

Dearborn Life Insurance Company reserves the right to make changes to the products on each tier and the member's out-of-pocket costs.

*Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands.

Group Vision Insurance Group Rate

High Plan

Vision plan: Custom

Proposed effective date*: July 01, 2023

PROPRIETARY INFORMATION:

	Monthly cost
Employee only	\$8.06
Employee and spouse	\$12.90
Employee and child(ren)	\$13.12
Family	\$21.22

Rate guarantee period: 72 months

**Quote valid for two months following the proposed effective date*

Commission percentage*: 0%

**Commission percentage does not include any overrides, additional incentives or fees, if applicable.*

IMPORTANT NOTES:

This proposal is subject to exclusions and limitations in the policy issued by us. In addition, if coverage was in force prior to the effective date of coverage, the rates quoted are subject to revisions based on acceptance and review of the in-force carrier's policy.

Membership must be submitted 30 days prior to the effective date.

Premium is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees or the imposition on any new taxes, fees or assessments by Federal or State regulatory agencies.

Member reimbursement out-of-network will be the lesser of the listed amount or the member's actual cost from the out-of-network provider. In certain states, members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider location to determine which participating providers have agreed to the discounted rate.

Exclusions

No benefits will be paid for services or materials connected with or charges arising from:

- Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; aniseikonic lenses;
- Medical and/or surgical treatment of the eye, eyes or supporting structures;
- Any eye or vision examination, or any corrective eyewear required by a policyholder as a condition of employment; safety eyewear;
- Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- Plano (non-prescription) lenses and/or contact lenses;
- Non-prescription sunglasses;
- Two pair of glasses in lieu of bifocals;
- Services or materials provided by any other group benefit plan providing vision care;
- Certain name brand vision materials for which the manufacturer maintains a no-discount practice;
- Services rendered after the date an insured person ceases to be covered under the policy, except when vision materials ordered before coverage ended are delivered, and the services rendered to the insured person are within 31 days from the date of such order;
- Lost or broken lenses, frames, glasses or contact lenses will not be replaced except in the next benefit frequency when vision materials would next become available.

Enrollment maintenance

All initial enrollees as of the effective date are eligible to enroll.

On a standard basis, benefits for new hires are subject to a 30-day waiting period (this will be confirmed at the time of sale).

Billing: Premium is due the 1st day of each month. The grace period is 31 days.

Printing costs: The quote assumes the cost of printing standard claim forms and standard enrollment kits and identification cards.

Underwriting considerations for group vision

Must have a minimum of 10 employees enrolled at the time of sale.

Assumes employer is paying less than 80% of the premium.

Employees must be legally working in the United States in order to be eligible for coverage. This insurance policy must be purchased by and issued to the U.S. parent company customer located in the United States. If there are employees who are residents of Canada, we must be advised before the point of sale so that we can ensure compliance with the laws of Canada.

This proposal provides only basic information on the features of the policy. It is not intended to be a complete representation of all terms and conditions of the contract. A complete listing of the terms, conditions, limitations, exclusions and reduction of benefits is available upon request. In the event of conflict between this proposal and the policy, the terms of the policy will govern.

Product features and provisions may be slightly different due to state requirements. When sold, the actual policy for the state in which the policy is issued will reflect the state's requirements.

This proposal illustrates the cost of the insurance program and is based upon the information submitted by you. Actual cost will be determined after an application has been accepted and will depend upon data obtained when the program becomes effective.



Ancillary Reimbursement Benefit

PROPRIETARY INFORMATION

Thank you for the opportunity to serve as State of Nebraska's insurer for the following ancillary insurance coverages: Vision. This proposal includes an Ancillary Reimbursement Benefit for State of Nebraska, effective 07/01/2023.

Dearborn Group will offer to reimburse a designated entity a service fee up to \$25,000. A designated entity may include a payroll services company, enrollment support company, insurance producer, or other vendor associated with the support of the ancillary employee benefits program offered through us.

The Ancillary Reimbursement Benefit covers services required in connection with the ancillary coverages set forth above including: benefit plan-related communications, acquiring or maintaining a benefits administration system, or payments to a third-party to update State of Nebraska's system, support State of Nebraska's enrollment, or maintain State of Nebraska's enrollment data. The Ancillary Reimbursement Benefit applies as follows:

- up to \$25,000 through 06/30/2024.

The Ancillary Reimbursement Benefit will be paid after we receive evidence you incurred the expense and confirm that the expense meets the qualifications. Authorized expenses may not be used to offset the premium or billed fees from the Insurer.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6729 Z1

Form A should be completed and submitted with each response to this solicitation. 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:	Dearborn Group
Bidder Address:	701 E 22 nd Street Lombard, IL 60148
Contact Person & Title:	Matt Aldridge, National Account Ancillary Sales Executive
E-mail Address:	DG_MAlldridge@mydearborngroup.com
Telephone Number (Office):	972-766-3203
Telephone Number (Cellular):	972-979-9747
Fax Number:	972-766-6914

PROPRIETARY
INFORMATION

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:	Dearborn Group
Bidder Address:	701 E 22 nd Street Lombard, IL 60148
Contact Person & Title:	Matt Aldridge, National Account Ancillary Sales Executive
E-mail Address:	DG_MAlldridge@mydearborngroup.com
Telephone Number (Office):	972-766-3203
Telephone Number (Cellular):	972-979-9747
Fax Number:	972-766-6914

PROPRIETARY
INFORMATION

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 Solicitation, 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 Solicitation.

_____ 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 MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Dearborn Group
COMPLETE ADDRESS:	701 E 22nd Street Lombard, IL 60148
TELEPHONE NUMBER:	630-458-2293
FAX NUMBER:	
DATE:	11/30/2022
SIGNATURE:	DocuSigned by: <i>Michael Witwer</i>
TYPED NAME & TITLE OF SIGNER:	Michael Witwer, President & CEO

STATE OF NEBRASKA

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) amends and is made a part of all Services Agreements (as defined below) between _____ (“Business Associate”) and State of Nebraska (“Company”) on behalf of the Group Health Plans sponsored by Company (the “Plan”). This Agreement is effective _____ or upon the effective date of the underlying Services Agreement, whichever is later (“Effective Date”). This Agreement supersedes and replaces any prior Business Associate Agreements between the parties.

1. **Definitions.**

a. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclose or Disclosure, Electronic Protected Health Information, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Protected Health Information or PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Other capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed in the HIPAA Rules.

b. **Specific definitions.**

(1) **“Business Associate”** shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the party identified above as Business Associate.

(2) **“Business Associate Functions”** means functions performed by Business Associate on behalf of the Plan in the course of providing or arranging for plan administration services which involve the creation, receipt, maintenance or transmission of PHI by Business Associate or its agents or Subcontractors. It is anticipated that the services provided by Business Associate will be performed as part of the Plan's “health care operations” as defined in the HIPAA Rules.

(3) **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended at the time the section is to be applied.

(4) **“Individual”** shall generally have the same meaning ascribed in the HIPAA Rules and shall refer only to Individuals who are covered persons under the Plan.

(5) **“Services Agreements”** means all agreements whether now in effect or hereafter entered into, between Company and Business Associate for the performance of Business Associate Functions by Business Associate on behalf of the Plan.

2. **Purpose.** The Plan is a Covered Entity under HIPAA. The HIPAA Rules require the Plan to obtain, and Business Associate to provide, satisfactory written contractual assurances before Business Associate may create, receive, maintain, or Disclose PHI to perform Business Associate Functions on behalf of the Plan. This Agreement is entered into to provide the contractual assurances required under the HIPAA Rules.

3. **Obligations of Business Associate.** As an express condition of performing Business Associate Functions, Business Associate agrees to:

a. Not Use or Disclose PHI other than as permitted or required by this Agreement or as otherwise Required by Law.

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for in this Agreement.

c. Report to the Plan's designated privacy official, without unreasonable delay but in no event more than three (3) business days after discovery by Business Associate, any Use or Disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. If Business Associate does not have available complete information in satisfaction of 45 CFR 164.410(c) within three (3) business days of discovery of the impermissible Use or Disclosure, Business Associate shall provide all information it has at such time, and immediately update the Plan with additional information as it becomes available through prompt investigation. This Agreement serves as Business Associate's notice to the Plan that attempted but unsuccessful Security Incidents regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident or attempts or patterns of attempts that Business Associate determines to be suspicious.

Business Associate shall cooperate with the Plan in mitigating any harmful effects of any impermissible Use or Disclosure. In the case of a Breach as determined to exist in the sole discretion of the Plan which was due to a violation of this Agreement by Business Associate, Business Associate shall pay for the reasonable costs of investigation, mitigation and notification to affected Individuals. As an alternative to Business Associate reimbursing Company and the Plan for the costs of notification, the Plan may elect to have Business Associate directly provide the notifications to Individuals for breaches caused by Business Associate, provided that Company and the Plan shall have final approval of all content of notifications to Individuals.

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

e. Within ten (10) business days of request by an Individual or notification by the Plan, make available to the Individual such Individual's PHI maintained by Business Associate in a Designated Record Set in accordance with 45 CFR 164.524. The parties agree that Individuals will be directed to Business Associate to make all

requests for access to PHI. Business Associate will provide such access according to its own procedures for such access in accordance with the requirements of 45 CFR 164.524. If the requested PHI is maintained in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such PHI, Business Associate must provide the Individual with access to PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to between Business Associate and the Individual. Business Associate shall provide the requested information directly to the Individual, along with a notice to the Individual that a copy of the individual's request has been furnished to the Plan and that the Plan may provide additional information to the Individual in response to the request.

If the Individual's request covers records not maintained by Business Associate, Business Associate shall notify the Plan within three (3) days of the request. The Plan will be responsible for providing access or otherwise responding directly to the Individual pursuant to the HIPAA Rules with respect to PHI not in the possession of Business Associate or an agent or subcontractor of Business Associate. Business Associate may charge the Individual reasonable fees related to this access, as determined by Business Associate, but only in such amounts as permitted by the HIPAA Rules. The Plan authorizes Business Associate to require payment of such fees from the Individual prior to releasing any records.

f. Business Associate agrees to receive requests for amendment and amend PHI as required by 45 CFR 164.526 on the Plan's behalf for as long as such information is maintained by Business Associate. The parties agree that Individuals will be directed to Business Associate to make all such requests for amendment of PHI. Business Associate will amend such PHI according to its own procedures for such amendment in accordance with the requirements of 45 CFR 164.526. If the Individual's request covers records not maintained by Business Associate, Business Associate shall notify the Plan within three (3) days of such request. The Plan will be responsible for amending or otherwise responding directly to the Individual pursuant to the HIPAA Rules with respect to PHI not in the possession of Business Associate or an agent or contractor of Business Associate. Business Associate shall notify the Plan of any amendments made to PHI.

g. Business Associate agrees to process all requests for disclosure accounting by Individuals for as long as such information is maintained by Business Associate. Individuals will be directed to Business Associate to make all such requests. Business Associate will provide the accounting that is required under 45 CFR 164.528 on the Plan's behalf directly to the Individual. Business Associate will provide such accounting according to its own procedures for such accounting in accordance with the requirements of 45 CFR 164.528.

Business Associate shall notify the Plan within three (3) days of any request made by an Individual for a disclosure accounting. The Plan will be responsible for responding directly to the Individual (or the Individual's personal representative) pursuant to 45 CFR 164.528 with respect to disclosures of PHI by persons or entities other than Business Associate or a subcontractor or agent of Business Associate. Business Associate shall provide directly to the Individual the requested accounting of disclosures made by Business Associate or a subcontractor or agent of Business

Associate, along with a notice to the Individual that a copy of the Individual's request has been furnished to the Plan and that the Plan may provide additional information to the Individual in response to the request.

h. Make its internal practices, books and records relating to this Agreement available to the Secretary of HHS and to the Plan for purposes of determining the Plan's and Business Associate's compliance with the HIPAA Rules.

i. So that the Plan may meet its obligations to evaluate requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 CFR 164.522, Business Associate and the Plan agree that, to the extent that communications are within the control of Business Associate, Business Associate will perform these evaluations on behalf of the Plan. Business Associate will evaluate such requests according to its own procedures for such requests, in accordance with the requirements of 45 CFR 164.522, and shall implement such appropriate operational steps as are required by its own procedures. Such evaluation will not relieve the Plan of any additional and independent obligations to evaluate restrictions or implement confidential communications where requested by an Individual. Accordingly, Business Associate will evaluate requests for restrictions and requests for confidential communications, and will respond to these requests as appropriate under Business Associate's procedures. The Plan agrees that it will not agree to such restriction or request that would affect Business Associate without the approval of Business Associate, so that Business Associate can determine whether it can reasonably administer the request.

j. So that the Plan may meet its obligation to evaluate complaints from Individuals regarding their privacy rights or privacy practices of the Plan or Business Associate, the parties agree that Individuals shall be directed to submit any such complaint to Business Associate for review and evaluation. Business Associate will evaluate such complaints according to its own procedures for complaints, and shall implement appropriate operation steps as are required by its own procedures. The Privacy Officer of the Plan shall cooperate with Business Associate in the evaluation of any such complaint. Business Associate shall provide a copy of all complaints to the Plan within three (3) days of receipt by Business Associate. If the complaint appears to involve handling of PHI by the Plan, Plan Sponsor, or other Business Associate of the Plan, Business Associate shall notify the Plan and it shall be the Plan's responsibility to review and evaluate the complaint.

k. Limit the Uses and Disclosures of, or requests for, PHI for purposes described in this Agreement to the Minimum Necessary to perform the required Business Associate Functions. Business Associate shall comply with any additional requirements for the determination of Minimum Necessary as are required from time to time by the HIPAA Rules, as amended, or through additional guidance published by the Secretary.

l. To the extent Business Associate is expressly obligated under the Services Agreements to carry out one or more of the Plan's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Plan in the performance of such obligation(s).

m. Except for the specific Uses and Disclosures for the Business Associate's own management and administration or to carry out the legal responsibilities of Business Associate, Business Associate shall not Use or Disclose PHI in a manner that would violate the HIPAA Rules if done by the Plan.

4. **Permitted Uses and Disclosures of PHI.** Business Associate shall only Use or Disclose PHI as follows:

a. Business Associate may Use or Disclose PHI as Required by Law.

b. Business Associate may Use or Disclose PHI as necessary to carry out Business Associate Functions.

c. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

d. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and be Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate in writing of any instances of which it is aware in which the confidentiality of the information has been breached or compromised.

e. If specifically identified as a Business Associate Function in the Services Agreements, Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

f. If de-identification is listed as a Business Associate Function in the Services Agreements, or if Business Associate is expressly permitted to de-identify PHI and use data thus de-identified for its own uses in the Services Agreements, Business Associate may Use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate may use de-identified data only for the purposes specified in the Services Agreements.

5. **Responsibilities of the Plan.** The Plan agrees to:

a. Notify Business Associate promptly of any restriction on the Use or Disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent such restriction may affect Business Associate's Use or Disclosure of PHI.

b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

c. Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under 45 CFR 164.526 which Covered Entity believes will apply to PHI maintained by Business Associate in a Designated Record Set.

d. Not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Plan, with exception for any Data Aggregation services permitted under Section 4.

6. **Compliance with Electronic Transactions Rule**. If Business Associate conducts in whole or part electronic Transactions (as defined in 45 CFR 160.103) on behalf of Covered Entity for which the Secretary of HHS has established standards, Business Associate will comply, and will require any Subcontractor involved with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule at 45 CFR Parts 160 and 162 and of any operating rules adopted by the Secretary of HHS with respect to Transactions.

7. **Supervening Law**. Upon the enactment of any law or regulation affecting the Use or Disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties agree to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days, either party may terminate the Services Agreements on not less than thirty (30) days' written notice to the other.

8. **Liability and Indemnification** **[PROPRIETARY INFORMATION]**. Each party shall be responsible for the acts and omissions of its own agents, employees and contractors. Notwithstanding the foregoing, and notwithstanding any limitation of liability or disclaimer of damages in the Services Agreements or elsewhere, ~~to the extent that the Secretary determines that Business Associate is acting as an agent of the Plan under the Services Agreements or this Agreement, Business Associate~~ **Party** shall indemnify ~~Company and the Plan~~ **the other Party** for any fines, civil monetary penalties or monetary resolutions incurred by ~~a Party~~ **Company or the Plan**, plus reasonable attorneys' fees of ~~Company and the Plan~~ **a Party**, arising out of or relating to the actions or omissions of ~~Business Associate~~ **the other Party** which constitute a breach of this Agreement by ~~that Party~~ **Business Associate**. This indemnification is in addition to any additional indemnification provided by Business Associate in the Services Agreement.

9. **Term and Termination**.

a. **Term**. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and Subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Services Agreements and shall continue in effect until Business Associate has performed all obligations under this Agreement and has either returned or destroyed all PHI.

b. **Termination**. Company may immediately terminate this Agreement and the Services Agreements, if Company and/or the Plan makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, Company may choose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure to take

reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

c. **Business Associate Obligations Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:

- (i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or as to which Business Associate reasonably determines such PHI is technically incapable of being returned or destroyed;
- (ii) Return to the Plan or, if not provided for in the Services Agreements, destroy the PHI retained under 8.c.(i) that the Business Associate maintains in any form;
- (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information retained by Business Associate to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (iv) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Sections 4.c. and 4.d. which applied prior to termination; and
- (v) Return to the Plan or, if not provided for in the Services Agreements, destroy the PHI retained by Business Associate under Section 8.c.(i) when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, except where Business Associate reasonably determines such PHI is not technically capable of being returned or destroyed.

10. **Miscellaneous.**

a. **Applicability.** For purposes of this Agreement, and as applicable to the Business Associate Functions of Business Associate under the Services Agreements covered by this Agreement, references to the Plan shall include the named Plan and all other group health plans subject to HIPAA and sponsored by Company that participate in an organized health care arrangement.

b. **Survival.** The respective rights and obligations of Business Associate and the Plan or Company hereunder shall survive termination of this Agreement according to the terms hereof and the obligations imposed on the Plan or Company and Business Associate under the HIPAA Rules.

c. **Interpretation; Amendment.** This Agreement shall be interpreted and applied in a manner consistent with the Plan's and Business Associate's obligations under the

HIPAA Rules. All amendments shall be in writing and signed by both parties, except that this Agreement shall attach to additional Services Agreements entered into between the parties in the future without the necessity of amending this Agreement each time. This Agreement is intended to cover the entire Business Associate *relationship* between the parties, as amended, from time to time, through Services Agreements or other means.

d. **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Company:

Business Associate:

State of Nebraska

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should 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 solicitation, 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

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

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

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		<i>MSR</i>	See addition below (PROPRIETARY INFORMATION)

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

1. Policy Documents
2. Request for Proposal and Addenda;
3. Amendments to the solicitation;
4. Questions and Answers;
5. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
6. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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 electronically or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. 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.

E. BEGINNING OF WORK

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

The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State. The awarded bidder will be notified in writing when work may begin.

F. AMENDMENT

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

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSF	<p>PROPRIETARY INFORMATION</p> <p>Notwithstanding anything previously stated to the contrary, this section shall not apply to the premium, claims adjudication, claims determination and/or other acts arising out of the terms of the policy documents.</p>

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	<p>PROPRIETARY INFORMATION</p> <p>Notwithstanding anything previously stated to the contrary, this section shall not apply to the premium, claims adjudication, claims determination and/or other acts arising out of the terms of the policy documents.</p>

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	<p>PROPRIETARY INFORMATION</p> <p>Notwithstanding anything previously stated to the contrary, this section shall not apply to the premium, claims adjudication, claims determination and/or other acts arising out of the terms of the policy documents.</p>

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.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		See comments MSR	<p>PROPRIETARY INFORMATION</p> <p>Notwithstanding anything previously stated to the contrary, this section shall not apply to the premium, claims adjudication, claims determination and/or other acts arising out of the terms of the policy documents.</p> <p>On or around July 1, 2020, EyeMed, Dearborn's vision vendor, discovered that an unauthorized individual gained access to a mailbox in the EyeMed system on June 26, 2020. EyeMed took action to terminate the unauthorized access immediately on July 1. Additionally, EyeMed removed all previous emails from the affected Mailbox. Dearborn was advised of the incident on September 25, 2020 and received a list of individuals whose information was present in the affected mailbox October 14, 2020. Dearborn validated the data and worked with EyeMed to ensure that potentially affected individuals received notification. EyeMed assured Dearborn that there was no reason to believe that the unauthorized individual accessed member account information, but as a precautionary measure, EyeMed offered</p>

			potentially affected individuals two (2) years of credit monitoring through their vendor, Kroll.
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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 breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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.

L. SEVERABILITY

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

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.

M. INDEMNIFICATION

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

- GENERAL**
The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees

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

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

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

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

N. ATTORNEY'S FEES

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

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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
MSF			We will obtain a performance bond upon selection and upon receipt of a Bond Specification worksheet.

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be an established dollar amount of \$100,000.00. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

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

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

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

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.

S. CONFIDENTIALITY

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

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.

T. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSF	<p>PROPRIETARY INFORMATION</p> <p>Notwithstanding anything previously stated to the contrary, this section shall not apply to the policy documents that include: premium payment, claims adjudication, claims determination and/or other derivative actions.</p>

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor

shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
- a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSR			

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 bidder'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;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSR			

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>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. 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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSF			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
		MSF	<p>PROPRIETARY INFORMATION</p> <p>Carrier cannot agree to transfer rights, title or interest in its proprietary work. By way of example, but not limitation, Carrier policies, rates, rating methodologies, fulfillment materials, reporting mechanisms, and information technology are solely the property of Carrier. In addition, many documents including, without limitation, claim files, are confidential; Carrier must comply with both federal and state privacy regulations that prohibit the sharing of an insured's non-public personal information, which includes the contents of claim files, without permission of the insured.</p> <p>Carrier can agree that documents, records, reports and data provided by the policyholder to Carrier and used by Carrier to develop the proposal are the property of policyholder. Employee files, records and information which are confidential, privileged, or not to be disclosed due to state or federal laws are considered to be the property of Carrier and the employee and will be provided to the policyholder only with the consent of the employee or a beneficiary.</p>

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 Solicitation Response (Initial)	NOTES/COMMENTS:

		MSR	<p style="text-align: center;">PROPRIETARY INFORMATION</p> <p>See redline changes. Any agreed to insurance provisions need to be part of the Services Agreement with language acceptable to both parties.</p> <p>All redline changes below are considered proprietary information.</p>
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The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within (one) (1) 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 (one) (1) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory.** The COI

shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to include cover-all Owned, Non-owned, and Hired vehicles.

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

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:

State of Nebraska
 State Purchasing Bureau
 Attn: Connie Heinrichs
 RFP #: 6729 Z1

Email: connie.heinrichs@nebraska.gov

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 certificate of insurance 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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSR			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSR			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

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

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

We are in compliance with the applicable standards.

N. DISASTER RECOVERY/BACK UP PLAN

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

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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

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.

P. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSR	<p>PROPRIETARY INFORMATION</p> <p>Notwithstanding anything previously stated to the contrary, the stricken portion does not apply to the business of insurance and should be precluded.</p> <p>The redline changes below are considered proprietary information.</p>

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. ~~For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.~~

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales

Tax Exemption, Form 13 for their records. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
MSF			

See Section VI.B. Payment Schedule for information regarding premium remittance.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		MSF	See redline below (PROPRIETARY INFORMATION)

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, made upon no less than thirty (30) days notice, and subject to any necessary confidentiality orders.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and 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 (Statutory)

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)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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.

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

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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Summary of Bidder's Corporate Experience

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation 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 solicitation. These descriptions should include:**
 - a) **The time period of the project;**
 - b) **The scheduled and actual completion dates;**
 - c) **The bidder'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 contractor 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.**

Please refer to our reference information provided below.

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

Not applicable. We do not plan to subcontract any of the services in our proposal. For the purposes of this response, the terms "Subcontractors" and "Subcontracting" do not include contracts or entities under contract with the Seller (Dearborn Group) as of the effective date of this Contract, entities that will not perform work exclusively for this Contract, or affiliates of Seller (Dearborn Group).

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

We recognize the importance of providing the State of Nebraska with current and former client references in choosing Dearborn Group as your new vision insurance carrier. We have a proven success record with public sector clients similar in size and complexity to the State. Our expertise includes insuring and administering benefits for hundreds of public sector clients including counties, cities, school districts, colleges and universities.

Dearborn Group is the prime contractor for all of the references provided on the next page.



PROPRIETARY INFORMATION

Group	Location	Effective date	Contact name	Contact phone	Contact email	Notes
City of El Paso	El Paso, TX	1/1/18	Erika Vargus	915-222-2871	Erika@teb-inc.com	Serviced under the Blue Cross and Blue Shield of Texas brand
Texas Association of Counties (TAC)	San Antonio, TX	10/1/18	Brian Naiser	512-615-8961	BrianN@county.org	Serviced under the Blue Cross and Blue Shield of Texas brand

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 solicitation. 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 solicitation 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.

Dearborn Group is committed to a smooth transition, flawless implementation and successful ongoing maintenance of the State's account. To demonstrate our commitment, we leverage our resources and capabilities to create and fulfill value-based solutions, to meet your expectations now and in the future.

We provide an account service team that consists of management-level staff from each of our functional areas. These individuals are selected based on their experience with implementation and account management and knowledge of systems and procedures.

Matt Aldridge

National Account Sales Executive

1001 East Lookout Drive
Richardson TX 75082
Phone: 972-766-3203
Mobile: 972-979-9747

National Account Sales Executive Matt Aldridge is focused on developing long-term, affordable benefit programs for employers and employees.

Matt began his career in the insurance and benefits industry in 1991. Throughout his career, he has worked to develop a strong understanding of ancillary benefits and services. Matt has held management positions in claims, underwriting and sales at top companies throughout the ancillary insurance industry. This has enabled him to build strong relationships with key brokers, consultants and customers nationally. He joined Dearborn Group as National Account Sales Executive in 2016.

PROPRIETARY INFORMATION



Matt earned his Bachelor of Arts in Public Affairs & Administration from the University of Oklahoma.

Toi Logan

Ancillary Key Account Executive

1020 31st Street
Downers Grove, IL 60515-5591
Office: 630-519-0607
Cell: 630-432-4858

Key Account Executive Toi Logan oversees customer relationships while delivering exceptional service to key clients located primarily in Illinois, Texas, Montana, New Mexico and Oklahoma. She is responsible for a variety of field office sales and sales support activities for employer groups' ancillary insurance benefits. Her work includes implementation and enrollment support, product education, customer service and problem solving, as well as renewal negotiations. As an account executive she is also responsible for building and managing relationships with brokers and agents.

With 23 years of insurance industry experience, working as an insurance broker and carrier service provider, Toi has developed an understanding of how both sides work together with the best interest of the client in mind. Toi has worked with clients from 20 to 10,000+ lives servicing medical, wellness programs, dental, vision, life, disability, leave of absence (FMLA and state leaves), accident, critical illness and hospital indemnity programs. She has served as the liaison between the carrier internal areas and the clients. Her involvement begins with the finalist meeting and carries through the implementation, after which she will remain the day-to-day contact.

Toi has a Bachelor of Science in Business Management from the University of Phoenix and she has earned her Producer's Life and Health license for the State of Illinois. She joined Dearborn Group as a Key Account Executive in 2022.

Renee Carrano

Key Account Service Representative

701 E. 22nd St.
Lombard, IL 60148
Phone: 630-458-5743

Key Account Service Representative Renee Carrano is responsible for the daily maintenance, serving and support of the Ancillary Key Account clients alongside the Ancillary Account Manager. Renee addresses her clients' day-to-day inquiries regarding their ancillary products.

Renee joined Dearborn Group as an Electronic File Feed Specialist in 2018, assisting Account Executives, client groups, brokers and vendors with a variety of requests such as file feed implementation, billing/membership review and escalated service issues. She joined the Key Account Service team in July of 2022.

Prior to Dearborn Group, Renee worked in financial and office administration roles for United Financial Mortgage Corp and Country Financial. In these roles she gained experience in assisting clients, screening calls, delivering quotes, verifying invoices and processing Accounts Payable transactions.



Tarra Fuller

Senior Account Implementation Coordinator

1001 East Lookout Drive
Richardson, TX 75082
Phone: 972-996-9354

Senior Accounts Implementation Coordinator Tarra Fuller oversees all aspects of implementation and quality assurance, securing the smooth and successful implementation of Dearborn Group's national account clients.

Throughout her career, Tarra has leveraged her highly consultative approach to manage key business relationships and foster client service excellence with quality control initiatives. She has also assisted in multiple implementations of new products and services and worked on various committees for product development and technology enhancements.

Tarra joined Dearborn Group in 1997 and has more than 20 years of experience in employee benefits with more than 15 of those focused on large national account employers.

Joseph A. Jania, ACS

Senior Manager, Operations

701 East 22nd Street
Lombard, IL 60148
Phone: 630-519-0604

Senior Manager of Operations Joseph Jania is responsible for overseeing Agent/Compensation, Licensing and Contracting, Billing, Premium Application, and Membership Administration.

Joseph joined Dearborn Group in 2007 and has more than 20 years of experience in the insurance industry. Since Joseph has been with Dearborn Group, he has been instrumental in improving the efficiency of our premium application department, proving himself a valuable asset to the company. His accomplishments include effectively implementing internal controls over financial reporting and processes, reducing cycle time for Policy Issue and Membership, and automating multiple processes.

Joseph has achieved the Associate Customer Service (ACS) designation from the Life Office Management Association (LOMA). He has served as President of the Chicago Policy Owners Service Association and is currently a member of LOMA, Securities Insurance Licensing Association (SILA) and a member of the National Insurance Advisory Council focusing on broker licensing, contracting and administration for General Information Services (GIS).

Mark Gentile

Director, Renewal Underwriting & Underwriting Technology

701 East 22nd Street
Lombard, IL 60148
Phone: 630-458-5627

Mark Gentile is the Director of Renewal Underwriting & Underwriting Technology for Dearborn Group. This role encompasses all Dearborn Group product lines, including Life, AD&D, Long-Term Disability, Short-Term Disability, Vision and Voluntary product offerings.



A member of the Dearborn Group family since 2010, Mark first served as senior underwriting manager for national accounts. He has served in his current role since 2017. Previously, he worked for MetLife as a Senior Underwriting Consultant.

Mark has a Bachelor of Arts degree in Business Administration from Illinois Wesleyan University.

Len Servedio

Vice President of Information Systems

701 East 22nd Street

Lombard, IL 60148

Phone: 630-458-2292

Vice President of Information Systems Len Servedio is responsible for developing and maintaining the strategic directions for Dearborn Group's technology infrastructure to ensure the delivery of technology services including administrative, claims and internet-based systems. He also ensures Dearborn Group's technology platforms and services integrate into its parent company's system infrastructure, providing guidance on new system and technology selections.

Len began his career with Dearborn Group in the Information Systems Department in 1999. Since joining Dearborn Group, he has served as Manager and Director of Information Systems and was appointed Vice President of Information Systems in 2007. His technology background includes provision of network and application services within the health care industry.

Len holds degrees from State University of New York, University of Illinois and a Master of Science in Information Systems from DePaul University.



Network Analysis

EyeMed Vision Care

Insight + WM Network

Created for...

Dearborn - State of Nebraska

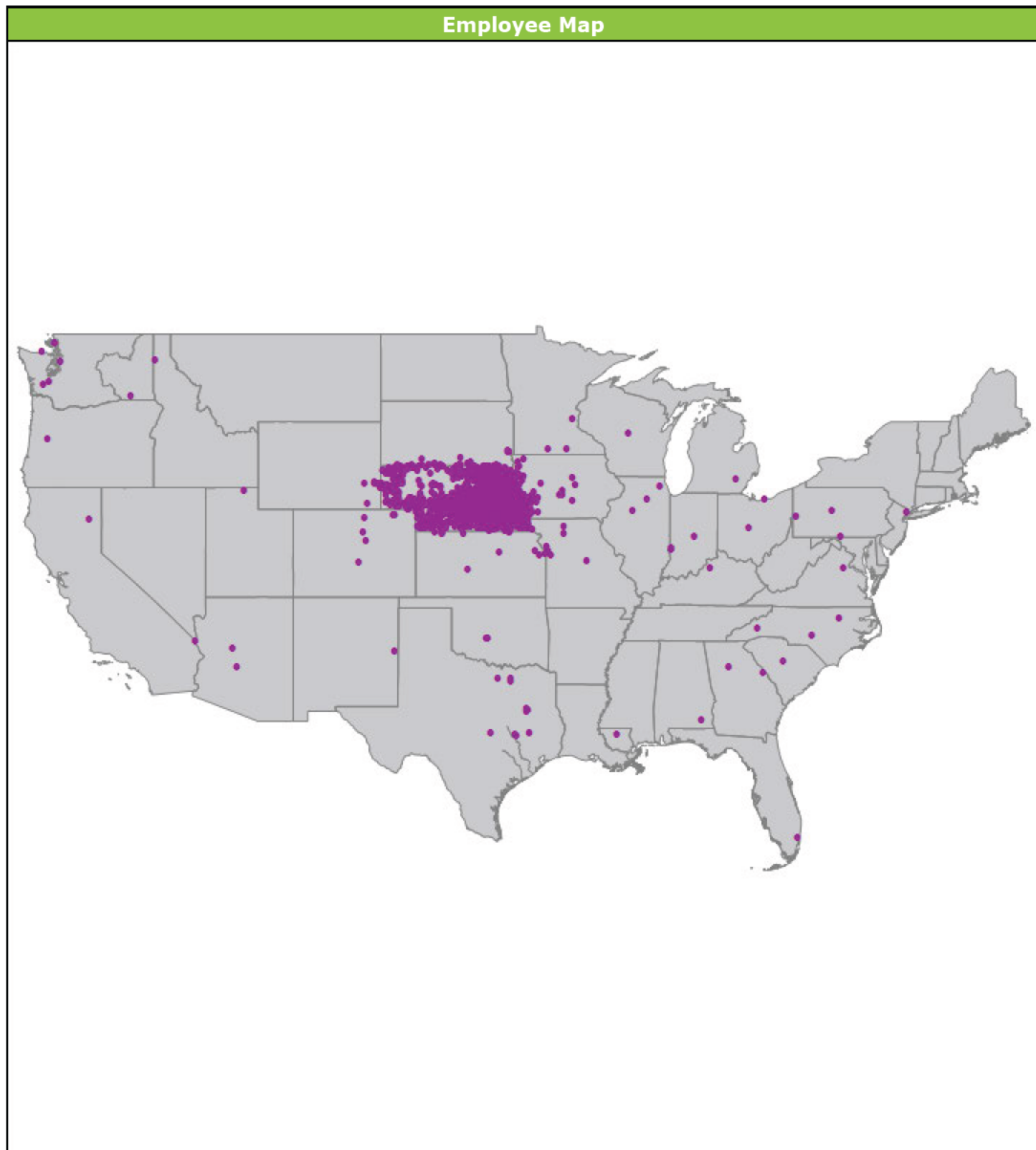
November 29, 2022

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All Employees



All Providers



*Optometrists - Urban/Suburban
- 2 Providers within 10 Miles*

Access Summary By City

Employees With and Without Access	
Employee Group	7,842 employees 7,836 (99.9%) employees with access 6 (0.1%) employees without access
Provider Group	(123,060 total access points)

Key Geographic Areas

City	Employee	With Access ¹		Without Access ¹		Counts ²	Average Distance			
	#	#	%	#	%	#	1	2	3	
With Access	Lincoln, NE	5,765	5,765	100.0	0	0.0	192	1.1	1.2	1.6
	Omaha, NE	1,611	1,611	100.0	0	0.0	287	1.3	1.4	1.6
	Bellevue, NE	278	278	100.0	0	0.0	31	1.6	1.6	1.9
	La Vista, NE	75	75	100.0	0	0.0	17	0.8	0.8	0.8
	Council Bluffs, IA	61	61	100.0	0	0.0	45	1.0	1.0	1.0
	Sioux City, IA	10	10	100.0	0	0.0	32	1.0	1.4	1.5
	Carter Lake, IA	6	6	100.0	0	0.0	0	2.8	2.8	2.8
	Sprague, NE	5	5	100.0	0	0.0	0	6.3	9.3	9.7
	Kansas City, MO	2	2	100.0	0	0.0	200	1.5	1.5	1.5
	Ankeny, IA	1	1	100.0	0	0.0	58	0.8	0.8	0.8
	Ann Arbor, MI	1	1	100.0	0	0.0	112	0.9	0.9	0.9
	Cheyenne, WY	1	1	100.0	0	0.0	25	0.1	0.1	1.5
	College Station, TX	1	1	100.0	0	0.0	53	0.6	0.6	0.6
	Columbia, SC	1	1	100.0	0	0.0	176	1.1	1.1	1.4
	Columbus, OH	1	1	100.0	0	0.0	420	2.8	2.8	2.8
	Des Moines, IA	1	1	100.0	0	0.0	57	0.2	1.5	1.5
	Elyria, OH	1	1	100.0	0	0.0	28	1.8	2.1	2.2
	Glendale Heights, IL	1	1	100.0	0	0.0	0	1.8	1.8	2.4
	Indianapolis, IN	1	1	100.0	0	0.0	889	0.5	0.5	0.5
	Kearney, NE	1	1	100.0	0	0.0	12	1.3	1.3	1.3
	Lithonia, GA	1	1	100.0	0	0.0	45	2.6	2.6	2.6
Without Access	Goehner, NE	6	0	0.0	6	100.0	0	20.6	20.6	20.6

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November 29, 2022

Access Analysis
EMI+WM/US - OD- 2 Providers within 10 Miles

Employee Group
Urban/Suburban Employees

Provider Group
EyeMed Insight + WM Optometrists

Areas With Access
Top 21 Cities in the market, sorted by the number of employees with access

Areas Without Access
Bottom 21 Cities in the market, sorted by the number of employees without access

¹ The Access Standard is defined as (Urban/Suburban Employees) employees accessing:

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Optometrists
- Rural - 2 Providers within 20 Miles

Access Summary By City

Employees With and Without Access	
Employee Group	8,937 employees 7,855 (87.9%) employees with access 1,082 (12.1%) employees without access
Provider Group	(123,060 total access points)

Key Geographic Areas										
City		Employee	With Access ¹		Without Access ¹		Counts ²	Average Distance		
		#	#	%	#	%	#	1	2	3
With Access	Lincoln, NE	637	637	100.0	0	0.0	192	3.1	3.2	3.7
	Kearney, NE	420	420	100.0	0	0.0	12	2.1	2.2	2.3
	Norfolk, NE	414	414	100.0	0	0.0	40	1.8	1.9	1.9
	Beatrice, NE	340	340	100.0	0	0.0	15	2.4	2.4	2.4
	Grand Island, NE	284	284	100.0	0	0.0	44	1.4	1.6	1.7
	North Platte, NE	252	252	100.0	0	0.0	6	2.5	2.6	2.6
	Fremont, NE	224	224	100.0	0	0.0	23	1.6	1.9	2.6
	Scottsbluff, NE	207	207	100.0	0	0.0	7	1.7	2.0	2.0
	Papillion, NE	200	200	100.0	0	0.0	40	1.4	1.4	1.5
	Gering, NE	172	172	100.0	0	0.0	0	4.9	5.3	5.3
	Hastings, NE	161	161	100.0	0	0.0	16	1.3	1.8	1.8
	York, NE	143	143	100.0	0	0.0	3	1.5	1.5	1.5
	Omaha, NE	140	140	100.0	0	0.0	287	2.2	3.0	3.3
	Mc Cook, NE	129	129	100.0	0	0.0	6	1.6	1.6	1.6
	Columbus, NE	106	106	100.0	0	0.0	22	2.0	2.0	2.2
	Hickman, NE	84	84	100.0	0	0.0	1	2.4	8.8	8.9
	Tecumseh, NE	93	83	89.2	10	10.8	0	18.7	18.7	18.7
	Waverly, NE	83	83	100.0	0	0.0	0	9.0	9.0	9.1
	Elkhorn, NE	80	80	100.0	0	0.0	7	1.3	1.7	2.1
	Gretna, NE	80	80	100.0	0	0.0	4	2.4	2.4	5.4
Lexington, NE	80	80	100.0	0	0.0	2	1.9	1.9	28.6	
Without Access	Seward, NE	117	22	18.8	95	81.2	0	20.7	20.7	20.7
	Crawford, NE	45	0	0.0	45	100.0	0	29.8	29.8	29.9
	Fairbury, NE	36	0	0.0	36	100.0	0	26.0	26.0	26.0
	Valentine, NE	34	0	0.0	34	100.0	1	1.6	49.4	85.0
	Ainsworth, NE	33	0	0.0	33	100.0	1	2.7	45.5	49.9
	Geneva, NE	31	0	0.0	31	100.0	0	17.7	24.0	24.0
	Minden, NE	42	15	35.7	27	64.3	0	21.4	21.4	21.8
	Sterling, NE	27	1	3.7	26	96.3	0	21.4	23.8	26.6
	Cook, NE	25	1	4.0	24	96.0	0	10.9	23.7	23.8
	Burwell, NE	23	0	0.0	23	100.0	0	24.2	39.5	46.6
	Kimball, NE	22	0	0.0	22	100.0	0	37.5	38.0	38.3
	Ord, NE	21	1	4.8	20	95.2	1	1.2	23.4	43.0
	Bassett, NE	18	0	0.0	18	100.0	0	21.1	30.6	47.1
	Friend, NE	18	0	0.0	18	100.0	0	19.0	25.9	28.3
	Ravenna, NE	20	2	10.0	18	90.0	0	19.8	25.1	25.2
	Chappell, NE	17	0	0.0	17	100.0	0	28.3	28.6	29.0
	Sutherland, NE	23	7	30.4	16	69.6	0	21.9	22.0	22.0
	Sutton, NE	16	1	6.2	15	93.8	1	2.0	24.0	24.0
	Pawnee City, NE	14	1	7.1	13	92.9	0	22.1	22.1	30.3
	Stapleton, NE	13	0	0.0	13	100.0	0	29.6	29.6	29.6
Hebron, NE	12	0	0.0	12	100.0	0	24.7	24.7	25.0	

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November 29, 2022

Access Analysis

EMI+WM/R - OD -2 Providers within 20 Miles

Employee Group

Rural Employees

Provider Group

EyeMed Insight + WM Optometrists

Areas With Access

Top 21 Cities in the market, sorted by the number of employees with access

Areas Without Access

Bottom 21 Cities in the market, sorted by the number of employees without access

¹ The Access Standard is defined as (Rural Employees) employees accessing:

2 (EyeMed Insight + WM Optometrists) providers

Too many lines to display

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Abilene, KS	67410	1	1	100.0	24.0	24.0	24.0
Adams, NE	68301	25	7	28.0	17.3	21.7	21.7
Ainsworth, NE	69210	33	33	100.0	2.7	45.5	49.9
Alexandria, NE	68303	4	4	100.0	34.4	34.6	34.6
Allen, NE	68710	5	3	60.0	20.3	20.3	20.7
Alma, NE	68920	9	9	100.0	1.4	24.6	24.6
Amelia, NE	68711	1	1	100.0	24.6	34.9	35.2
Amherst, NE	68812	4	2	50.0	23.2	23.4	23.5
Anselmo, NE	68813	5	4	80.0	26.8	26.8	50.1
Ansley, NE	68814	4	1	25.0	20.3	20.3	21.9
Arapahoe, NE	68922	6	1	16.7	7.0	20.6	20.6
Arcadia, NE	68815	2	2	100.0	17.7	21.5	27.4
Arnold, NE	69120	7	7	100.0	30.4	30.4	34.6
Arthur, NE	69121	2	2	100.0	33.6	33.6	33.6
Ashton, NE	68817	5	2	40.0	10.4	21.6	22.5
Atkinson, NE	68713	9	3	33.3	8.0	24.5	25.0
Avoca, NE	68307	7	5	71.4	11.5	21.1	21.1
Bartlett, NE	68622	1	1	100.0	35.9	36.4	36.4
Bassett, NE	68714	18	18	100.0	21.1	30.6	47.1
Bayard, NE	69334	25	3	12.0	20.3	20.3	20.3
Beaver City, NE	68926	1	1	100.0	14.5	25.7	25.8
Beaver Crossing, NE	68313	10	9	90.0	20.7	21.2	21.2
Belden, NE	68717	4	1	25.0	9.8	20.1	20.1
Big Springs, NE	69122	5	5	100.0	21.9	21.9	21.9
Blue Hill, NE	68930	11	4	36.4	22.7	23.5	23.5
Boelus, NE	68820	4	2	50.0	21.0	21.0	21.0
Brady, NE	69123	8	1	12.5	20.6	20.6	20.7
Bruning, NE	68322	1	1	100.0	31.9	36.4	36.4
Burchard, NE	68323	2	2	100.0	24.0	24.0	24.0
Burr, NE	68324	3	3	100.0	12.2	22.4	26.9
Burwell, NE	68823	23	23	100.0	24.2	39.5	46.6
Butte, NE	68722	3	3	100.0	29.2	32.7	33.7
Callaway, NE	68825	5	3	60.0	20.8	20.8	33.2
Chambers, NE	68725	2	2	100.0	21.3	21.5	21.5
Champion, NE	69023	1	1	100.0	25.6	42.7	42.7
Chappell, NE	69129	17	17	100.0	28.3	28.6	29.0
Clarkson, NE	68629	5	5	100.0	23.7	23.7	26.4
Clay Center, NE	68933	6	3	50.0	15.3	20.2	21.4
Cody, NE	69211	4	4	100.0	39.6	52.6	52.6
Comstock, NE	68828	2	2	100.0	17.7	28.6	28.6
Cook, NE	68329	25	24	96.0	10.9	23.7	23.8
Cordova, NE	68330	2	2	100.0	22.0	22.0	22.0
Crab Orchard, NE	68332	6	2	33.3	20.5	20.5	20.5
Crawford, NE	69339	45	45	100.0	29.8	29.8	29.9
Curtis, NE	69025	9	9	100.0	32.4	32.4	32.4
Danbury, NE	69026	1	1	100.0	20.1	20.1	20.1
Davenport, NE	68335	2	2	100.0	21.1	38.2	38.2
Deshler, NE	68340	2	2	100.0	24.4	24.4	24.6
Deweese, NE	68934	1	1	100.0	27.2	28.3	28.4
Diller, NE	68342	6	3	50.0	21.5	21.5	21.5

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November 29, 2022

EyeMed Insight + WM Optometrists

Access Analysis

EMI+WM/R - OD -2 Providers within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

2 (EyeMed Insight + WM Optometrists) providers in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Dix, NE	69133	3	3	100.0	27.1	27.5	27.8
Dodge, NE	68633	3	1	33.3	21.6	21.6	31.3
Dorchester, NE	68343	11	1	9.1	12.1	21.5	26.9
Eddyville, NE	68834	3	1	33.3	20.4	20.4	27.5
Edgar, NE	68935	4	4	100.0	22.2	33.8	35.0
Edison, NE	68936	1	1	100.0	7.9	21.0	21.0
Elgin, NE	68636	5	1	20.0	20.5	20.5	20.5
Elk Creek, NE	68348	8	8	100.0	22.6	22.6	22.6
Elwood, NE	68937	20	3	15.0	17.6	22.0	22.0
Elyria, NE	68837	3	3	100.0	11.5	29.8	42.6
Ericson, NE	68637	2	2	100.0	24.8	36.3	36.3
Eustis, NE	69028	4	4	100.0	22.1	22.8	23.5
Ewing, NE	68735	5	3	60.0	22.3	22.3	22.3
Exeter, NE	68351	6	5	83.3	21.5	21.8	21.8
Fairbury, NE	68352	36	36	100.0	26.0	26.0	26.0
Fairfax, SD	57335	1	1	100.0	25.5	31.4	36.0
Fairfield, NE	68938	3	3	100.0	22.6	23.7	25.1
Falls City, NE	68355	22	1	4.5	20.5	20.5	21.5
Farnam, NE	69029	2	1	50.0	20.3	20.3	20.4
Franklin, NE	68939	8	8	100.0	22.2	27.6	27.6
Friend, NE	68359	18	18	100.0	19.0	25.9	28.3
Geneva, NE	68361	31	31	100.0	17.7	24.0	24.0
Gilead, NE	68362	1	1	100.0	30.1	30.1	30.4
Grafton, NE	68365	3	2	66.7	8.5	21.5	21.5
Grant, NE	69140	8	2	25.0	21.7	21.7	21.7
Greeley, NE	68842	3	3	100.0	23.2	25.2	25.2
Gregory, SD	57533	1	1	100.0	35.0	57.5	60.9
Gresham, NE	68367	2	2	100.0	20.2	20.2	20.2
Guide Rock, NE	68942	3	3	100.0	33.7	34.8	34.8
Haigler, NE	69030	1	1	100.0	22.5	22.5	22.5
Harrisburg, NE	69345	1	1	100.0	24.3	24.3	24.3
Harrison, NE	69346	4	4	100.0	47.8	47.8	47.9
Hartington, NE	68739	12	5	41.7	19.8	20.9	20.9
Hay Springs, NE	69347	7	6	85.7	25.8	25.8	25.8
Hayes Center, NE	69032	2	2	100.0	39.7	39.7	39.7
Hazard, NE	68844	1	1	100.0	17.4	24.0	24.0
Heartwell, NE	68945	1	1	100.0	20.6	20.6	21.1
Hebron, NE	68370	12	12	100.0	24.7	24.7	25.0
Hemingford, NE	69348	4	4	100.0	26.2	26.2	26.2
Hildreth, NE	68947	2	2	100.0	22.8	22.8	26.9
Holstein, NE	68950	2	1	50.0	20.5	20.7	20.7
Howells, NE	68641	7	5	71.4	21.8	21.8	31.6
Humboldt, NE	68376	14	1	7.1	22.6	22.6	22.9
Humphrey, NE	68642	2	1	50.0	20.7	20.7	20.7
Hyannis, NE	69350	2	2	100.0	58.2	58.2	58.2
Imperial, NE	69033	12	12	100.0	32.7	32.7	32.7
Jansen, NE	68377	3	1	33.3	20.5	20.5	20.5
Johnstown, NE	69214	2	2	100.0	11.0	41.3	56.1
Kenesaw, NE	68956	12	1	8.3	20.1	20.1	20.7
Keystone, NE	69144	3	1	33.3	21.5	21.5	21.5

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November 29, 2022

EyeMed Insight + WM Optometrists

Access Analysis

EMI+WM/R - OD -2 Providers within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

2 (EyeMed Insight + WM Optometrists) providers in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Kilgore, NE	69216	2	2	100.0	23.7	66.8	66.8
Kimball, NE	69145	22	22	100.0	37.5	38.0	38.3
Laurel, NE	68745	9	1	11.1	21.1	21.1	21.1
Lawrence, NE	68957	4	4	100.0	22.4	23.7	23.7
Lebanon, NE	69036	1	1	100.0	20.4	20.4	20.4
Leigh, NE	68643	1	1	100.0	20.8	20.8	20.8
Lemoyne, NE	69146	3	1	33.3	24.5	24.5	24.5
Lewellen, NE	69147	5	5	100.0	30.0	30.0	30.0
Liberty, NE	68381	1	1	100.0	23.2	23.2	23.2
Litchfield, NE	68852	1	1	100.0	17.2	31.1	31.4
Long Pine, NE	69217	8	8	100.0	10.3	38.5	55.5
Loup City, NE	68853	11	11	100.0	2.7	23.4	27.0
Ludell, KS	67744	1	1	100.0	24.8	24.8	24.8
Lynch, NE	68746	2	2	100.0	25.3	29.1	29.1
Macedonia, IA	51549	1	1	100.0	21.0	21.0	21.6
Marsland, NE	69354	1	1	100.0	37.0	37.0	37.1
Martin, SD	57551	1	1	100.0	47.5	47.5	47.5
Mason City, NE	68855	1	1	100.0	19.7	28.1	28.1
Maywood, NE	69038	8	8	100.0	32.3	32.4	32.4
Merriman, NE	69218	5	5	100.0	32.8	32.8	32.8
Millford, NE	68405	47	6	12.8	16.1	21.6	21.6
Milligan, NE	68406	4	4	100.0	23.8	28.0	28.6
Mills, NE	68753	1	1	100.0	42.3	45.3	54.5
Minden, IA	51553	1	1	100.0	23.8	23.9	24.0
Minden, NE	68959	42	27	64.3	21.4	21.4	21.8
Mullen, NE	69152	8	8	100.0	66.4	66.4	66.4
Naper, NE	68755	2	2	100.0	32.3	36.5	43.3
Nelson, NE	68961	6	6	100.0	33.8	39.1	39.8
Niobrara, NE	68760	15	4	26.7	18.6	21.9	22.7
North Loup, NE	68859	2	2	100.0	14.7	23.8	33.3
Oakland, IA	51560	3	3	100.0	22.1	22.9	22.9
Oconto, NE	68860	5	4	80.0	22.3	22.3	27.4
Odell, NE	68415	9	2	22.2	21.4	21.4	21.4
Orchard, NE	68764	2	2	100.0	23.4	23.4	23.4
Ord, NE	68862	21	20	95.2	1.2	23.4	43.0
Orleans, NE	68966	4	4	100.0	8.0	23.9	23.9
Osceola, NE	68651	8	7	87.5	22.4	22.4	22.4
Oshkosh, NE	69154	10	10	100.0	41.4	41.6	41.6
Ovid, CO	80744	1	1	100.0	24.8	40.2	40.7
Oxford, NE	68967	3	2	66.7	16.6	23.2	24.8
Palisade, NE	69040	2	2	100.0	31.2	31.2	31.2
Parks, NE	69041	3	1	33.3	20.7	20.7	20.7
Pawnee City, NE	68420	14	13	92.9	22.1	22.1	30.3
Paxton, NE	69155	9	1	11.1	22.8	22.8	22.8
Pe Ell, WA	98572	1	1	100.0	20.4	20.4	41.2
Petersburg, NE	68652	3	1	33.3	21.0	21.0	21.0
Phillipsburg, KS	67661	1	1	100.0	23.7	29.5	29.5
Pleasanton, NE	68866	7	2	28.6	21.5	21.8	21.8
Potter, NE	69156	3	2	66.7	21.8	22.3	22.8
Ravenna, NE	68869	20	18	90.0	19.8	25.1	25.2

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November 29, 2022

EyeMed Insight + WM Optometrists

Access Analysis

EMI+WM/R - OD -2 Providers within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

2 (EyeMed Insight + WM Optometrists) providers in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Red Cloud, NE	68970	5	5	100.0	32.1	32.1	36.7
Republican City, NE	68971	2	2	100.0	7.0	28.1	28.1
Reynolds, NE	68429	1	1	100.0	29.9	29.9	29.9
Rockville, NE	68871	3	3	100.0	14.8	23.4	23.4
Rogers, NE	68659	1	1	100.0	22.4	22.6	22.6
Sargent, NE	68874	9	9	100.0	24.2	27.7	28.9
Scotia, NE	68875	1	1	100.0	20.0	25.8	28.0
Sedgwick, CO	80749	1	1	100.0	31.1	34.9	35.4
Seneca, NE	69161	1	1	100.0	61.8	64.1	64.1
Seward, NE	68434	117	95	81.2	20.7	20.7	20.7
Shickley, NE	68436	5	5	100.0	19.5	34.7	34.7
Spencer, NE	68777	5	5	100.0	29.1	29.9	30.0
Springfield, SD	57062	2	2	100.0	12.7	21.5	21.5
Springview, NE	68778	7	7	100.0	25.8	42.8	50.5
Staplehurst, NE	68439	5	4	80.0	20.9	20.9	20.9
Stapleton, NE	69163	13	13	100.0	29.6	29.6	29.6
Steinauer, NE	68441	5	5	100.0	26.6	26.6	26.6
Sterling, NE	68443	27	26	96.3	21.4	23.8	26.6
Strang, NE	68444	2	2	100.0	25.5	32.1	32.1
Stratton, NE	69043	3	2	66.7	21.6	21.6	21.6
Stuart, NE	68780	2	2	100.0	12.7	30.8	31.5
Sumner, NE	68878	3	2	66.7	23.6	23.6	32.9
Superior, NE	68978	6	6	100.0	33.7	33.7	34.0
Susanville, CA	96130	1	1	100.0	46.9	47.0	74.4
Sutherland, NE	69165	23	16	69.6	21.9	22.0	22.0
Sutton, NE	68979	16	15	93.8	2.0	24.0	24.0
Swanton, NE	68445	3	2	66.7	13.0	21.3	21.8
Syracuse, NE	68446	52	5	9.6	5.8	21.5	21.6
Table Rock, NE	68447	8	7	87.5	24.4	24.4	25.9
Talmage, NE	68448	6	1	16.7	13.5	22.2	22.2
Taylor, NE	68879	3	3	100.0	32.1	34.2	38.5
Tecumseh, NE	68450	93	10	10.8	21.9	22.5	22.5
Thedford, NE	69166	3	3	100.0	59.2	59.2	59.2
Tilden, NE	68781	10	2	20.0	20.9	20.9	20.9
Tobias, NE	68453	3	3	100.0	20.7	29.1	34.8
Trenton, NE	69044	4	4	100.0	22.3	22.3	22.3
Tryon, NE	69167	3	3	100.0	38.6	38.6	38.6
Unadilla, NE	68454	10	1	10.0	4.3	20.1	21.5
Upland, NE	68981	1	1	100.0	30.3	30.3	32.8
Valentine, NE	69201	34	34	100.0	1.6	49.4	85.0
Venango, NE	69168	1	1	100.0	24.7	37.4	37.4
Verdon, NE	68457	3	1	33.3	20.1	20.1	21.2
Wallace, NE	69169	3	3	100.0	40.6	41.0	41.0
Wauneta, NE	69045	9	9	100.0	30.2	30.2	30.2
Weeping Water, NE	68463	11	2	18.2	15.2	20.8	20.8
Wellfleet, NE	69170	3	3	100.0	24.6	24.8	24.8
Western, NE	68464	2	2	100.0	16.2	25.4	28.3
Wheatland, WY	82201	1	1	100.0	1.7	41.5	41.5
Wood Lake, NE	69221	1	1	100.0	22.9	30.4	66.0
Wood River, NE	68883	10	1	10.0	20.2	20.6	20.6

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November 29, 2022

EyeMed Insight + WM Optometrists

Access Analysis

EMI+WM/R - OD -2 Providers within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

2 (EyeMed Insight + WM Optometrists) providers in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Grand Totals		1,603	1,082	67.5	21.5	28.5	31.6

Access Analysis
EMI+WM/R - OD -2 Providers within 20 Miles
Employee / Provider Groups
Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:
2 (EyeMed Insight + WM Optometrists) providers in 20 miles

*Ophthalmologists - Urban/Suburban
-1 Provider within 10 Miles*

Access Summary By City

Employees With and Without Access	
Employee Group	7,842 employees 7,524 (95.9%) employees with access 318 (4.1%) employees without access
Provider Group	(13,740 total access points)

Key Geographic Areas										
City	Employee	With Access ¹		Without Access ¹		Counts ²	Average Distance			
	#	#	%	#	%	#	1	2	3	
With Access	Lincoln, NE	5,765	5,699	98.9	66	1.1	4	4.8	4.8	4.8
	Omaha, NE	1,611	1,611	100.0	0	0.0	6	3.8	5.2	6.4
	La Vista, NE	75	75	100.0	0	0.0	0	4.5	7.6	9.6
	Bellevue, NE	278	61	21.9	217	78.1	0	8.6	13.0	13.2
	Council Bluffs, IA	61	43	70.5	18	29.5	0	9.1	11.9	12.0
	Sioux City, IA	10	10	100.0	0	0.0	1	5.6	5.6	8.7
	Carter Lake, IA	6	6	100.0	0	0.0	0	7.6	7.6	10.3
	Kansas City, MO	2	2	100.0	0	0.0	27	4.7	6.4	7.6
	Cheyenne, WY	1	1	100.0	0	0.0	5	0.1	0.1	0.1
	College Station, TX	1	1	100.0	0	0.0	0	4.2	32.8	46.9
	Columbia, SC	1	1	100.0	0	0.0	16	1.7	4.4	4.4
	Columbus, OH	1	1	100.0	0	0.0	18	5.0	5.0	5.0
	Des Moines, IA	1	1	100.0	0	0.0	0	7.5	9.0	9.0
	Elyria, OH	1	1	100.0	0	0.0	16	2.3	2.3	2.4
	Indianapolis, IN	1	1	100.0	0	0.0	28	1.3	1.3	1.7
	Kearney, NE	1	1	100.0	0	0.0	3	1.3	1.3	1.3
	Lithonia, GA	1	1	100.0	0	0.0	1	2.6	9.8	10.1
	McKinney, TX	1	1	100.0	0	0.0	4	3.2	6.0	6.0
	Miami, FL	1	1	100.0	0	0.0	3	2.4	6.2	6.5
	Overland Park, KS	1	1	100.0	0	0.0	23	2.7	2.7	2.7
Plano, TX	1	1	100.0	0	0.0	19	8.8	8.8	8.8	
Without Access	Bellevue, NE	278	61	21.9	217	78.1	0	12.5	16.8	16.9
	Lincoln, NE	5,765	5,699	98.9	66	1.1	4	10.4	10.4	10.4
	Council Bluffs, IA	61	43	70.5	18	29.5	0	10.6	12.2	12.3
	Goehner, NE	6	0	0.0	6	100.0	0	32.0	32.0	32.0
	Sprague, NE	5	0	0.0	5	100.0	0	17.4	17.4	17.4
	Ankeny, IA	1	0	0.0	1	100.0	0	11.2	17.2	17.2
	Ann Arbor, MI	1	0	0.0	1	100.0	0	19.1	19.1	19.1
	Glendale Heights, IL	1	0	0.0	1	100.0	0	10.2	10.2	10.2
	Saint Paul, MN	1	0	0.0	1	100.0	18	11.1	11.1	11.1
	Sioux Falls, SD	1	0	0.0	1	100.0	0	55.9	73.5	73.5
	Uehling, NE	1	0	0.0	1	100.0	0	17.5	17.5	43.9

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November 29, 2022

Access Analysis

EMI+WM/US - MD- 1 Provider within 10 Miles

Employee Group

Urban/Suburban Employees

Provider Group

EyeMed Insight +WM Ophthalmologists

Areas With Access

Top 21 Cities in the market, sorted by the number of employees with access

Areas Without Access

Bottom 21 Cities in the market, sorted by the number of employees without access

¹ The Access Standard is defined as (Urban/Suburban Employees) employees accessing:

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Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Ankeny, IA	50023	1	1	100.0	11.2	17.2	17.2
Ann Arbor, MI	48104	1	1	100.0	19.1	19.1	19.1
Bellevue, NE	68005	108	101	93.5	12.6	16.7	17.0
	68123	137	116	84.7	12.5	16.8	16.8
Council Bluffs, IA	51501	61	18	29.5	10.6	12.2	12.3
Glendale Heights, IL	60139	1	1	100.0	10.2	10.2	10.2
Goehner, NE	68364	6	6	100.0	32.0	32.0	32.0
Lincoln, NE	68521	791	66	8.3	10.4	10.4	10.4
Saint Paul, MN	55117	1	1	100.0	11.1	11.1	11.1
Sioux Falls, SD	57106	1	1	100.0	55.9	73.5	73.5
Sprague, NE	68438	5	5	100.0	17.4	17.4	17.4
Uehling, NE	68063	1	1	100.0	17.5	17.5	43.9
Grand Totals		1,114	318	28.5	12.6	15.7	15.8

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/US - MD- 1 Provider within 10 Miles

Employee / Provider Groups

Urban/Suburban Employees

¹ The Access Standard is defined as (Urban/Suburban Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 10 miles

Ophthalmologists
- Rural - 1 Provider within 20 Miles

Access Summary By City

Employees With and Without Access	
Employee Group	8,937 employees 3,692 (41.3%) employees with access 5,245 (58.7%) employees without access
Provider Group	(13,740 total access points)

Key Geographic Areas										
City		Employee	With Access ¹		Without Access ¹		Counts ²	Average Distance		
		#	#	%	#	%	#	1	2	3
With Access	Lincoln, NE	637	637	100.0	0	0.0	4	8.4	8.4	8.4
	Kearney, NE	420	420	100.0	0	0.0	3	2.4	2.4	2.6
	Norfolk, NE	414	414	100.0	0	0.0	1	2.8	41.5	41.5
	Grand Island, NE	284	284	100.0	0	0.0	1	2.4	44.8	44.8
	Papillion, NE	200	200	100.0	0	0.0	0	7.1	11.0	12.4
	Omaha, NE	140	140	100.0	0	0.0	6	4.0	4.0	9.1
	Columbus, NE	106	106	100.0	0	0.0	2	3.2	3.2	43.0
	Hickman, NE	84	84	100.0	0	0.0	0	13.6	13.6	13.6
	Waverly, NE	83	83	100.0	0	0.0	0	13.1	13.1	13.1
	Elkhorn, NE	80	80	100.0	0	0.0	0	5.1	5.1	7.6
	Gretna, NE	80	80	100.0	0	0.0	0	10.2	10.2	12.7
	Council Bluffs, IA	53	53	100.0	0	0.0	0	12.9	14.7	15.6
	Eagle, NE	51	51	100.0	0	0.0	0	11.1	11.1	11.1
	Bennington, NE	43	43	100.0	0	0.0	0	8.7	8.7	9.6
	Roca, NE	42	42	100.0	0	0.0	0	11.6	11.6	11.6
	Pierce, NE	42	41	97.6	1	2.4	0	13.7	50.3	53.3
	Bennet, NE	37	37	100.0	0	0.0	0	14.1	14.1	14.1
	Raymond, NE	41	36	87.8	5	12.2	0	17.1	17.1	17.1
	Blair, NE	46	35	76.1	11	23.9	0	17.1	17.1	19.2
	Gibbon, NE	36	35	97.2	1	2.8	0	13.5	13.5	13.6
Stanton, NE	31	30	96.8	1	3.2	0	16.2	31.2	31.2	
Without Access	Beatrice, NE	340	0	0.0	340	100.0	0	39.5	39.5	39.5
	North Platte, NE	252	0	0.0	252	100.0	0	94.8	95.1	95.1
	Fremont, NE	224	0	0.0	224	100.0	0	28.3	28.3	29.0
	Scottsbluff, NE	207	0	0.0	207	100.0	0	87.0	87.0	87.0
	Gering, NE	172	0	0.0	172	100.0	0	83.9	83.9	83.9
	Hastings, NE	161	5	3.1	156	96.9	0	23.8	39.9	39.9
	York, NE	143	0	0.0	143	100.0	0	41.9	44.2	44.3
	Mc Cook, NE	129	0	0.0	129	100.0	0	91.8	91.9	91.9
	Seward, NE	117	0	0.0	117	100.0	0	28.9	28.9	29.0
	Tecumseh, NE	93	0	0.0	93	100.0	0	46.3	46.3	46.3
	Lexington, NE	80	0	0.0	80	100.0	0	35.9	36.1	36.1
	Nebraska City, NE	71	0	0.0	71	100.0	0	42.3	43.2	43.2
	Plattsmouth, NE	79	10	12.7	69	87.3	0	23.3	27.4	27.4
	Chadron, NE	61	0	0.0	61	100.0	0	151.4	151.4	151.4
	Sidney, NE	57	0	0.0	57	100.0	0	96.5	96.5	96.5
	Syracuse, NE	52	0	0.0	52	100.0	0	29.7	29.7	29.7
	Ashland, NE	61	11	18.0	50	82.0	0	22.1	22.1	24.5
	Alliance, NE	49	0	0.0	49	100.0	0	122.3	122.3	122.3
	Milford, NE	47	0	0.0	47	100.0	0	24.0	24.0	24.0
	Wahoo, NE	47	0	0.0	47	100.0	0	23.9	23.9	26.3
Crawford, NE	45	0	0.0	45	100.0	0	129.0	129.0	129.0	

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November 29, 2022

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee Group

Rural Employees

Provider Group

EyeMed Insight +WM Ophthalmologists

Areas With Access

Top 21 Cities in the market, sorted by the number of employees with access

Areas Without Access

Bottom 21 Cities in the market, sorted by the number of employees without access

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists)

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Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Abilene, KS	67410	1	1	100.0	43.8	43.8	43.8
Adams, NE	68301	25	23	92.0	25.4	25.4	25.4
Ainsworth, NE	69210	33	33	100.0	114.9	130.4	135.3
Albert Lea, MN	56007	1	1	100.0	84.7	88.2	90.9
Alexandria, NE	68303	4	4	100.0	66.5	66.5	66.5
Allen, NE	68710	5	5	100.0	22.0	22.0	28.0
Alliance, NE	69301	49	49	100.0	122.3	122.3	122.3
Alma, NE	68920	9	9	100.0	49.0	49.0	49.0
Amelia, NE	68711	1	1	100.0	69.1	82.3	95.3
Ames, NE	68621	5	5	100.0	27.0	27.0	36.0
Amherst, NE	68812	4	2	50.0	23.5	23.8	23.8
Anacortes, WA	98221	1	1	100.0	52.6	52.6	52.6
Anselmo, NE	68813	5	5	100.0	80.8	81.1	81.1
Ansley, NE	68814	4	4	100.0	48.6	48.9	48.9
Anthon, IA	51004	1	1	100.0	25.4	35.3	35.3
Arapahoe, NE	68922	6	6	100.0	58.4	58.4	58.5
Arcadia, NE	68815	2	2	100.0	49.9	50.1	50.1
Archer, NE	68816	2	2	100.0	26.4	39.1	49.9
Arlington, NE	68002	10	10	100.0	23.6	23.6	25.6
Arnold, NE	69120	7	7	100.0	84.8	85.1	85.1
Arthur, NE	69121	2	2	100.0	154.7	155.0	155.0
Ashland, NE	68003	61	50	82.0	22.1	22.1	24.5
Ashton, NE	68817	5	5	100.0	41.4	45.4	45.4
Atkinson, NE	68713	9	9	100.0	84.9	87.9	115.7
Atlanta, NE	68923	1	1	100.0	39.9	40.0	40.0
Atlantic, IA	50022	1	1	100.0	54.5	54.5	57.2
Auburn, NE	68305	37	37	100.0	52.5	52.5	59.1
Aurora, NE	68818	33	31	93.9	21.9	57.8	59.2
Avoca, IA	51521	1	1	100.0	40.5	40.5	45.6
Avoca, NE	68307	7	7	100.0	27.1	27.1	27.1
Ayr, NE	68925	1	1	100.0	35.0	45.7	45.7
Bartlett, NE	68622	1	1	100.0	36.4	60.1	68.5
Bartley, NE	69020	4	4	100.0	77.0	77.0	77.0
Bassett, NE	68714	18	18	100.0	103.8	113.5	129.3
Bayard, NE	69334	25	25	100.0	92.0	92.0	92.0
Beatrice, NE	68310	340	340	100.0	39.5	39.5	39.5
Beaver City, NE	68926	1	1	100.0	67.5	67.6	67.6
Beaver Crossing, NE	68313	10	10	100.0	35.3	35.3	35.3
Bee, NE	68314	4	4	100.0	32.5	32.5	32.5
Belden, NE	68717	4	4	100.0	33.5	38.2	38.2
Benkelman, NE	69021	6	6	100.0	123.3	140.7	140.9
Bertrand, NE	68927	9	9	100.0	33.9	33.9	33.9
Big Springs, NE	69122	5	5	100.0	144.7	144.7	144.7
Blair, NE	68008	46	11	23.9	21.5	21.5	23.2
Bloomfield, NE	68718	10	10	100.0	43.4	60.9	61.6
Blue Hill, NE	68930	11	11	100.0	43.3	53.5	53.5
Blue Springs, NE	68318	4	4	100.0	47.0	47.0	47.0
Boelus, NE	68820	4	4	100.0	28.4	41.5	41.5
Bradshaw, NE	68319	8	8	100.0	33.2	48.2	48.2
Brady, NE	69123	8	8	100.0	74.3	74.6	74.6

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Brainard, NE	68626	5	5	100.0	35.2	35.2	40.8
Bridgeport, NE	69336	27	27	100.0	98.6	98.6	98.6
Brock, NE	68320	10	10	100.0	50.0	50.0	50.0
Broken Bow, NE	68822	30	30	100.0	62.9	63.2	63.2
Brownville, NE	68321	3	3	100.0	43.3	43.4	64.1
Brule, NE	69127	1	1	100.0	151.4	151.6	151.6
Bruning, NE	68322	1	1	100.0	66.7	66.7	66.7
Bruno, NE	68014	1	1	100.0	30.1	30.1	41.8
Brunswick, NE	68720	2	2	100.0	41.7	45.1	73.5
Burchard, NE	68323	2	2	100.0	49.6	49.6	49.6
Burr, NE	68324	3	3	100.0	33.2	33.2	33.2
Burwell, NE	68823	23	23	100.0	61.0	77.2	78.0
Butte, NE	68722	3	3	100.0	97.6	100.3	124.7
Byron, NE	68325	1	1	100.0	76.0	91.5	91.5
Callaway, NE	68825	5	5	100.0	71.9	72.1	72.1
Cambridge, NE	69022	21	21	100.0	70.1	70.2	70.2
Carroll, IA	51401	1	1	100.0	51.7	64.7	64.7
Carroll, NE	68723	2	2	100.0	27.1	44.1	44.1
Cedar Bluffs, NE	68015	5	5	100.0	30.3	30.3	31.7
Center, NE	68724	4	4	100.0	52.7	66.6	73.0
Central City, NE	68826	25	25	100.0	28.9	40.9	48.5
Centralia, WA	98531	1	1	100.0	23.8	25.6	25.6
Ceresco, NE	68017	35	6	17.1	21.2	21.2	21.2
Chadron, NE	69337	61	61	100.0	151.4	151.4	151.4
Chambers, NE	68725	2	2	100.0	62.9	69.6	92.5
Champion, NE	69023	1	1	100.0	129.7	150.9	151.1
Chappell, NE	69129	17	17	100.0	124.9	124.9	124.9
Chester, NE	68327	2	2	100.0	80.9	86.9	86.9
Chillicothe, MO	64601	1	1	100.0	55.2	66.9	69.8
Clarinda, IA	51632	1	1	100.0	32.8	32.9	69.3
Clarks, NE	68628	8	8	100.0	35.1	35.1	37.6
Clarkson, NE	68629	5	5	100.0	24.5	24.5	31.8
Clatonia, NE	68328	9	9	100.0	30.8	30.8	30.8
Clay Center, NE	68933	6	6	100.0	38.5	57.9	57.9
Clearwater, NE	68726	4	4	100.0	37.7	41.9	75.3
Clovis, NM	88101	1	1	100.0	96.2	99.8	102.1
Cody, NE	69211	4	4	100.0	184.8	186.9	187.1
Coleridge, NE	68727	2	2	100.0	37.1	37.1	38.3
Colon, NE	68018	6	6	100.0	24.2	24.2	26.5
Comstock, NE	68828	2	2	100.0	59.8	60.0	60.0
Concord, NE	68728	1	1	100.0	29.0	29.0	33.7
Cook, NE	68329	25	25	100.0	39.4	39.4	39.4
Cordova, NE	68330	2	2	100.0	40.1	40.1	40.1
Cortland, NE	68331	33	33	100.0	24.0	24.0	24.0
Cozad, NE	69130	30	30	100.0	49.7	49.9	49.9
Crab Orchard, NE	68332	6	6	100.0	40.9	40.9	40.9
Craig, NE	68019	3	2	66.7	20.4	20.4	41.6
Crawford, NE	69339	45	45	100.0	129.0	129.0	129.0
Creighton, NE	68729	12	12	100.0	46.0	55.1	73.2
Crete, NE	68333	45	45	100.0	26.7	26.7	26.7

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Crofton, NE	68730	14	14	100.0	51.1	58.3	58.3
Culbertson, NE	69024	12	12	100.0	100.0	100.1	100.1
Curtis, NE	69025	9	9	100.0	76.3	76.4	76.4
Dalton, NE	69131	3	3	100.0	94.6	94.6	94.6
Danbury, NE	69026	1	1	100.0	90.2	90.2	90.3
Dannebrog, NE	68831	8	6	75.0	21.5	50.3	50.3
Davenport, NE	68335	2	2	100.0	59.7	76.4	76.4
David City, NE	68632	17	17	100.0	26.1	26.1	48.7
Dawson, NE	68337	4	4	100.0	55.7	55.8	63.8
De Witt, NE	68341	14	14	100.0	38.1	38.1	38.1
Decatur, NE	68020	1	1	100.0	31.1	31.1	32.0
Denton, NE	68339	30	2	6.7	20.8	20.8	20.8
Deshler, NE	68340	2	2	100.0	71.1	82.9	82.9
Deweese, NE	68934	1	1	100.0	44.3	61.3	61.3
Diller, NE	68342	6	6	100.0	55.0	55.0	55.0
Dix, NE	69133	3	3	100.0	70.7	70.7	70.7
Dixon, NE	68732	5	5	100.0	26.7	26.7	33.6
Dodge, NE	68633	3	1	33.3	21.6	21.6	34.9
Dorchester, NE	68343	11	11	100.0	31.9	31.9	31.9
Douglas, NE	68344	6	6	100.0	26.1	26.1	26.1
Du Bois, NE	68345	2	2	100.0	66.6	67.1	67.5
Dunbar, NE	68346	10	10	100.0	37.3	37.3	37.3
Dwight, NE	68635	8	8	100.0	36.2	36.2	37.9
Eddyville, NE	68834	3	3	100.0	43.5	43.8	43.8
Edgar, NE	68935	4	4	100.0	50.3	67.6	67.6
Edison, NE	68936	1	1	100.0	57.0	57.0	57.0
Elba, NE	68835	1	1	100.0	38.0	48.5	56.4
Eldora, IA	50627	1	1	100.0	28.1	42.7	42.7
Elgin, NE	68636	5	5	100.0	24.6	38.1	64.4
Elk Creek, NE	68348	8	8	100.0	52.3	52.3	52.3
Elm Creek, NE	68836	11	2	18.2	21.2	21.5	21.5
Elmwood, NE	68349	20	4	20.0	20.6	20.6	20.6
Elwood, NE	68937	20	20	100.0	43.4	43.5	43.5
Elyria, NE	68837	3	3	100.0	55.8	67.6	67.8
Emerson, NE	68733	5	5	100.0	25.0	25.0	28.3
Emmet, NE	68734	1	1	100.0	76.5	79.3	110.4
Endicott, NE	68350	1	1	100.0	61.3	61.3	61.3
Ericson, NE	68637	2	2	100.0	36.3	63.5	68.1
Eustis, NE	69028	4	4	100.0	51.0	51.1	51.1
Ewing, NE	68735	5	5	100.0	44.5	49.8	81.1
Exeter, NE	68351	6	6	100.0	46.0	46.0	46.0
Fairbury, NE	68352	36	36	100.0	61.6	61.6	61.6
Fairfax, SD	57335	1	1	100.0	105.3	107.9	129.1
Fairfield, NE	68938	3	3	100.0	41.4	59.4	59.4
Fairmont, MN	56031	1	1	100.0	42.1	56.5	56.5
Fairmont, NE	68354	15	15	100.0	50.8	53.6	53.6
Falls City, NE	68355	22	22	100.0	47.3	47.4	52.0
Farnam, NE	69029	2	2	100.0	62.1	62.2	62.2
Farragut, IA	51639	1	1	100.0	51.7	51.8	55.7
Farwell, NE	68838	4	4	100.0	32.1	48.4	48.4

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Filley, NE	68357	12	12	100.0	35.1	35.1	35.1
Firth, NE	68358	32	13	40.6	21.0	21.0	21.0
Fordyce, NE	68736	2	2	100.0	47.1	49.3	49.3
Franklin, NE	68939	8	8	100.0	44.8	44.8	45.1
Fremont, NE	68025	217	217	100.0	28.3	28.3	29.0
	68026	7	7	100.0	28.1	28.1	28.8
Friend, NE	68359	18	18	100.0	40.4	40.4	40.4
Fullerton, NE	68638	9	8	88.9	23.8	34.1	34.6
Funk, NE	68940	1	1	100.0	23.6	23.6	23.6
Garland, NE	68360	6	6	100.0	26.0	26.0	26.0
Geneva, NE	68361	31	31	100.0	56.8	58.6	58.6
Gering, NE	69341	172	172	100.0	83.9	83.9	83.9
Gibbon, NE	68840	36	1	2.8	21.1	21.1	21.1
Gilead, NE	68362	1	1	100.0	72.7	72.7	72.7
Giltner, NE	68841	3	2	66.7	20.8	50.2	50.2
Glenvil, NE	68941	4	4	100.0	32.2	48.3	48.3
Glenwood, IA	51534	10	10	100.0	26.7	30.3	31.1
Gordon, NE	69343	11	11	100.0	178.9	178.9	178.9
Gothenburg, NE	69138	26	26	100.0	60.6	60.8	60.8
Grafton, NE	68365	3	3	100.0	44.7	60.1	60.1
Grant, NE	69140	8	8	100.0	141.8	142.0	142.0
Greeley, NE	68842	3	3	100.0	31.8	46.0	60.9
Greenwood, NE	68366	27	10	37.0	22.3	22.3	22.4
Gregory, SD	57533	1	1	100.0	133.3	134.3	157.2
Gresham, NE	68367	2	2	100.0	29.7	29.7	47.6
Griswold, IA	51535	1	1	100.0	47.8	47.8	47.8
Guide Rock, NE	68942	3	3	100.0	57.5	68.6	68.6
Gurley, NE	69141	1	1	100.0	98.0	98.0	98.0
Haigler, NE	69030	1	1	100.0	112.6	150.5	152.6
Hallam, NE	68368	15	15	100.0	25.4	25.4	25.4
Hamburg, IA	51640	3	3	100.0	49.3	50.4	51.6
Hampton, NE	68843	4	4	100.0	26.4	54.4	54.6
Hanover, KS	66945	2	2	100.0	53.5	53.5	53.5
Harlan, IA	51537	1	1	100.0	50.9	50.9	56.8
Harrisburg, NE	69345	1	1	100.0	67.7	67.7	67.7
Harrison, NE	69346	4	4	100.0	117.9	117.9	117.9
Hartington, NE	68739	12	12	100.0	41.4	43.7	44.8
Harvard, NE	68944	5	5	100.0	31.9	53.7	53.7
Hastings, NE	68901	159	154	96.9	23.8	39.9	39.9
	68902	2	2	100.0	24.0	40.3	40.3
Hay Springs, NE	69347	7	7	100.0	151.8	151.8	151.8
Hayes Center, NE	69032	2	2	100.0	107.3	107.5	107.5
Hazard, NE	68844	1	1	100.0	25.1	25.2	25.2
Heartwell, NE	68945	1	1	100.0	24.9	24.9	25.2
Hebron, NE	68370	12	12	100.0	75.7	77.4	77.4
Hemingford, NE	69348	4	4	100.0	123.5	123.5	123.5
Henderson, NE	68371	14	14	100.0	35.9	56.5	56.5
Herman, NE	68029	1	1	100.0	31.7	31.7	31.7
Hershey, NE	69143	11	11	100.0	106.3	106.5	106.5
Hildreth, NE	68947	2	2	100.0	26.9	26.9	27.1

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Holbrook, NE	68948	3	3	100.0	62.2	62.2	62.2
Holdrege, NE	68949	43	43	100.0	30.7	30.7	30.7
Holstein, NE	68950	2	2	100.0	36.5	36.5	36.8
Hooper, NE	68031	16	14	87.5	22.7	22.7	40.0
Hordville, NE	68846	1	1	100.0	31.7	44.1	46.5
Howells, NE	68641	7	5	71.4	21.8	21.8	35.6
Hubbell, NE	68375	1	1	100.0	81.3	81.3	81.3
Humboldt, NE	68376	14	14	100.0	59.5	59.5	65.6
Humphrey, NE	68642	2	1	50.0	20.7	20.7	25.3
Hyannis, NE	69350	2	2	100.0	164.7	165.0	165.0
Imogene, IA	51645	1	1	100.0	49.1	52.1	53.8
Imperial, NE	69033	12	12	100.0	136.8	138.1	138.2
Indianola, NE	69034	3	3	100.0	82.7	82.7	82.7
Inman, NE	68742	1	1	100.0	60.2	63.5	95.9
Ithaca, NE	68033	6	6	100.0	22.6	22.6	24.1
Jansen, NE	68377	3	3	100.0	52.8	52.8	52.8
Johnson, NE	68378	20	20	100.0	52.7	52.7	52.7
Johnstown, NE	69214	2	2	100.0	123.7	140.2	140.4
Juniata, NE	68955	26	26	100.0	27.0	34.0	34.0
Kenesaw, NE	68956	12	12	100.0	26.6	26.6	26.9
Keystone, NE	69144	3	3	100.0	139.4	139.6	139.6
Kilgore, NE	69216	2	2	100.0	176.6	185.1	185.4
Kimball, NE	69145	22	22	100.0	61.2	61.2	61.2
Knoxville, IA	50138	1	1	100.0	46.3	46.9	46.9
Larned, KS	67550	1	1	100.0	51.6	65.2	65.2
Laurel, NE	68745	9	9	100.0	32.5	32.5	38.9
Lawrence, NE	68957	4	4	100.0	43.2	58.4	58.4
Le Mars, IA	51031	2	2	100.0	30.6	35.1	35.1
Lebanon, NE	69036	1	1	100.0	85.7	85.7	85.7
Leigh, NE	68643	1	1	100.0	22.5	22.5	30.7
Lemoyne, NE	69146	3	3	100.0	150.2	150.4	150.4
Lewellen, NE	69147	5	5	100.0	144.6	144.6	144.6
Lexington, NE	68850	80	80	100.0	35.9	36.1	36.1
Liberty, NE	68381	1	1	100.0	51.6	51.6	51.6
Lingle, WY	82223	2	2	100.0	74.6	74.6	74.6
Linwood, NE	68036	3	3	100.0	25.6	25.6	39.7
Litchfield, NE	68852	1	1	100.0	31.6	31.9	31.9
Lodgepole, NE	69149	3	3	100.0	113.0	113.0	113.0
Long Pine, NE	69217	8	8	100.0	108.3	122.1	130.9
Loomis, NE	68958	3	3	100.0	30.5	30.5	30.6
Louisville, NE	68037	28	1	3.6	20.1	20.1	21.8
Loup City, NE	68853	11	11	100.0	41.0	41.1	41.1
Ludell, KS	67744	1	1	100.0	116.6	117.6	117.7
Lyman, NE	69352	3	3	100.0	74.5	74.5	74.5
Lynch, NE	68746	2	2	100.0	82.1	83.9	103.7
Lyons, NE	68038	10	3	30.0	21.3	21.3	36.4
Macedonia, IA	51549	1	1	100.0	33.2	35.5	35.5
Madison, NE	68748	20	1	5.0	20.6	22.2	22.2
Malcolm, NE	68402	22	7	31.8	20.8	20.8	20.8
Malmo, NE	68040	4	4	100.0	30.5	30.5	33.0

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Malvern, IA	51551	4	4	100.0	34.8	38.3	40.0
Manley, NE	68403	1	1	100.0	22.3	22.3	22.6
Marquette, NE	68854	3	2	66.7	23.5	47.1	54.0
Marsland, NE	69354	1	1	100.0	122.9	122.9	122.9
Martell, NE	68404	24	3	12.5	20.7	20.7	20.7
Martin, SD	57551	1	1	100.0	216.7	216.7	216.7
Marysville, KS	66508	2	2	100.0	46.2	46.2	46.2
Mason City, NE	68855	1	1	100.0	39.5	39.8	39.8
Maxwell, NE	69151	10	10	100.0	82.4	82.6	82.6
Maywood, NE	69038	8	8	100.0	84.6	84.7	84.7
Mc Cook, NE	69001	129	129	100.0	91.8	91.9	91.9
Mc Cool Junction, NE	68401	11	11	100.0	45.8	51.8	51.8
McLean, NE	68747	2	2	100.0	24.4	53.1	53.1
Meadow Grove, NE	68752	6	1	16.7	21.0	28.9	42.4
Merna, NE	68856	2	2	100.0	71.1	71.3	71.3
Merriman, NE	69218	5	5	100.0	190.1	190.2	190.2
Milford, NE	68405	47	47	100.0	24.0	24.0	24.0
Milligan, NE	68406	4	4	100.0	52.6	52.6	52.6
Mills, NE	68753	1	1	100.0	117.9	120.7	149.4
Minatare, NE	69356	18	18	100.0	91.3	91.3	91.3
Minden, IA	51553	1	1	100.0	29.8	29.8	35.7
Minden, NE	68959	42	36	85.7	21.7	21.7	22.0
Missouri Valley, IA	51555	6	4	66.7	21.7	21.7	27.3
Mitchell, NE	69357	39	39	100.0	85.8	85.8	85.8
Modale, IA	51556	2	2	100.0	21.2	21.2	27.4
Morrill, NE	69358	11	11	100.0	81.2	81.2	81.2
Morse Bluff, NE	68648	1	1	100.0	28.7	28.7	32.3
Mullen, NE	69152	8	8	100.0	139.0	139.3	139.3
Murdock, NE	68407	11	11	100.0	22.9	22.9	23.3
Murray, NE	68409	8	8	100.0	26.0	30.2	30.7
Naper, NE	68755	2	2	100.0	107.7	110.2	138.3
Nebraska City, NE	68410	71	71	100.0	42.3	43.2	43.2
Nehawka, NE	68413	3	3	100.0	29.2	31.5	32.8
Neligh, NE	68756	17	17	100.0	31.1	32.5	66.2
Nelson, NE	68961	6	6	100.0	56.0	72.2	72.2
Nemaha, NE	68414	3	3	100.0	43.9	43.9	66.3
Neola, IA	51559	1	1	100.0	27.2	27.2	33.5
Newcastle, NE	68757	4	4	100.0	27.9	27.9	37.7
Nickerson, NE	68044	3	3	100.0	30.6	30.6	32.5
Niobrara, NE	68760	15	15	100.0	64.9	75.4	82.3
North Bend, NE	68649	7	7	100.0	27.4	27.4	32.6
North Loup, NE	68859	2	2	100.0	45.8	51.1	59.5
North Platte, NE	69101	250	250	100.0	94.8	95.1	95.1
	69103	2	2	100.0	92.9	93.2	93.2
Oakdale, NE	68761	1	1	100.0	26.8	27.4	60.8
Oakland, IA	51560	3	3	100.0	32.4	32.4	34.5
Oberlin, KS	67749	4	4	100.0	102.2	105.1	105.1
Oconto, NE	68860	5	5	100.0	54.6	54.9	54.9
Odell, NE	68415	9	9	100.0	55.1	55.1	55.1
Ogallala, NE	69153	45	45	100.0	142.5	142.7	142.7

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Onawa, IA	51040	1	1	100.0	36.0	38.3	38.3
Oneill, NE	68763	43	43	100.0	70.0	72.8	104.1
Orchard, NE	68764	2	2	100.0	48.8	51.1	83.1
Ord, NE	68862	21	21	100.0	50.0	61.8	62.9
Orleans, NE	68966	4	4	100.0	51.1	51.1	51.1
Osceola, NE	68651	8	7	87.5	25.3	25.3	49.8
Oshkosh, NE	69154	10	10	100.0	130.8	130.8	130.8
Osmond, NE	68765	3	3	100.0	26.7	53.7	60.6
Otoe, NE	68417	3	3	100.0	28.0	28.0	28.0
Overton, NE	68863	15	15	100.0	24.5	24.7	24.7
Ovid, CO	80744	1	1	100.0	127.2	127.2	127.2
Oxford, NE	68967	3	3	100.0	51.0	51.1	51.1
Page, NE	68766	4	4	100.0	57.2	59.9	91.7
Palisade, NE	69040	2	2	100.0	111.7	111.9	111.9
Palmer, NE	68864	2	2	100.0	23.9	39.6	51.8
Palmyra, NE	68418	28	6	21.4	21.1	21.1	21.1
Parks, NE	69041	3	3	100.0	117.5	149.4	149.5
Pawnee City, NE	68420	14	14	100.0	60.1	60.1	60.1
Paxton, NE	69155	9	9	100.0	125.5	125.8	125.8
Pe Ell, WA	98572	1	1	100.0	41.2	44.6	47.1
Peru, NE	68421	9	9	100.0	49.4	49.5	56.8
Petersburg, NE	68652	3	1	33.3	21.0	44.2	59.3
Phillipsburg, KS	67661	1	1	100.0	62.3	68.7	68.7
Pickrell, NE	68422	9	9	100.0	31.2	31.2	31.2
Pierce, NE	68767	42	1	2.4	20.1	50.3	58.3
Pilger, NE	68768	7	5	71.4	21.3	26.8	26.8
Plainview, NE	68769	12	12	100.0	34.7	47.7	68.0
Plattsmouth, NE	68048	79	69	87.3	23.3	27.4	27.4
Pleasant Dale, NE	68423	18	1	5.6	20.1	20.1	20.1
Pleasanton, NE	68866	7	2	28.6	22.0	22.3	22.3
Plymouth, NE	68424	13	13	100.0	46.9	46.9	46.9
Polk, NE	68654	4	4	100.0	36.3	41.4	41.4
Ponca, NE	68770	25	2	8.0	20.8	20.8	31.0
Port Angeles, WA	98362	1	1	100.0	55.7	58.0	58.0
Potter, NE	69156	3	3	100.0	82.9	82.9	82.9
Prague, NE	68050	5	5	100.0	33.0	33.0	36.2
Randolph, NE	68771	5	4	80.0	25.0	46.7	46.7
Ravenna, NE	68869	20	18	90.0	26.9	28.1	28.2
Raymond, NE	68428	41	5	12.2	23.8	23.8	23.8
Red Cloud, NE	68970	5	5	100.0	59.9	60.8	60.8
Republic, KS	66964	1	1	100.0	78.8	89.8	89.8
Republican City, NE	68971	2	2	100.0	44.9	44.9	45.0
Reynolds, NE	68429	1	1	100.0	72.2	72.2	72.2
Rising City, NE	68658	8	3	37.5	21.6	21.6	52.2
Riverton, IA	51650	1	1	100.0	49.9	50.0	55.0
Rockville, NE	68871	3	3	100.0	35.0	36.8	36.8
Rogers, NE	68659	1	1	100.0	24.9	24.9	32.2
Roseland, NE	68973	2	2	100.0	36.8	39.8	39.8
Royal, NE	68773	3	3	100.0	45.4	45.9	77.8
Rushville, NE	69360	4	4	100.0	166.4	166.4	166.4

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Saint Helena, NE	68774	2	2	100.0	53.6	53.6	57.3
Saint Paul, NE	68873	33	29	87.9	23.3	49.3	58.1
Sargent, NE	68874	9	9	100.0	68.6	68.8	68.8
Saronville, NE	68975	1	1	100.0	40.1	61.9	61.9
Scotia, NE	68875	1	1	100.0	44.2	46.5	59.8
Scottsbluff, NE	69361	203	203	100.0	87.0	87.0	87.0
	69363	4	4	100.0	86.5	86.5	86.5
Sedgwick, CO	80749	1	1	100.0	121.1	121.1	121.1
Seneca, NE	69161	1	1	100.0	133.0	133.2	133.2
Seward, NE	68434	117	117	100.0	28.9	28.9	29.0
Shelby, IA	51570	1	1	100.0	37.6	37.6	43.5
Sheldon, IA	51201	1	1	100.0	61.8	65.3	65.3
Shelton, NE	68876	12	7	58.3	21.0	21.0	21.0
Shenandoah, IA	51601	1	1	100.0	49.4	49.5	58.7
Shickley, NE	68436	5	5	100.0	60.2	69.1	69.1
Shubert, NE	68437	5	5	100.0	43.3	43.3	61.8
Sidney, IA	51652	1	1	100.0	46.6	50.0	50.0
Sidney, NE	69162	57	57	100.0	96.5	96.5	96.5
Silver Creek, NE	68663	5	5	100.0	23.5	23.5	37.0
Sioux Center, IA	51250	1	1	100.0	46.1	47.2	47.2
Sioux Falls, SD	57104	1	1	100.0	52.4	75.8	75.8
	57110	1	1	100.0	54.7	73.4	73.4
Smithfield, NE	68976	1	1	100.0	37.3	37.3	37.3
Smithland, IA	51056	1	1	100.0	32.4	41.9	41.9
Spencer, NE	68777	5	5	100.0	92.0	94.8	116.4
Springfield, SD	57062	2	2	100.0	67.2	81.3	81.3
Springview, NE	68778	7	7	100.0	121.2	128.2	150.0
Stanton, NE	68779	31	1	3.2	20.4	26.9	26.9
Staplehurst, NE	68439	5	5	100.0	35.5	35.5	37.1
Stapleton, NE	69163	13	13	100.0	96.8	97.0	97.0
Steinauer, NE	68441	5	5	100.0	51.3	51.3	51.3
Stella, NE	68442	3	3	100.0	50.2	50.2	67.6
Sterling, CO	80751	3	3	100.0	79.9	79.9	79.9
Sterling, NE	68443	27	27	100.0	32.1	32.1	32.1
Strang, NE	68444	2	2	100.0	63.6	64.0	64.0
Stratton, NE	69043	3	3	100.0	122.3	122.4	122.4
Stromsburg, NE	68666	5	5	100.0	31.6	31.6	44.9
Stuart, NE	68780	2	2	100.0	95.2	97.6	124.8
Sullivan, IN	47882	2	2	100.0	22.6	22.6	22.6
Sumner, NE	68878	3	3	100.0	35.8	36.1	36.1
Superior, NE	68978	6	6	100.0	66.2	81.7	81.7
Susanville, CA	96130	1	1	100.0	78.6	78.6	78.6
Sutherland, NE	69165	23	23	100.0	113.4	113.6	113.6
Sutton, NE	68979	16	16	100.0	43.8	66.2	66.2
Swanton, NE	68445	3	3	100.0	45.8	45.8	45.8
Syracuse, NE	68446	52	52	100.0	29.7	29.7	29.7
Table Rock, NE	68447	8	8	100.0	58.7	58.7	58.7
Tabor, IA	51653	1	1	100.0	38.5	41.7	41.7
Talmage, NE	68448	6	6	100.0	43.5	43.5	43.5
Taylor, NE	68879	3	3	100.0	77.4	80.1	80.3

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Tecumseh, NE	68450	93	93	100.0	46.3	46.3	46.3
Tekamah, NE	68061	10	10	100.0	27.7	27.7	36.3
Thedford, NE	69166	3	3	100.0	120.6	120.8	120.8
Thurston, NE	68062	1	1	100.0	24.4	24.4	28.6
Tilden, NE	68781	10	8	80.0	21.5	28.0	52.3
Tobias, NE	68453	3	3	100.0	52.6	52.6	52.6
Torrington, WY	82240	5	5	100.0	76.0	76.0	76.0
Trenton, MO	64683	1	1	100.0	69.6	71.3	71.4
Trenton, NE	69044	4	4	100.0	111.9	112.0	112.0
Trumbull, NE	68980	5	4	80.0	21.7	44.6	44.6
Tryon, NE	69167	3	3	100.0	118.8	119.0	119.0
Ulysses, NE	68669	1	1	100.0	31.0	31.0	42.7
Unadilla, NE	68454	10	9	90.0	24.4	24.4	24.4
Underwood, IA	51576	2	1	50.0	20.3	20.3	26.5
Union, NE	68455	3	3	100.0	31.8	35.8	36.6
Upland, NE	68981	1	1	100.0	33.0	33.0	33.3
Utica, NE	68456	12	12	100.0	39.0	39.0	39.8
Valentine, NE	69201	34	34	100.0	156.5	169.9	170.1
Valley, NE	68064	11	1	9.1	20.6	20.6	21.9
Valparaiso, NE	68065	22	22	100.0	26.9	26.9	26.9
Venango, NE	69168	1	1	100.0	137.9	144.8	144.8
Verdigre, NE	68783	10	10	100.0	61.2	65.8	83.5
Verdon, NE	68457	3	3	100.0	48.9	49.0	61.3
Vermillion, SD	57069	2	2	100.0	37.9	37.9	47.1
Virginia, NE	68458	3	3	100.0	41.7	41.7	41.7
Waco, NE	68460	8	8	100.0	38.1	38.1	44.5
Wahoo, NE	68066	47	47	100.0	23.9	23.9	26.3
Wakefield, NE	68784	1	1	100.0	32.7	32.7	33.1
Walla Walla, WA	99362	1	1	100.0	81.0	81.0	83.2
Wallace, NE	69169	3	3	100.0	111.1	111.3	111.3
Walthill, NE	68067	1	1	100.0	25.1	25.1	25.8
Wauneta, NE	69045	9	9	100.0	124.4	124.5	124.5
Wausa, NE	68786	6	6	100.0	33.8	54.9	54.9
Wayne, NE	68787	21	21	100.0	31.5	37.9	37.9
Weeping Water, NE	68463	11	11	100.0	25.5	25.9	26.1
Wellfleet, NE	69170	3	3	100.0	90.7	90.9	90.9
Western, NE	68464	2	2	100.0	50.4	50.4	50.4
Westerville, NE	68881	1	1	100.0	52.7	52.9	52.9
Wheatland, WY	82201	1	1	100.0	64.8	64.8	64.8
White Cloud, KS	66094	1	1	100.0	35.8	37.5	44.6
Whitney, NE	69367	3	3	100.0	139.5	139.5	139.5
Wilber, NE	68465	41	41	100.0	36.5	36.5	36.5
Wilcox, NE	68982	4	4	100.0	26.7	26.7	26.7
Winnetoon, NE	68789	3	3	100.0	53.2	59.1	78.1
Winside, NE	68790	4	4	100.0	22.1	41.2	41.2
Wisner, NE	68791	11	5	45.5	22.1	23.1	28.2
Wolbach, NE	68882	4	4	100.0	33.2	36.8	52.8
Wood Lake, NE	69221	1	1	100.0	134.0	147.8	148.0
Wood River, NE	68883	10	2	20.0	22.9	26.7	26.7
Wymore, NE	68466	24	24	100.0	49.0	49.0	49.0

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Wynot, NE	68792	1	1	100.0	43.4	43.4	52.5
Yankton, SD	57078	4	4	100.0	59.6	60.5	60.5
York, NE	68467	143	143	100.0	41.9	44.2	44.3
Grand Totals		5,805	5,245	90.4	57.5	60.1	61.9

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November 29, 2022

EyeMed Insight +WM Ophthalmologists

Access Analysis

EMI+WM/R - MD -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:
1 (EyeMed Insight +WM Ophthalmologists) provider in 20 miles

*Opticians - Urban/Suburban
-1 Provider within 10 Miles*

Access Summary By City

Employees With and Without Access	
Employee Group	7,842 employees 6,397 (81.6%) employees with access 1,445 (18.4%) employees without access
Provider Group	(3,564 total access points)

Key Geographic Areas

City	Employee	With Access ¹		Without Access ¹		Counts ²	Average Distance			
	#	#	%	#	%	#	1	2	3	
With Access	Lincoln, NE	5,765	4,335	75.2	1,430	24.8	1	6.2	35.1	45.1
	Omaha, NE	1,611	1,611	100.0	0	0.0	10	2.9	4.3	5.4
	Bellevue, NE	278	278	100.0	0	0.0	2	2.6	3.4	6.4
	La Vista, NE	75	75	100.0	0	0.0	0	2.4	3.0	4.5
	Council Bluffs, IA	61	61	100.0	0	0.0	1	1.8	5.8	5.9
	Sioux City, IA	10	10	100.0	0	0.0	2	2.1	5.1	7.9
	Carter Lake, IA	6	6	100.0	0	0.0	0	4.4	5.0	5.4
	Ankeny, IA	1	1	100.0	0	0.0	3	1.2	3.6	4.5
	Cheyenne, WY	1	1	100.0	0	0.0	3	1.7	1.8	3.7
	College Station, TX	1	1	100.0	0	0.0	0	4.5	33.1	41.4
	Columbia, SC	1	1	100.0	0	0.0	4	2.3	13.0	14.1
	Columbus, OH	1	1	100.0	0	0.0	5	3.2	3.9	6.4
	Des Moines, IA	1	1	100.0	0	0.0	1	4.7	5.5	5.7
	Elyria, OH	1	1	100.0	0	0.0	2	1.8	4.6	10.9
	Glendale Heights, IL	1	1	100.0	0	0.0	0	4.7	10.3	12.9
	Indianapolis, IN	1	1	100.0	0	0.0	5	8.1	8.1	12.2
	Kansas City, MO	2	1	50.0	1	50.0	2	3.0	5.9	6.9
	Lithonia, GA	1	1	100.0	0	0.0	0	9.7	9.7	10.0
	McKinney, TX	1	1	100.0	0	0.0	1	3.5	6.3	12.4
	Miami, FL	1	1	100.0	0	0.0	21	0.8	3.0	3.7
	Overland Park, KS	1	1	100.0	0	0.0	3	2.3	8.8	9.5

Without Access	Lincoln, NE	5,765	4,335	75.2	1,430	24.8	1	12.4	37.8	43.2
	Goehner, NE	6	0	0.0	6	100.0	0	20.0	34.8	43.4
	Sprague, NE	5	0	0.0	5	100.0	0	14.7	22.7	49.8
	Ann Arbor, MI	1	0	0.0	1	100.0	0	12.5	14.4	17.8
	Kansas City, MO	2	1	50.0	1	50.0	2	14.5	15.2	19.1
	Kearney, NE	1	0	0.0	1	100.0	0	35.0	39.3	81.2
	Uehling, NE	1	0	0.0	1	100.0	0	41.1	45.4	49.3

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November 29, 2022

Access Analysis

EMI+WM/US - OPT - 1 Provider within 10 Miles

Employee Group

Urban/Suburban Employees

Provider Group

EyeMed Insight + WM Opticians

Areas With Access

Top 21 Cities in the market, sorted by the number of employees with access

Areas Without Access

Bottom 21 Cities in the market, sorted by the number of employees without access

¹ The Access Standard is defined as (Urban/Suburban Employees) employees accessing:

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Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Ann Arbor, MI	48104	1	1	100.0	12.5	14.4	17.8
Goehner, NE	68364	6	6	100.0	20.0	34.8	43.4
Kansas City, MO	64119	1	1	100.0	14.5	15.2	19.1
Kearney, NE	68849	1	1	100.0	35.0	39.3	81.2
Lincoln, NE	68501	12	12	100.0	11.0	36.3	45.2
	68502	593	5	0.8	10.3	35.1	46.6
	68503	216	32	14.8	10.3	37.4	43.5
	68504	342	137	40.1	11.1	39.4	41.2
	68507	312	15	4.8	10.5	39.4	40.8
	68508	149	93	62.4	10.7	36.2	45.2
	68509	6	6	100.0	11.0	36.3	45.2
	68521	791	791	100.0	13.4	39.1	42.6
	68522	360	339	94.2	11.4	34.6	45.1
	Sprague, NE	68438	5	5	100.0	14.7	22.7
Uehling, NE	68063	1	1	100.0	41.1	45.4	49.3
Grand Totals		2,796	1,445	51.7	12.4	37.7	43.3

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November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/US - OPT - 1 Provider within 10 Miles

Employee / Provider Groups

Urban/Suburban Employees

¹ The Access Standard is defined as (Urban/Suburban Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 10 miles

Opticians
- Rural - 1 Provider within 20 Miles

Access Summary By City

Employees With and Without Access	
Employee Group	8,937 employees 4,582 (51.3%) employees with access 4,355 (48.7%) employees without access
Provider Group	(3,564 total access points)

Key Geographic Areas										
City		Employee	With Access ¹		Without Access ¹		Counts ²	Average Distance		
		#	#	%	#	%	#	1	2	3
With Access	Lincoln, NE	637	622	97.6	15	2.4	1	10.3	36.0	43.7
	Norfolk, NE	414	414	100.0	0	0.0	1	2.8	42.9	65.9
	Beatrice, NE	340	340	100.0	0	0.0	1	4.1	35.9	69.4
	Scottsbluff, NE	207	207	100.0	0	0.0	1	2.1	85.6	85.7
	Papillion, NE	200	200	100.0	0	0.0	2	2.7	3.5	5.7
	Gering, NE	172	172	100.0	0	0.0	0	5.2	82.5	82.5
	Hastings, NE	161	161	100.0	0	0.0	1	3.1	49.2	73.6
	York, NE	143	143	100.0	0	0.0	1	3.6	45.6	49.7
	Omaha, NE	140	140	100.0	0	0.0	10	2.6	4.8	6.2
	Mc Cook, NE	129	129	100.0	0	0.0	1	2.2	69.3	117.9
	Columbus, NE	106	106	100.0	0	0.0	1	3.5	41.5	47.5
	Hickman, NE	84	84	100.0	0	0.0	0	9.5	25.8	51.2
	Waverly, NE	83	81	97.6	2	2.4	0	15.8	31.6	38.1
	Elkhorn, NE	80	80	100.0	0	0.0	0	4.8	10.4	11.8
	Gretna, NE	80	80	100.0	0	0.0	1	5.7	13.2	13.8
	Lexington, NE	80	80	100.0	0	0.0	1	3.4	71.7	74.3
	Plattsmouth, NE	79	79	100.0	0	0.0	0	12.1	13.3	17.7
	Ashland, NE	61	59	96.7	2	3.3	0	16.3	23.6	24.2
	Council Bluffs, IA	53	53	100.0	0	0.0	1	4.4	9.1	9.4
	Eagle, NE	51	51	100.0	0	0.0	0	13.7	33.1	39.9
Blair, NE	46	44	95.7	2	4.3	0	15.9	17.2	20.2	
Without Access	Kearney, NE	420	0	0.0	420	100.0	0	35.2	39.4	80.7
	North Platte, NE	252	0	0.0	252	100.0	0	65.1	66.4	131.7
	Grand Island, NE	284	33	11.6	251	88.4	0	22.1	42.6	72.1
	Fremont, NE	224	1	0.4	223	99.6	0	24.5	27.5	30.9
	Seward, NE	117	0	0.0	117	100.0	0	28.8	33.6	41.6
	Tecumseh, NE	93	0	0.0	93	100.0	0	31.2	42.3	54.5
	Nebraska City, NE	71	0	0.0	71	100.0	0	34.2	35.0	37.5
	Chadron, NE	61	0	0.0	61	100.0	0	78.9	85.7	88.8
	Sidney, NE	57	0	0.0	57	100.0	0	40.0	40.0	70.6
	Syracuse, NE	52	0	0.0	52	100.0	0	25.2	34.2	38.1
	Alliance, NE	49	0	0.0	49	100.0	0	48.6	106.3	106.3
	Milford, NE	47	0	0.0	47	100.0	0	24.7	30.0	41.8
	Wahoo, NE	47	0	0.0	47	100.0	0	25.8	26.7	31.1
	Crawford, NE	45	0	0.0	45	100.0	0	57.9	97.5	100.6
	Ogallala, NE	45	0	0.0	45	100.0	0	88.1	88.3	94.2
	Holdrege, NE	43	0	0.0	43	100.0	0	36.8	55.7	71.6
	Oneill, NE	43	0	0.0	43	100.0	0	74.0	107.0	115.0
	Minden, NE	42	0	0.0	42	100.0	0	33.5	50.1	77.4
	Wilber, NE	41	0	0.0	41	100.0	0	23.4	33.9	48.5
	Crete, NE	45	7	15.6	38	84.4	0	24.0	29.6	41.2
Auburn, NE	37	0	0.0	37	100.0	0	49.1	52.3	54.4	

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November 29, 2022

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee Group

Rural Employees

Provider Group

EyeMed Insight + WM Opticians

Areas With Access

Top 21 Cities in the market, sorted by the number of employees with access

Areas Without Access

Bottom 21 Cities in the market, sorted by the number of employees without access

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in

Too many lines to display

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Aberdeen, NC	28315	1	1	100.0	25.3	26.2	27.8
Abilene, KS	67410	1	1	100.0	24.8	28.5	45.2
Adams, NE	68301	25	7	28.0	22.0	23.2	53.9
Ainsworth, NE	69210	33	33	100.0	126.8	131.7	152.1
Albert Lea, MN	56007	1	1	100.0	32.5	37.9	44.6
Albion, NE	68620	6	6	100.0	44.3	47.0	68.3
Alexandria, NE	68303	4	4	100.0	34.9	44.6	63.0
Allen, NE	68710	5	5	100.0	23.7	26.5	28.7
Alliance, NE	69301	49	49	100.0	48.6	106.3	106.3
Alma, NE	68920	9	9	100.0	54.4	69.7	71.7
Alvo, NE	68304	5	3	60.0	21.7	25.9	33.3
Amelia, NE	68711	1	1	100.0	82.7	104.5	108.2
Ames, NE	68621	5	5	100.0	32.4	34.8	37.4
Amherst, NE	68812	4	4	100.0	29.4	54.7	90.3
Anacortes, WA	98221	1	1	100.0	22.6	40.5	45.6
Anselmo, NE	68813	5	5	100.0	61.0	106.8	110.2
Ansley, NE	68814	4	4	100.0	48.9	81.8	102.1
Anthon, IA	51004	1	1	100.0	26.3	30.7	31.5
Arapahoe, NE	68922	6	6	100.0	33.5	42.1	85.1
Arcadia, NE	68815	2	2	100.0	64.9	75.4	93.7
Archer, NE	68816	2	2	100.0	43.2	45.8	51.9
Arlington, NE	68002	10	3	30.0	24.3	28.1	31.0
Arnold, NE	69120	7	7	100.0	58.4	88.8	112.8
Arthur, NE	69121	2	2	100.0	102.8	107.5	107.5
Ashland, NE	68003	61	2	3.3	20.8	27.1	27.9
Ashton, NE	68817	5	5	100.0	54.9	69.5	74.4
Atkinson, NE	68713	9	9	100.0	88.8	118.3	128.8
Atlanta, NE	68923	1	1	100.0	35.6	63.0	64.7
Atlantic, IA	50022	1	1	100.0	29.4	48.0	48.1
Auburn, NE	68305	37	37	100.0	49.1	52.3	54.4
Aurora, NE	68818	33	33	100.0	23.2	33.2	64.8
Avoca, NE	68307	7	7	100.0	25.2	27.0	28.7
Axtell, NE	68924	10	10	100.0	41.9	44.3	84.5
Bancroft, NE	68004	5	5	100.0	34.5	35.0	39.9
Bartlett, NE	68622	1	1	100.0	59.8	75.5	89.4
Bartley, NE	69020	4	2	50.0	21.2	54.0	105.1
Bassett, NE	68714	18	18	100.0	114.0	127.5	138.6
Bayard, NE	69334	25	24	96.0	24.5	79.3	79.3
Beaver City, NE	68926	1	1	100.0	43.8	44.5	87.2
Beaver Crossing, NE	68313	10	1	10.0	22.9	32.8	48.5
Bee, NE	68314	4	4	100.0	35.1	38.0	39.9
Beemer, NE	68716	1	1	100.0	34.9	48.2	49.4
Belden, NE	68717	4	4	100.0	34.5	40.5	43.2
Belgrade, NE	68623	1	1	100.0	40.4	57.2	61.2
Benkelman, NE	69021	6	6	100.0	51.2	98.4	98.4
Bertrand, NE	68927	9	1	11.1	22.8	62.2	67.4
Big Springs, NE	69122	5	5	100.0	70.5	70.5	102.4
Blair, NE	68008	46	2	4.3	21.1	23.5	27.4
Bloomfield, NE	68718	10	10	100.0	44.8	65.5	67.6
Blue Hill, NE	68930	11	10	90.9	23.2	67.0	79.2

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November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Boelus, NE	68820	4	4	100.0	43.9	63.9	65.5
Brady, NE	69123	8	8	100.0	45.6	60.3	111.1
Brainard, NE	68626	5	5	100.0	31.8	44.7	44.9
Bridgeport, NE	69336	27	27	100.0	38.1	73.9	73.9
Brock, NE	68320	10	10	100.0	45.1	46.4	48.1
Broken Bow, NE	68822	30	30	100.0	47.7	93.8	103.0
Brownville, NE	68321	3	3	100.0	43.3	56.0	57.0
Brule, NE	69127	1	1	100.0	79.9	79.9	99.7
Bruning, NE	68322	1	1	100.0	34.8	44.1	52.8
Bruno, NE	68014	1	1	100.0	27.0	41.6	44.9
Brunswick, NE	68720	2	2	100.0	43.3	76.1	81.9
Burchard, NE	68323	2	2	100.0	27.3	45.1	69.5
Burr, NE	68324	3	3	100.0	28.2	37.0	43.1
Burwell, NE	68823	23	23	100.0	82.6	92.2	95.0
Butte, NE	68722	3	3	100.0	101.6	106.5	115.4
Byron, NE	68325	1	1	100.0	59.0	61.6	62.9
Cairo, NE	68824	8	8	100.0	33.7	56.8	64.6
Callaway, NE	68825	5	5	100.0	43.5	89.2	98.8
Cambridge, NE	69022	21	21	100.0	27.6	47.6	99.6
Carroll, NE	68723	2	2	100.0	28.1	45.0	46.4
Cedar Bluffs, NE	68015	5	5	100.0	27.2	31.5	34.7
Cedar Rapids, NE	68627	2	2	100.0	46.8	59.3	65.7
Center, NE	68724	4	4	100.0	53.9	76.9	79.0
Central City, NE	68826	25	25	100.0	38.2	45.7	50.1
Ceresco, NE	68017	35	32	91.4	23.2	29.0	36.2
Chadron, NE	69337	61	61	100.0	78.9	85.7	88.8
Chambers, NE	68725	2	2	100.0	70.2	96.8	113.1
Champion, NE	69023	1	1	100.0	71.4	71.7	71.7
Chapman, NE	68827	5	5	100.0	33.0	40.1	61.7
Chappell, NE	69129	17	17	100.0	60.2	60.2	91.9
Chester, NE	68327	2	2	100.0	55.3	57.4	69.6
Chickasha, OK	73018	2	2	100.0	35.0	36.2	42.6
Clarinda, IA	51632	1	1	100.0	32.6	53.1	61.3
Clarks, NE	68628	8	8	100.0	33.0	37.4	59.0
Clarkson, NE	68629	5	5	100.0	25.8	34.3	63.9
Clay Center, NE	68933	6	6	100.0	21.6	40.9	73.1
Clearwater, NE	68726	4	4	100.0	42.9	78.5	95.7
Cody, NE	69211	4	4	100.0	130.2	134.6	135.0
Coleridge, NE	68727	2	2	100.0	39.4	40.8	43.5
Colon, NE	68018	6	6	100.0	22.7	28.6	30.1
Comstock, NE	68828	2	2	100.0	66.8	85.0	100.5
Concord, NE	68728	1	1	100.0	30.1	32.0	35.5
Cook, NE	68329	25	25	100.0	34.1	39.5	44.3
Cozad, NE	69130	30	6	20.0	21.7	68.3	87.8
Crab Orchard, NE	68332	6	2	33.3	21.1	38.4	62.0
Craig, NE	68019	3	3	100.0	38.6	42.0	45.8
Crawford, NE	69339	45	45	100.0	57.9	97.5	100.6
Creighton, NE	68729	12	12	100.0	47.1	76.7	79.4
Crete, NE	68333	45	38	84.4	24.0	29.6	41.2
Crofton, NE	68730	14	14	100.0	52.7	62.4	62.9

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November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Curtis, NE	69025	9	9	100.0	33.4	42.7	114.0
Dalton, NE	69131	3	3	100.0	52.9	55.3	58.8
Danbury, NE	69026	1	1	100.0	22.5	68.7	103.2
Dannebrog, NE	68831	8	8	100.0	36.8	57.2	70.7
Davenport, NE	68335	2	2	100.0	40.5	44.6	57.5
Davey, NE	68336	7	3	42.9	20.7	34.4	41.3
David City, NE	68632	17	15	88.2	22.8	47.1	49.9
Dawson, NE	68337	4	4	100.0	53.0	55.9	69.7
De Witt, NE	68341	14	1	7.1	20.9	39.9	51.4
Decatur, NE	68020	1	1	100.0	32.1	36.1	38.4
Deshler, NE	68340	2	2	100.0	49.6	55.4	59.1
Deweese, NE	68934	1	1	100.0	28.7	53.7	75.2
Diller, NE	68342	6	5	83.3	23.4	52.4	68.2
Dix, NE	69133	3	3	100.0	44.1	44.2	52.1
Dixon, NE	68732	5	5	100.0	29.0	32.1	33.5
Dodge, NE	68633	3	3	100.0	36.6	45.0	55.4
Dorchester, NE	68343	11	11	100.0	29.2	33.6	38.4
Douglas, NE	68344	6	6	100.0	21.3	34.9	44.0
Du Bois, NE	68345	2	2	100.0	47.2	63.9	67.6
Dunbar, NE	68346	10	10	100.0	33.4	36.0	36.3
Dwight, NE	68635	8	8	100.0	34.3	40.3	42.7
Eddyville, NE	68834	3	2	66.7	21.3	74.2	87.3
Edgar, NE	68935	4	4	100.0	35.8	46.2	67.0
Edison, NE	68936	1	1	100.0	33.2	47.4	80.1
Elba, NE	68835	1	1	100.0	55.0	70.2	73.0
Eldora, IA	50627	1	1	100.0	27.8	29.9	37.2
Elgin, NE	68636	5	5	100.0	37.8	66.8	87.1
Elk Creek, NE	68348	8	8	100.0	32.1	48.5	61.5
Elm Creek, NE	68836	11	7	63.6	22.0	53.3	82.7
Elmwood, NE	68349	20	17	85.0	21.8	25.0	32.7
Elwood, NE	68937	20	1	5.0	22.3	51.1	80.0
Elyria, NE	68837	3	3	100.0	78.7	85.0	89.3
Emerson, NE	68733	5	5	100.0	26.3	26.5	32.4
Emmet, NE	68734	1	1	100.0	80.3	112.3	123.9
Endicott, NE	68350	1	1	100.0	31.3	59.0	63.3
Ericson, NE	68637	2	2	100.0	67.7	76.5	83.4
Eugene, OR	97408	1	1	100.0	33.0	37.0	38.0
Eustis, NE	69028	4	1	25.0	24.2	51.5	87.5
Ewing, NE	68735	5	5	100.0	50.6	83.9	99.8
Exeter, NE	68351	6	1	16.7	22.4	43.3	49.0
Fairbury, NE	68352	36	36	100.0	30.2	56.5	60.3
Fairfax, SD	57335	1	1	100.0	99.9	109.2	114.7
Fairfield, NE	68938	3	3	100.0	26.0	47.6	73.3
Fairmont, MN	56031	1	1	100.0	28.9	41.6	48.6
Falls City, NE	68355	22	22	100.0	47.6	58.8	65.4
Farnam, NE	69029	2	2	100.0	27.8	47.5	100.1
Farragut, IA	51639	1	1	100.0	45.9	47.3	48.5
Farwell, NE	68838	4	4	100.0	47.1	66.8	70.9
Fordyce, NE	68736	2	2	100.0	48.6	53.7	53.9
Franklin, NE	68939	8	8	100.0	56.7	72.5	86.9

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November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Fremont, NE	68025	217	216	99.5	24.5	27.5	30.9
	68026	7	7	100.0	24.2	27.3	30.7
Friend, NE	68359	18	17	94.4	26.3	38.7	46.3
Fullerton, NE	68638	9	9	100.0	37.5	49.9	58.8
Funk, NE	68940	1	1	100.0	40.4	49.1	78.0
Garland, NE	68360	6	6	100.0	31.1	36.5	44.2
Geneva, NE	68361	31	28	90.3	21.4	43.3	51.1
Genoa, NE	68640	5	5	100.0	23.5	44.4	48.1
Gibbon, NE	68840	36	36	100.0	31.1	46.7	68.9
Gilead, NE	68362	1	1	100.0	40.3	50.0	68.3
Giltner, NE	68841	3	2	66.7	21.5	31.0	74.9
Glenwood, IA	51534	10	2	20.0	22.1	23.6	25.4
Gordon, NE	69343	11	11	100.0	101.9	103.9	104.4
Gothenburg, NE	69138	26	26	100.0	31.8	62.9	97.4
Grand Island, NE	68801	133	117	88.0	22.2	41.3	71.6
	68802	4	4	100.0	22.9	43.9	71.9
	68803	147	130	88.4	22.1	43.7	72.6
Grant, NE	69140	8	8	100.0	80.1	80.1	81.6
Greeley, NE	68842	3	3	100.0	64.0	66.3	71.1
Greenwood, NE	68366	27	26	96.3	22.1	25.7	31.6
Gregory, SD	57533	1	1	100.0	105.5	135.4	139.4
Gresham, NE	68367	2	2	100.0	22.5	30.1	51.7
Griswold, IA	51535	1	1	100.0	33.9	38.6	42.2
Guide Rock, NE	68942	3	3	100.0	36.2	72.8	87.3
Gurley, NE	69141	1	1	100.0	51.4	51.4	64.2
Haigler, NE	69030	1	1	100.0	68.9	82.0	82.0
Hallam, NE	68368	15	5	33.3	21.3	23.6	48.5
Hamburg, IA	51640	3	3	100.0	41.2	42.4	46.1
Hampton, NE	68843	4	1	25.0	24.4	44.7	55.0
Hanover, KS	66945	2	2	100.0	31.8	55.4	55.6
Harlan, IA	51537	1	1	100.0	23.6	44.8	47.7
Harrisburg, NE	69345	1	1	100.0	23.8	66.3	66.4
Harrison, NE	69346	4	4	100.0	55.9	102.8	105.5
Hartington, NE	68739	12	12	100.0	43.6	47.9	49.3
Hay Springs, NE	69347	7	7	100.0	82.2	101.8	104.9
Hayes Center, NE	69032	2	2	100.0	39.5	74.0	115.0
Hazard, NE	68844	1	1	100.0	49.6	57.0	80.3
Heartwell, NE	68945	1	1	100.0	23.0	54.7	68.0
Hebron, NE	68370	12	12	100.0	46.2	48.0	61.8
Hemingford, NE	69348	4	4	100.0	50.6	118.3	118.3
Herman, NE	68029	1	1	100.0	27.9	30.5	34.2
Hershey, NE	69143	11	11	100.0	71.3	75.5	122.8
Hildreth, NE	68947	2	2	100.0	46.5	55.5	86.8
Holbrook, NE	68948	3	3	100.0	35.9	39.1	90.9
Holdrege, NE	68949	43	43	100.0	36.8	55.7	71.6
Holstein, NE	68950	2	2	100.0	23.1	64.3	65.5
Hooper, NE	68031	16	16	100.0	38.0	41.7	43.8
Hordville, NE	68846	1	1	100.0	30.7	48.0	50.2
Howells, NE	68641	7	7	100.0	32.4	38.0	61.7
Hubbell, NE	68375	1	1	100.0	50.6	57.7	73.6

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November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Humboldt, NE	68376	14	14	100.0	45.6	59.4	62.8
Humphrey, NE	68642	2	2	100.0	23.7	24.1	61.4
Hyannis, NE	69350	2	2	100.0	102.3	123.4	123.4
Imogene, IA	51645	1	1	100.0	39.3	40.5	42.5
Imperial, NE	69033	12	12	100.0	61.3	84.5	84.5
Inman, NE	68742	1	1	100.0	64.5	98.9	109.7
Ithaca, NE	68033	6	5	83.3	20.5	26.3	28.0
Jansen, NE	68377	3	1	33.3	21.3	52.2	56.3
Johnson, NE	68378	20	20	100.0	41.4	47.8	53.1
Johnstown, NE	69214	2	2	100.0	129.7	141.4	157.9
Kearney, NE	68845	224	224	100.0	34.4	40.2	81.7
	68847	189	189	100.0	36.2	38.5	79.6
	68848	7	7	100.0	36.2	38.1	80.1
Kenesaw, NE	68956	12	1	8.3	20.4	56.3	60.1
Keystone, NE	69144	3	3	100.0	95.9	98.3	98.3
Kilgore, NE	69216	2	2	100.0	139.9	141.7	142.0
Kimball, NE	69145	22	22	100.0	45.2	54.8	54.9
Larned, KS	67550	1	1	100.0	27.0	53.5	67.4
Laurel, NE	68745	9	9	100.0	35.1	37.7	39.3
Lawrence, NE	68957	4	4	100.0	24.2	60.6	81.4
Le Mars, IA	51031	2	2	100.0	27.9	32.4	33.6
Lebanon, NE	69036	1	1	100.0	27.0	62.8	99.1
Leigh, NE	68643	1	1	100.0	20.2	29.4	65.8
Lemoyne, NE	69146	3	3	100.0	93.8	93.8	103.4
Lewellen, NE	69147	5	5	100.0	84.2	84.2	94.5
Liberty, NE	68381	1	1	100.0	27.3	46.9	63.5
Lincoln, NE	68524	152	11	7.2	21.4	38.6	41.5
	68528	182	4	2.2	20.3	37.4	39.4
Lindsay, NE	68644	2	2	100.0	31.3	34.8	62.3
Lingle, WY	82223	2	2	100.0	44.5	73.2	73.2
Linwood, NE	68036	3	3	100.0	22.3	41.9	47.0
Litchfield, NE	68852	1	1	100.0	52.0	65.6	87.0
Lodgepole, NE	69149	3	3	100.0	53.9	53.9	83.2
Long Pine, NE	69217	8	8	100.0	121.8	126.0	145.9
Loomis, NE	68958	3	3	100.0	25.3	60.6	68.5
Loup City, NE	68853	11	11	100.0	61.1	65.6	80.5
Ludell, KS	67744	1	1	100.0	35.6	97.8	115.0
Lynch, NE	68746	2	2	100.0	85.1	103.0	103.0
Lyons, NE	68038	10	10	100.0	36.1	37.8	42.4
Macedonia, IA	51549	1	1	100.0	23.1	25.2	26.7
Malcolm, NE	68402	22	22	100.0	24.4	39.4	43.5
Malmo, NE	68040	4	4	100.0	30.0	33.9	35.9
Malvern, IA	51551	4	4	100.0	24.4	25.7	29.2
Marquette, NE	68854	3	3	100.0	32.0	39.9	57.2
Marsland, NE	69354	1	1	100.0	49.1	111.9	115.1
Martin, SD	57551	1	1	100.0	100.5	102.9	103.1
Marysville, KS	66508	2	2	100.0	33.4	47.1	47.2
Mason City, NE	68855	1	1	100.0	48.1	73.3	95.4
Maxwell, NE	69151	10	10	100.0	53.5	61.5	119.4
Maywood, NE	69038	8	8	100.0	33.2	50.3	122.3

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November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
McLean, NE	68747	2	2	100.0	25.9	55.9	58.8
Meadow Grove, NE	68752	6	1	16.7	21.0	57.4	74.2
Merna, NE	68856	2	2	100.0	52.0	100.9	102.9
Merriman, NE	69218	5	5	100.0	113.2	122.4	123.0
Milford, NE	68405	47	47	100.0	24.7	30.0	41.8
Milligan, NE	68406	4	4	100.0	28.4	42.1	49.5
Mills, NE	68753	1	1	100.0	119.1	121.6	144.4
Minden, NE	68959	42	42	100.0	33.5	50.1	77.4
Modale, IA	51556	2	2	100.0	20.7	22.4	22.7
Morrill, NE	69358	11	3	27.3	25.8	78.8	78.9
Morse Bluff, NE	68648	1	1	100.0	29.0	36.0	40.0
Mullen, NE	69152	8	8	100.0	116.1	131.2	138.1
Murdock, NE	68407	11	4	36.4	22.2	25.3	30.0
Naper, NE	68755	2	2	100.0	108.1	111.3	126.3
Nebraska City, NE	68410	71	71	100.0	34.2	35.0	37.5
Nehawka, NE	68413	3	3	100.0	24.0	24.3	24.5
Neligh, NE	68756	17	17	100.0	33.4	69.3	87.7
Nelson, NE	68961	6	6	100.0	40.2	56.8	71.6
Nemaha, NE	68414	3	3	100.0	43.9	57.2	60.5
Newcastle, NE	68757	4	4	100.0	31.5	32.7	37.2
Newman Grove, NE	68758	6	6	100.0	34.5	39.2	64.3
Nickerson, NE	68044	3	3	100.0	29.0	32.6	35.1
Niobrara, NE	68760	15	15	100.0	66.1	85.8	86.9
North Bend, NE	68649	7	7	100.0	29.3	36.9	40.6
North Loup, NE	68859	2	2	100.0	67.1	77.3	82.8
North Platte, NE	69101	250	250	100.0	65.1	66.4	131.7
	69103	2	2	100.0	63.5	65.3	130.3
Oakdale, NE	68761	1	1	100.0	28.1	64.1	86.6
Oakland, IA	51560	3	1	33.3	20.5	25.8	31.7
Oakland, NE	68045	3	3	100.0	41.8	43.4	45.1
Oberlin, KS	67749	4	4	100.0	28.9	83.1	100.6
Oconto, NE	68860	5	5	100.0	29.9	83.3	89.5
Odell, NE	68415	9	3	33.3	23.6	54.4	61.6
Odessa, NE	68861	1	1	100.0	26.9	47.4	84.7
Ogallala, NE	69153	45	45	100.0	88.1	88.3	94.2
Onawa, IA	51040	1	1	100.0	36.7	41.3	42.0
Oneill, NE	68763	43	43	100.0	74.0	107.0	115.0
Orchard, NE	68764	2	2	100.0	52.4	86.0	95.1
Ord, NE	68862	21	21	100.0	76.9	80.1	85.4
Orleans, NE	68966	4	4	100.0	48.5	63.4	73.3
Osceola, NE	68651	8	8	100.0	24.7	28.6	59.1
Oshkosh, NE	69154	10	10	100.0	77.5	77.5	81.7
Osmond, NE	68765	3	3	100.0	28.1	63.1	65.3
Otoe, NE	68417	3	3	100.0	25.4	29.0	32.0
Ovid, CO	80744	1	1	100.0	50.2	50.2	89.3
Oxford, NE	68967	3	3	100.0	35.5	56.1	72.6
Page, NE	68766	4	4	100.0	61.2	94.6	102.9
Palisade, NE	69040	2	2	100.0	31.0	80.5	114.5
Palmer, NE	68864	2	2	100.0	43.6	53.3	54.2
Parks, NE	69041	3	3	100.0	60.1	90.1	90.1

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November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Pawnee City, NE	68420	14	14	100.0	39.1	56.1	70.0
Paxton, NE	69155	9	9	100.0	81.3	92.2	103.3
Pe Ell, WA	98572	1	1	100.0	20.9	41.3	42.0
Pender, NE	68047	6	6	100.0	35.7	37.7	40.1
Peru, NE	68421	9	9	100.0	48.5	49.0	50.2
Petersburg, NE	68652	3	3	100.0	39.9	59.1	79.8
Phillips, NE	68865	5	5	100.0	23.1	35.7	71.3
Phillipsburg, KS	67661	1	1	100.0	60.7	74.2	79.9
Pierce, NE	68767	42	2	4.8	21.2	60.5	62.6
Pilger, NE	68768	7	5	71.4	20.6	45.3	55.9
Plainview, NE	68769	12	12	100.0	36.0	70.3	72.6
Pleasant Dale, NE	68423	18	11	61.1	23.0	34.6	41.4
Pleasanton, NE	68866	7	7	100.0	42.7	51.9	80.7
Polk, NE	68654	4	4	100.0	25.9	44.0	55.6
Ponca, NE	68770	25	6	24.0	22.8	24.6	28.1
Potter, NE	69156	3	3	100.0	44.7	44.7	54.2
Prague, NE	68050	5	5	100.0	30.2	34.7	40.0
Randolph, NE	68771	5	5	100.0	25.0	50.1	52.7
Ravenna, NE	68869	20	20	100.0	47.2	52.2	71.3
Raymond, NE	68428	41	32	78.0	23.8	38.3	44.3
Red Cloud, NE	68970	5	5	100.0	39.3	82.1	86.2
Republic, KS	66964	1	1	100.0	63.9	65.5	67.6
Republican City, NE	68971	2	2	100.0	59.3	67.2	76.5
Reynolds, NE	68429	1	1	100.0	41.6	57.0	70.7
Rising City, NE	68658	8	1	12.5	21.0	39.1	54.9
Riverton, IA	51650	1	1	100.0	45.4	46.7	48.9
Rockville, NE	68871	3	3	100.0	51.5	61.0	72.2
Rogers, NE	68659	1	1	100.0	21.8	43.2	47.4
Royal, NE	68773	3	3	100.0	47.3	80.6	88.7
Rushville, NE	69360	4	4	100.0	93.4	99.4	101.6
Saint Edward, NE	68660	4	4	100.0	32.8	45.2	56.1
Saint Helena, NE	68774	2	2	100.0	56.6	57.8	58.8
Saint Libory, NE	68872	5	5	100.0	32.9	49.6	65.0
Saint Paul, NE	68873	33	33	100.0	42.3	59.3	64.2
Sargent, NE	68874	9	9	100.0	67.7	94.9	106.3
Saronville, NE	68975	1	1	100.0	23.5	30.9	69.8
Scotia, NE	68875	1	1	100.0	63.5	73.3	81.2
Scribner, NE	68057	11	11	100.0	41.8	46.7	49.7
Sedgwick, CO	80749	1	1	100.0	46.2	46.2	85.8
Seneca, NE	69161	1	1	100.0	109.2	130.1	149.7
Seward, NE	68434	117	117	100.0	28.8	33.6	41.6
Shelby, NE	68662	8	4	50.0	20.7	30.3	58.4
Sheldon, IA	51201	1	1	100.0	36.8	38.0	45.3
Shelton, NE	68876	12	12	100.0	25.4	53.5	62.2
Shenandoah, IA	51601	1	1	100.0	49.2	49.3	50.4
Shickley, NE	68436	5	5	100.0	32.2	42.4	53.8
Shubert, NE	68437	5	5	100.0	43.4	58.8	60.6
Sidney, IA	51652	1	1	100.0	36.7	38.0	40.4
Sidney, NE	69162	57	57	100.0	40.0	40.0	70.6
Silver Creek, NE	68663	5	5	100.0	25.5	36.1	53.3

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November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Sioux Center, IA	51250	1	1	100.0	41.7	47.0	47.4
Smithland, IA	51056	1	1	100.0	32.8	37.3	39.5
Snyder, NE	68664	2	2	100.0	40.5	47.9	52.7
Spalding, NE	68665	2	2	100.0	58.4	60.2	75.4
Spencer, NE	68777	5	5	100.0	96.1	106.3	109.1
Spotsylvania, VA	22553	1	1	100.0	35.4	37.2	39.1
Springfield, SD	57062	2	2	100.0	68.5	83.0	83.1
Springview, NE	68778	7	7	100.0	128.6	132.4	145.7
Staplehurst, NE	68439	5	5	100.0	28.8	33.8	41.7
Stapleton, NE	69163	13	13	100.0	74.1	88.2	128.8
Steinauer, NE	68441	5	5	100.0	30.0	47.3	64.5
Stella, NE	68442	3	3	100.0	49.5	52.7	64.2
Sterling, NE	68443	27	27	100.0	26.7	28.9	50.5
Strang, NE	68444	2	2	100.0	29.3	46.7	48.1
Stratton, NE	69043	3	3	100.0	33.0	93.8	113.8
Stromsburg, NE	68666	5	3	60.0	20.4	32.9	63.3
Stuart, NE	68780	2	2	100.0	98.4	127.0	132.2
Sumner, NE	68878	3	3	100.0	24.3	68.2	88.4
Superior, NE	68978	6	6	100.0	48.4	65.6	75.4
Susanville, CA	96130	1	1	100.0	78.8	81.5	84.8
Sutherland, NE	69165	23	23	100.0	74.5	81.5	115.7
Sutton, NE	68979	16	16	100.0	27.3	29.3	65.6
Swanton, NE	68445	3	3	100.0	20.8	43.9	51.2
Syracuse, NE	68446	52	52	100.0	25.2	34.2	38.1
Table Rock, NE	68447	8	8	100.0	37.7	54.9	66.7
Tabor, IA	51653	1	1	100.0	27.9	29.4	31.1
Talmage, NE	68448	6	6	100.0	38.8	43.9	44.3
Taylor, NE	68879	3	3	100.0	77.1	103.9	107.4
Tecumseh, NE	68450	93	93	100.0	31.2	42.3	54.5
Tekamah, NE	68061	10	10	100.0	34.1	35.2	37.8
Theadford, NE	69166	3	3	100.0	97.5	123.7	149.0
Thurston, NE	68062	1	1	100.0	30.0	31.5	35.7
Tilden, NE	68781	10	9	90.0	21.2	55.6	81.6
Tobias, NE	68453	3	3	100.0	35.0	36.2	49.5
Torrington, WY	82240	5	5	100.0	34.5	74.7	74.7
Trenton, MO	64683	1	1	100.0	22.5	52.0	56.9
Trenton, NE	69044	4	4	100.0	22.1	85.1	122.3
Tryon, NE	69167	3	3	100.0	97.1	100.8	135.5
Ulysses, NE	68669	1	1	100.0	28.0	34.1	47.5
Unadilla, NE	68454	10	1	10.0	21.8	35.6	41.2
Union, NE	68455	3	3	100.0	22.6	23.5	27.1
Upland, NE	68981	1	1	100.0	42.6	61.5	82.1
Valentine, NE	69201	34	34	100.0	155.5	159.7	160.5
Valparaiso, NE	68065	22	22	100.0	31.4	36.6	41.8
Venango, NE	69168	1	1	100.0	63.1	63.1	87.7
Verdigre, NE	68783	10	10	100.0	62.3	87.2	89.6
Verdon, NE	68457	3	3	100.0	49.1	57.0	64.0
Vermillion, SD	57069	2	2	100.0	40.4	42.6	46.9
Wahoo, NE	68066	47	47	100.0	25.8	26.7	31.1
Wakefield, NE	68784	1	1	100.0	32.8	33.1	38.8

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Continued on next page...

November 29, 2022

EyeMed Insight + WM Opticians

Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

Employee / Provider Groups

Rural Employees

¹ The Access Standard is defined as (Rural Employees) employees accessing:

1 (EyeMed Insight + WM Opticians) provider in 20 miles

Access Detail By Zip Code

Employees Without Access							
City	Zip Code	Employee	Without Access ¹		Average Distance		
		#	#	%	1	2	3
Wallace, NE	69169	3	3	100.0	56.7	76.2	109.4
Walthill, NE	68067	1	1	100.0	23.6	23.9	29.1
Wauneta, NE	69045	9	9	100.0	45.4	91.1	100.1
Wausa, NE	68786	6	6	100.0	35.3	58.5	61.3
Waverly, NE	68462	83	2	2.4	20.4	26.7	33.5
Wayne, NE	68787	21	21	100.0	32.8	40.6	41.0
Weeping Water, NE	68463	11	4	36.4	21.4	23.2	23.8
Wellfleet, NE	69170	3	3	100.0	43.0	55.9	126.3
West Point, NE	68788	30	30	100.0	43.3	48.4	49.4
Western, NE	68464	2	2	100.0	27.7	43.9	46.9
Westerville, NE	68881	1	1	100.0	53.5	85.6	103.5
Wheatland, WY	82201	1	1	100.0	63.7	63.7	66.7
White Cloud, KS	66094	1	1	100.0	44.9	50.3	58.8
Whitney, NE	69367	3	3	100.0	67.7	90.6	93.8
Wilber, NE	68465	41	41	100.0	23.4	33.9	48.5
Wilcox, NE	68982	4	4	100.0	48.7	50.6	79.3
Winnetoon, NE	68789	3	3	100.0	54.3	81.7	84.1
Winside, NE	68790	4	4	100.0	23.4	49.2	49.7
Wisner, NE	68791	11	11	100.0	27.9	48.4	50.8
Wolbach, NE	68882	4	4	100.0	54.2	56.8	67.8
Wood Lake, NE	69221	1	1	100.0	135.5	151.6	160.5
Wood River, NE	68883	10	8	80.0	25.0	54.6	61.1
Wymore, NE	68466	24	4	16.7	22.4	49.3	60.1
Wynot, NE	68792	1	1	100.0	46.9	47.9	52.0
Yankton, SD	57078	4	4	100.0	61.0	62.6	62.9
Grand Totals		5,231	4,355	83.3	42.1	54.2	72.1

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Access Analysis

EMI+WM/R - OPT -1 Provider within 20 Miles

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RFP Memo

If selected as the carrier, we will work with the State of Nebraska to develop a contract that is mutually agreeable to both parties. We have the following comments and suggestions regarding the language in the RFP. As part of any contract, the terms and conditions can be worked out and be part of the written contract. Underlines indicate insertions.

It is our plan to duplicate the current benefit schedule and major benefit provisions to the extent of our contractual regulatory filings and administrative capabilities. It is not our intent to match the incumbent carrier's contract language.

Notwithstanding anything previously stated to the contrary, we reserve the right to review and negotiate all contract terms.

Definitions:

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

II. Terms and Conditions

A. GENERAL

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

1. Policy Documents
2. Request for Proposal and Addenda;
3. Amendments to the solicitation;
4. Questions and Answers;
5. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
6. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

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



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

G. CHANGE ORDERS OR SUBSTITUTIONS

- Notwithstanding anything previously stated to the contrary, this section shall not apply to the premium claims adjudication claims determination and/or other acts arising out of the terms of the policy documents.

H. VENDOR PERFORMANCE REPORT(S)

- Notwithstanding anything previously stated to the contrary this section shall not apply to the premium claims adjudication claims determination and/or other acts arising out of the terms of the policy documents.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

- Notwithstanding anything previously stated to the contrary this section shall not apply to the premium, claims adjudication, claims determination and/or other acts arising out of the terms of the policy documents.

J. BREACH

- Notwithstanding anything previously stated to the contrary this section shall not apply to the premium, claims adjudication, claims determination and/or other acts arising out of the terms of the policy documents.

T. EARLY TERMINATION

- Notwithstanding anything previously stated to the contrary this section shall not apply to the policy documents that include: premium payment claims adjudication claims determination and/or other derivative actions.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

- Carrier cannot agree to transfer rights title or interest in its proprietary work. By way of example but not limitation Carrier policies rates rating methodologies fulfillment materials reporting mechanisms, and information technology are solely the property of Carrier. In addition, many documents including without limitation claim files are confidential; Carrier must comply with both federal and state privacy regulations that prohibit the sharing of an insured's non-public personal information which includes the contents of claim files without permission of the insured.
Carrier can agree that documents, records, reports and data provided by the policyholder to Carrier and used by Carrier to develop the proposal are the property of policyholder. Employee files records and information which are confidential privileged or not to be disclosed due to state or federal laws are considered to be the property of Carrier and the employee and will be provided to the policyholder only with the consent of the employee or a beneficiary.



P. WARRANTY

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. ~~For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.~~

- Notwithstanding anything previously stated to the contrary, the stricken portion does not apply to the business of insurance and should be precluded.

III. Contractor Duties

G. INSURANCE REQUIREMENTS

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within (one) (1) 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 (one) (1) 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.

4. WORKERS' COMPENSATION INSURANCE

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

5. 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 ~~include cover all~~ Owned, Non-owned, and Hired vehicles.



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



“Commercial General Liability & Commercial Automobile Liability policies shall ~~include name~~ the State of Nebraska as an Additional Insured and the commercial general liability and auto liability policies. Commercial general liability shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured.”

6. 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:

State of Nebraska
 State Purchasing Bureau
 Attn: Connie Heinrichs
 RFP #: 6729 Z1

Email: connie.heinrichs@nebraska.gov

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 certificate of insurance coverage binder shall be submitted immediately to ensure no break in coverage.

IV. PAYMENT

D. INSPECTION AND APPROVAL

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 made upon no less than thirty (30) days notice and subject to any necessary confidentiality orders.



j. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the contractor 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.
- However, notwithstanding anything previously stated to the contrary, a "Subcontractor" or a "Subcontract" does not include contracts or entities under contract with the Seller as of the effective date of this Contract or entities that will not perform work exclusively for this Contract or the affiliates of Seller.

Dearborn Financials

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Redacted