

A Technical Proposal

State of Nebraska

RFP Number 6729Z1 UHC Vision

Due on: December 2nd, 2022

Effective Date: 7/1/2023





Technical Proposal

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Experience, innovation and the simplicity of a single solution.

It's what sets us apart from other carriers.



Experience

One experienced account team providing streamlined benefit administration.



Innovation

Innovative strategies to drive market-leading performance.



Simplicity

A simpler experience for **State of Nebraska** employees and their families.

We look forward to discussing our proposal with you.

UnitedHealthcare Plan Integration



Streamlined administration

- One carrier to manage your benefits together.
- One dedicated account team.
- Simplified online administration tools

Simpler member experience

- One website
- Mobile app integration
- Simplified calls and claims
- Enterprise Medical Records are used to help accelerate claims decisions.

Seamless transition

- Enrollment support.
- Strategic implementation approach.
- Ongoing group support.



The power of a united strategy

UnitedHealthcare integrated solutions: Connecting care across one common clinical platform – designed for better health.



Lower costs

Helping achieve cost savings through better health outcomes, fewer duplications and smarter products



Better health

Helping identify opportunities to personalize care across all benefits, drive better health choices and mitigate health risks



Simpler experiences

Making it easier for employees to enjoy seamless care and for employers to benefit from streamlined administration with a single carrier

UnitedHealthcare Plan Integration



The eyes-body connection

23

chronic conditions can be identified through eye exams:¹

- Cancer
- Crohn's disease
- Diabetes
- High cholesterol
- Juvenile rheumatoid arthritis
- Multiple sclerosis

Clinical Integration: Bridging health and vision care with data to inspire healthier lifestyles and help drive engagement.

57% of members with a chronic condition re-engaged in care after an eye exam and many new cases were discovered.⁵

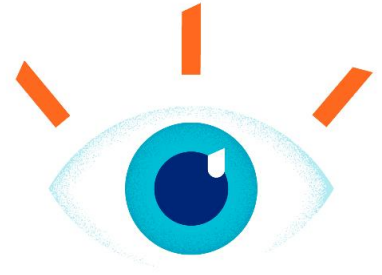
34% of new diabetes cases

63% of new high cholesterol cases

Members are 4x more likely to get an eye exam than a physical.*

¹Spectera Eyecare Networks as of August 2018 ⁵Chous, Linda M, O.D. "Eye Exam Impacts on Re-engagement for Chronic Conditions" 2015. * New eye-opening evidence links vision benefits to healthier vision behavior. National Association of Vision Care Plans, Sept. 2016.

UnitedHealthcare Vision



Help employees create their ideal experience

Employees have the flexibility and freedom to get care wherever they want by choosing from online, retail and private providers such as 1-800-CONTACTS, LensCrafters, Walmart, Warby Parker and more.

Connect employees to needed care

Pregnant women and children may experience frequent vision changes. Boost your benefits with additional coverage for:

- A second eye exam each plan year for just the copay
- A new pair of glasses (frames and lenses) for just the copay if the prescription changes 0.5 diopter* or greater in a plan year

Put employees in control of their health



Through our eye exams, we track and monitor 23 chronic health conditions, connecting employees to integrated care that goes beyond vision and helps them improve their overall health while minimizing costs.

130,000 access points¹

57 years of industry experience²

75% member growth in 5 years³

98% network utilization⁴

57% of members with a chronic condition re-engaged in care after an eye exam

Retail, private practice and online: They're all here

- Our network features 48 of the top 50 national retailers⁵
- Even with a vision plan, the out-of-pocket expense for eyeglasses varies widely

Lower cost		Higher cost	
<\$200	\$200–\$300	\$300–\$500	>\$500
WARBY PARKER 1800 contacts [®]	 sam's club 	 UHCONTACTS.COM	 For Eyes PRIVATE PRACTICES LENS CRAFTERS [®] PEARLE OOVISION [®]

¹ UnitedHealthcare Vision network as of January, 2022. ² UnitedHealthcare members/subscribers as of March 2021. ³ Comparing December 2015 book of business membership/subscribers to December 2020. ⁴ UnitedHealthcare utilization report, 2021. ⁵ As ranked by Vision Monday, May 2019. Always consult the directory to confirm participation.

The Next Step to Integration at UnitedHealthcare is with Vision Products

On behalf of UnitedHealthcare National Accounts, we want to thank you for inviting us to respond to this RFP. We are committed to providing the right people, products and services to achieve the triple aim — cost, quality, and team member experience through a consumer-centric and personalized approach that actively steers consumers towards high-quality, cost-effective providers and provides high-touch consumer advocacy focused on the health care activities which drive the greatest cost impact for those consumers.

By choosing UnitedHealthcare for vision we can integrate data for a better picture into the health of your employees. We can predict trends in your employee's health and wellness. We can identify which of your employees are at risk. We will provide clinical guidance and support to high-risk members. By bridging the data, we motivate healthier and help drive engagement.



Our proposal combines quality product, integrated solutions and aggressive financials.

Every decision UnitedHealthcare makes is to drive to the lowest cost for plan sponsors, better health for members, and a better experience for everyone involved in the patients' total health care management.

Thank you for the opportunity to demonstrate why UnitedHealthcare is the right partner to provide vision benefits (along with medical, pharmacy, well-being, short- and long-term disability benefits) to the State of Nebraska teammates and their families. We stand ready to offer the full spectrum and scale of our products, capabilities, and most importantly, our people, to the State of Nebraska.





Thank You

United
Healthcare®

NEBRASKA
DEPT. OF ADMINISTRATIVE SERVICES

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 workplace.


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:	UnitedHealthcare Insurance Company
COMPLETE ADDRESS:	185 Asylum St., Hartford, CT 06103
TELEPHONE NUMBER:	317-715-7918
FAX NUMBER:	N/A
DATE:	12/02/2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Jeremy M Schoettle – CFO – UHC Specialty Benefits

BIDDER IDENTIFICATION AND INFORMATION

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

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

While our experience as a provider of vision benefits dates to 1964, when our legacy vision company, Spectera Inc., was founded, our fully insured vision products are now underwritten by UnitedHealthcare Insurance Company, and plans in Nebraska were first submitted for approval in 2002-2003.



BIDDER IDENTIFICATION AND INFORMATION

TRADEMARKS AND SERVICE MARKS

UnitedHealth Group® and UnitedHealthcare® are registered trademarks of UnitedHealth Group Incorporated. Optum® is a registered trademark of Optum, Inc. All other trademarks, service marks, names, logos and brands are property of their respective owners. Use of third-party trademarks, service marks, names, logos and/or brands is for identification purposes only and does not imply endorsement, affiliation or sponsorship.



FINANCIAL RATINGS

We have provided the most current financial strength ratings from Moody's, Standard & Poor's, Fitch and A.M. Best Company ratings services for UnitedHealthcare Insurance Company in the chart below.

UnitedHealthcare Insurance Company				
	Standard & Poor's	Moody's	Fitch	A.M. Best
Rating	AA-	A1	AA-	A+
Description	Very strong	Investment grade	Very strong	Excellent
Effective Date (Last Update)	1/8/21	6/21/22	5/12/21	12/9/21



FINANCIAL RATINGS

TRADEMARKS AND SERVICE MARKS

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c. **CHANGE OF OWNERSHIP**

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

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

d. **OFFICE LOCATION**

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

The person with overall responsibility for your account is your Strategic Account Executive (SAE), Jelena Edwards.

Jelena Edwards office address is:

**1600 McConnor Pkwy, Mail Route IL043-1000,
Schaumburg, IL 60173.**

e. **RELATIONSHIPS WITH THE STATE**

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

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

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

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

89546 04 Effective 7/1/20 to 6/30/23 State Employee Medical and Pharmacy Administration

84958 04 Effective 7/1/19-6/30/21 Short Term and Long Term Disability

84958 04 Effective 7/1/21-6/1/23 Short Term and Long Term Disability

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

71163 04 Effective 1/1/17 to 12/31/23 - Medicaid

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past 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, we are not aware of any such relationship existing at this time.

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

To the best of our knowledge, we are not aware of any such relationship existing at this time.

g. CONTRACT PERFORMANCE

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

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

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

To the best of our knowledge, we have not had a customer terminate a contract for cause within the past three years. We have, however, had customers terminate their contracts for numerous reasons, including internal business changes, acquisitions, competitive pressure, network and price.

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

This information is considered proprietary and can be found in the PROPRIETARY folder provided.

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

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this 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.

This information is considered proprietary and can be found in the PROPRIETARY folder provided.

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.

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

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

A. PROJECT OVERVIEW

The State of Nebraska ("the State"), through Administrative Services, provides State employees access to a Vision Insurance plan. 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 State's objectives are to:

1. Provide a vision plan with competitive premiums.
2. Sustain employee enrollment with the Vision Insurance program.
3. Provide access to participating vision providers

Confirmed.

B. PROJECT REQUIREMENTS

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

1.	Describe how the bidder's plan design will include both the Basic Plan and Premium Plan.
	Response: Please see the attached benefit proposal in the cost proposal folder.

2.	Provide complete administrative, fiduciary, and support services for the vision plans.
	Response: Benefit administration is easy and efficient at our customer website, EmployerServices.com. Employer eServices utilizes simple web browser technology to provide a single interface for all your benefit administration needs. The site eliminates manual processes and provides access to the most current eligibility and benefit data. The account management team (AMT) is your point of contact for all aspects of administration, claims, underwriting, contracts, eligibility, billing and reporting, and works to ensure that all of your needs are met. During your implementation, the AMT coordinates the process throughout all areas of UnitedHealthcare to ensure a smooth transition. We are the claim fiduciary for fully insured plans and are responsible for final benefits determination under the plan. However, we are not a plan fiduciary as defined under ERISA and will not be the named fiduciary for the program. The claim fiduciary is responsible for the final decision concerning whether benefits are to be paid under the terms of the plan. If benefits are denied, the claim fiduciary is responsible for providing the required appeal process for claimants. The claim fiduciary has the responsibility to act prudently in the best interest of participants, in accordance with the plan documents. The claim fiduciary procedure for reviewing denied claims will be in compliance with the plan, which must comply with applicable regulations. Through regular performance assessments, we ensure plans are meeting your business and financial objectives, and we partner with you to address trend, improve member engagement, maximize the efficiency and effectiveness of your program and propose solutions as new needs emerge.

3.	Administer the plans in compliance with the insurance laws of the State of Nebraska. Link to the Department of Insurance: https://doi.nebraska.gov/
	Response: We confirm that our organization is currently operating in material compliance with all relevant federal and state laws and regulations relating to the services we are proposing.

4.	Customer Service and Communication to Members:
a.	Design materials to communicate the vision insurance program to employees.
	Response: We provide several types of initial and ongoing communication materials including the following: <ul style="list-style-type: none"> ■ Enrollment - We provide a variety of communication materials designed to inform your employees about features and benefits of their benefit plans. ■ In addition to traditional enrollment communications, we offer short, plan-specific audio-visual benefit presentations, accessible to employees and their dependents at a secure website 24 hours a day from any computer.

	<ul style="list-style-type: none"> ■ New Member - We provide a COC and a welcome package that describes the plan and how to locate a provider, check eligibility and plan details and how to access their benefits. ■ Wellness Education - We provide articles, videos and webinars on a variety of topics related to vision health. <p>Many of these materials are available in print, as well as electronically for posting to your company intranet site.</p>
b.	<p>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: Confirmed. A general toll-free customer service number will be provided to your members. Advocates are available to assist members Monday through Friday, from 7 a.m. to 10 p.m. CT and Saturday, from 8 a.m. to 5:30 p.m. CT.</p> <p>Our IVR system and website provide members with access to information about their benefits 24 hours a day, seven days a week. Members may use these resources to verify eligibility, access benefit information, and locate a participating provider.</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: We provide a welcome package as part of our new member communication materials.</p> <p>Once an employee becomes a member, we provide a COC. In addition, the welcome package describes the plan and how to locate a provider, check eligibility and plan details and access benefits. We mail ID cards to members' homes within 10 days of receiving, validating and loading eligibility information.</p> <p>We also provide communication materials during the enrollment process designed to inform your employees about the importance and features of their benefit plans. Materials are available in print, as well as electronically for posting to your company's intranet site.</p> <p>In addition to traditional enrollment communications, we offer short, plan-specific audio-visual benefit presentations, accessible to employees and their dependents at a secure website 24 hours a day from any computer. No special software or technical knowledge is necessary. We provide you with a link and a scan code that you can embed into emails for your employees or place on your company enrollment site. These presentations can even be accessed by employees on-the-go using a mobile device with scanning capabilities. Important communication materials can be attached to the presentation for easy reference by employees.</p> <p>A member can log into our website to print an ID card personalized with his or her name, ID number and benefit copayments and frequency. The card also contains instructions for the provider about the process to verify eligibility for service and plan details.</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: The SCE would provide information to the customer's benefits staff for posting on their intranet site and/or distribution to their employees,</p>

5.	Advise and assist the State in the preparation of forms and other documentation necessary to fulfill reporting and disclose requirements.
	<p>All communication materials shall be provided in an electronic format.</p> <p>Response:</p> <p>For customers with more than 100 enrollees, we prepare the 5500 form in accordance with our contract and in compliance with relevant laws and regulations. Our typical turnaround time is within 120 days of the policy anniversary, with many being completed prior to that. We send the completed form to the customer, broker or both.</p> <p>a. We provide communication materials to you in electronic format for posting to your intranet site(s) or printed format, according to your needs. We generally mail printed materials to your office at no extra charge.</p> <p>We can also accommodate requests to mail communication materials to employees' home addresses. We look forward to the opportunity to further discuss your specific needs, along with any potential cost.</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:</p> <p>We typically deliver plan documents within 60 days after the customer signs off on their selected benefit elections.</p> <p>For a minimal cost, we can customize the cover page of the COC with your logo. We are unable to customize any non-variable content or non-variable benefits information since that language has been filed with and approved by the appropriate regulatory body.</p>
7.	<p>On-site meetings:</p> <p>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:</p> <p>We can attend onsite or virtual meetings based on the State of Nebraska's preference.</p> <p>Due to the COVID-19 pandemic – and in alignment with our commitment to everyone's safety and well-being – we currently conduct open enrollment meetings using virtual support resources. Options include live webcast presentations, online communications and virtual benefit fairs. These virtual meetings are generally held nine to 12 weeks before the plan effective date.</p> <p>a. We offer the following approaches at no additional cost:</p> <ul style="list-style-type: none"> ■ Teleconferences including question and answer sessions ■ Live webcasts ■ Articles for newsletters ■ Email communications ■ Train-the-trainer sessions for your benefit professionals and managers <p>Our fees include sending enrollment materials to a customer location before your open enrollment period begins. Two weeks after the enrollment meeting, the open-enrollment period ends.</p>

b.	<p>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: We can attend onsite or virtual meetings based on the State of Nebraska's preference.</p>

8.	Network of Providers:
a.	<p>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: Our large national network offers members choice, convenience and fast service. The network includes a balanced mix of small independent practices and large recognizable retail chains/brands with a variety of convenient evening and weekend hours and styles of practice. On average, 98 percent of members in major markets have access to at least one provider within two miles of their homes and more than more than 98 percent of members choose a network provider for their eye care needs.</p> <p>The following provide an overview of the size and composition of our network:</p> <ul style="list-style-type: none"> ■ 132,668 access points (most locations also employ at least one optician) ■ 92 percent optometrists; 8 percent ophthalmologists ■ 48 percent private practice locations; 52 percent retail locations ■ Specialty online retailers and all the major retail chains, as ranked by <i>Vision Monday</i>, June 2021 ■ Members can use their in-network benefits online at warbyparker.com, GlassesUSA.com, uhccontacts.com, 1800Contacts.com and Befitting.com <p>We fully own and operate the provider network through direct contracts with private practice doctors and retail optical providers.</p> <p>In Washington and Oregon, we also accept network participation from providers via a network lease partnership. The providers are contracted directly with our leased network partner and agree to comply with the terms of our network participation.</p>

Which major optical chain stores participate in your network?

Response:

While all of the chains listed below are in our network, certain locations within a chain may not be. You and your employees can search for nearby locations at myuhcvision.com.

Retail Chain List		
1-800 Contacts	GlassesUSA.com	Shopko
20/20 Vision Center	Henry Ford OptimEyes	Site for Sore Eyes
3 Guys Optical	Herslof Opticians	Standard Optical
ABBA Eye Care	Horizon Eye Care	Stanton Optical
All About Eyes	Houston Eye Associates	Sterling Optical
Allegany Eyecare	JC Penney Optical	SVS Vision
America's Best	LensCrafters	Target Optical
Bard Optical	Look Optical	Texas State Optical
Befitting	Louisville Optometric	The Eye Gallery
Berkeley Eye Center	Marietta Eye Clinic	The Hour Glass
Boscov's Optical	Midwest Eye Consultants	Today's Vision
Clarkson Eyecare	Midwest Vision Centers	US Vision
Cohen's Fashion Optical	MyEyeDr.	Virginia Eye Institute
Costco Optical	National Vision	Vision Source
Crown Vision Center	Nationwide Vision	Vision4Less
Dr. Tavel Family Eye Care	One Hour Optical	Visionmart Express
Eye Boutique	Optical Shop at Meijer	Visionmart
Eye Doctors Optical Outlets	Optyx	Visionworks
EyeCare Associates	Pearle Vision	Vista Optical
Eyecarecenter	Real Optics	Walmart
Eyeglass World	Rosin Eyecare	Warby Parker
EyeMart Express	RX Optical	Wisconsin Vision
Eyetique	Sam's Club	Wise Eyes Optical
For Eyes	See Inc	
General Vision Services	Shawnee Optical	

b.

c.	<p>How do members access information regarding participating providers?</p> <p>Response: Members can find a provider and access provider information at our member website, myuhcvision.com or by calling customer service.</p>
d.	<p>Does your network include online providers?</p> <p>Response: We do not currently offer a telehealth solution for vision that would allow a member to receive an eye exam virtually from their home, as there are not yet FDA-approved solutions for full online or virtual exams that incorporate all of our standards of care.</p> <p>Some network providers may, however, offer a service where a member can go into an office where a technician would help perform the exam, and a licensed Optometrist or MD would review the images through a virtual device. These exams are covered in the same way as an in-person exam when they meet our standards of care.</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" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="width: 30%;">Provider Type</th> <th style="width: 30%;">Urban/ Suburban Access Standard</th> <th style="width: 30%;">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> <p>Response:</p>	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
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											

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: See attached GeoAccess Report in Proprietary Folder</p>
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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	7,835	7	2 Optometrists within 20 miles	6,037	2,900
1 Ophthalmologist within 10 miles	7,685	157	1 Ophthalmologist within 20 miles	2,322	6,615
1 Other Specialist within 10 miles	N/A	N/A	1 Other Specialist within 20 miles	N/A	N/A

***Ophthalmologists are our only vision specialists.**

11.	Provide your provider turnover percentages for calendar years 2021 and 2022. Breakdown your providers by category, and calculate turnover percentages for each category.
	Response: 2021: OD turnover was 5.38 percent. MD turnover was 14.05 percent. 2022 YTD thru October: OD turnover was 0.5 percent. MD turnover was 1.1 percent.

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	X	100%
b.	Review malpractice coverage and history	X	100%
c.	Require full disclosure of current litigation	X	100%
d.	Require signed application & agreement	X	100%
e.	Require current DEA registration	X	100%
f.	Review adherence to state & community practice standards		Not applicable.
g.	Onsite review of office location		Not applicable.
h.	Review hours of operation and capacity	X	100%
i.	Board eligibility	X	100%
j.	Review practice patterns and utilization results		Not applicable.

13.	What is your firm's current book-of-business in-network utilization percentage?
	Response: In 2021, our in-network percentage was 98.36 percent.

14.	Describe your relationship with optical laboratories.
	Response: We have entered into a partnership with Essilor Labs of America to provide optical laboratory services to our providers. Essilor is driven by the ambition to improve lives by improving sight, while supporting health care professionals and patients with the best possible products and service levels. They continue to develop and enhance their solutions to meet the current and future demands of the highly dynamic optical market because they understand that continuous innovation to improve service platforms is critical to the success of their customers. Essilor has invested in optical labs in the United States since the early 1990s, offering generations of expertise and cutting-edge lab technology to handle all prescription orders and a wide range of products, including today's latest technological advances. They currently operate the country's largest and most trusted optical lab network, and our partnership with them enables us to offer our providers a choice of more than 47 labs that produce on average more than 14.5 million pairs of glasses each year. We are committed to getting jobs right the first time, from classic single vision to unique and highly complex jobs, while maintaining industry-leading service times.

15.	Laser surgery (Lasik):
a.	<p>Describe your relationship with Lasik providers.</p> <p>Response: Our vision plan provides discounts for laser vision correction with no up-front charges. Our members have access to QualSight LASIK, the largest LASIK manager in the United States. QualSight offers:</p> <ul style="list-style-type: none"> ■ A network of more than 900 locations nationwide of credentialed ophthalmologists ■ Participants' savings represent up to 35 percent off the overall national average price of LASIK ■ Contracted prices start at \$945 per eye for Traditional LASIK and \$1,449 per eye for Custom LASIK ■ Significant savings are also provided on newer technologies such as Custom Bladeless (all laser) LASIK ■ Assigned one-on-one QualSight care manager to provide assistance throughout the laser vision correction process
b.	<p>Do you offer a discount arrangement for laser surgery to correct vision deficiencies? If so, provide details.</p> <p>Response: Yes. Our members can obtain refractive services (i.e., consultation, pre-operative exam, laser correction surgery and comprehensive post-operative care) at discounted prices through QualSight LASIK.</p>
16.	Frames, Lens and/or Contacts:
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: Confirmed. Members are free to receive an exam from one network provider and materials from a different network provider. To ensure convenient access for our members, we maintain a majority of network providers that offer both exam and dispensing at the same location.</p>
b.	<p>Does your organization use frame towers or otherwise limit members to a certain selection of frames?</p> <p>Response: No. We do not limit members to a frame selection. Members may choose any frame available in the market. At network locations, any frame whose retail price is lower than or equal to the plan's frame allowance will be covered in full after the materials copayment (when applicable).</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: Yes. At most network provider locations, members receive a 20 percent discount on an additional pair of glasses, contact lenses, sun wear or protective eyewear. This is not an insured benefit, but rather a materials discount program between members and participating network providers. In some cases, at the provider's discretion, the member may receive a discount deeper than 20 percent.</p> <p>The discount is extended to the member at the point of sale, and there are no claim forms or reimbursement forms to complete. Members are responsible for all charges at the time of purchase and should contact their providers in advance of service to confirm participation and to determine the discount offered.</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: The plan covers an exam and either a pair of glasses or a supply of contact lenses. At most network locations members may receive a discount of up to 20 percent if they choose to purchase additional materials. This discount may be used to purchase sunglasses, protective eyewear or additional contacts.</p>
e.	<p>On average, what percentage of frames sold by participating providers fall within your fully covered frame allowance?</p> <p>Response: Due to the constant fluctuation of frame offerings, we do not track the actual number or percentage of all frames on the market today that are covered by our allowance; however, the structure of our frame benefit enables a member to control his or her out-of-pocket expenses by knowing in advance exactly how much he or she can spend for covered-in-full frames.</p>
f.	<p>Describe your approach to coverage for contact lenses.</p> <p>Response: Members may choose to purchase contact lenses in lieu of eyeglasses.</p> <p>Our contact lens benefit includes two separate allowances with no copayments. One allowance is for the cost of the fitting/evaluation, and the other is applied to the purchase of any brand or type of contact lenses the member chooses. Members are simply responsible for any overages incurred beyond the allowance amount.</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. Members have access to use their in-network benefits online at warbyparker.com/united, GlassesUSA.com/uhc, befitting.com/uhc, 1800Contacts.com, uhcglasses.com and uhccontacts.com. When used online, benefits are applied to the member's account, so any out-of-pocket costs are calculated automatically.</p> <p>Warby Parker offers designer-quality prescription eyewear at affordable prices, online and at any of their stores nationwide. Warby Parker offers UnitedHealthcare vision members unique package opportunities for eyeglasses and prescription sunglasses starting at just \$95. When a member pays their materials copayment (usually \$25 or less), they'll get Warby Parker lenses at no additional cost—single-vision or progressive, standard or high-index, optical or sun. All Warby Parker lenses include 100 percent UV protection and scratch-resistant coatings and their optical lenses come with anti-reflective and smudge-resistant treatments.</p> <p>GlassesUSA.com is the largest online eyewear retailer in the US with thousands of frames to choose from, including designer brands. GlassesUSA.com offers state-of-the-art lens solutions that cover all prescription requirements for glasses and sunglasses. All glasses purchased on GlassesUSA.com include scratch resistant, anti-reflective and UV lens coatings at no additional cost.</p> <p>1800Contacts offers an easy way to order contacts online, with free exchanges.</p> <p>Befitting offers a one-stop shop for all prescription eyewear needs including single and progressive lenses and advanced blue light blocking lenses. UnitedHealthcare vision members can purchase eyewear from befitting.com/uhc, using their vision benefits.</p> <p>We also offer two convenient, online options for members to order what they need, quickly and easily with uhcglasses.com and uhccontacts.com.</p>

	<ul style="list-style-type: none"> ■ uhcontacts.com features all major brands, including Acuvue®, Bausch & Lomb and Biofinity®, offers a 10 percent discount off any order and provides free shipping on orders of \$99 or more. ■ uhcglasses.com offers both eyeglasses and sunglasses from brands like Ray-Ban, Oakley, Gucci and more, featuring thousands of frames to fit every budget, and offers free shipping and easy returns. Members can try on glasses virtually, and receive free anti-reflective, smudge- and scratch-resistant, and UV-protective lens treatments when they use their UnitedHealthcare Vision benefits.
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17.	Portal:
a.	Describe the portal available for participants to access information including provider listings, claims, ID cards, etc.
	<p>Response: Our member website, myuhcvision.com, offers a wide selection of services, anytime day or night, including the following:</p> <ul style="list-style-type: none"> ■ Print personalized ID cards (ID cards are not required for service) ■ Review plan benefits, eligibility and copayments ■ Locate providers by ZIP code, ZIP code with mileage radius, city and state, provider or practice name ■ Check claim status, review claim history, and download and print a claim form ■ View, download and print explanations of benefits (EOBs) ■ Find answers to frequently asked questions, as well as links to other websites with information about vision care services and vision health ■ Learn about discounted laser eye surgery procedures and locate a provider ■ Obtain information about discounts on contact lenses and access a direct-to-consumer site to purchase contacts at a 10 percent discount. ■ Learn about exclusive pricing on hearing aids through myuhchearing.com ■ Download a provider nomination form
b.	Describe the employer portal available to the State's Benefits Administration department.
	<p>Response: Benefit administration is easy and efficient at our customer website, EmployereServices.com. Employer eServices utilizes simple web browser technology to provide a single interface for all your benefit administration needs. The site eliminates manual processes and provides access to the most current eligibility and benefit data.</p> <p>You can perform the following functions at Employer eServices:</p> <ul style="list-style-type: none"> ■ Manage eligibility after transmission of initial eligibility file (e.g., view, enroll, change, delete) ■ View, sort and search current and prior month's invoices ■ Request adjusted invoices after adding or changing employee and dependent eligibility

	<ul style="list-style-type: none"> ■ Authorize payments online and choose when to view and pay bills
	Describe how web services are 508 compliant as referenced in Section III. M. Nebraska Technology Access Standards.
c.	<p>Response:</p> <p>We develop and assess our consumer facing websites and mobile applications to be accessible to individuals with hearing, visual and sensory limitations using the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 AA standards as a benchmark. Upon member or customer request, we will provide another method to access information that is not accessible on a website or mobile application.</p>

	<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>
18.	<p>Response:</p> <p>Yes. Through a comprehensive eye exam, eye care providers may detect and monitor early warning signs for a wide variety of serious health conditions, such as diabetes, hypertension, high cholesterol, vascular disease and other chronic conditions. We not only offer you a cost-effective, high-quality vision plan, we can offer you and your employees a clinically integrated solution – which helps your employees live healthier lives.</p> <p>The solution incorporates clinical integration, member engagement and health improvement to actively engage employees in protecting their eye health – as well as their overall health.</p> <ul style="list-style-type: none"> ■ If an employee diagnosed with diabetes, diabetic retinopathy, hypertension, hypertensive retinopathy, vascular disease or high cholesterol has not had his or her annual eye exam, we will call with a reminder. We will try to reach the member up to three times at different times of the day, which our internal studies show is much more effective than sending a single postcard (as typically done for reminders programs). ■ We engage your employees and network providers by educating them on current, high-impact eye health topics. A variety of flyers, videos and webinars are available. ■ We notify network eye care providers of patients with at-risk conditions and suggest they include a dilated fundus exam as part of the exam. This allows the provider a more extensive view of the employee's ocular health and provides a more complete and detailed diagnosis. ■ For patients who may have chronic conditions, we make it easy for our eye care providers to refer them to primary physicians and specialists for diagnosis and care. ■ The approach helps identify and engage employees in proactive health and wellness management by putting them at the center of a coordinated care community.

19.	Describe bidder's standards with respect to the following:
a.	Plan member inquiries. Response: Our standard is an average speed of answer in less than 30 seconds. In 2021, our average speed of answer was 6.94 seconds.
b.	Claims turnaround (defined as the time between when a claim is received and when it is processed). Response: Our standard is to process all in network claims in 10 business days. In 2021, the amount of in network claims processed in 10 business days was 99.83 percent.
c.	Claims accuracy. Response: Our standard for overall claim accuracy is 95 percent. In 2021, our overall claim accuracy was 99.72 percent.
d.	Timeliness of grievance/appeals process. Response: Our standards are to meet the requirements mandated by each state. These vary. In 2021, 99.72 percent were resolved in the required turnaround time.

C. 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: Confirmed. We are in full compliance.</p>
2.	<p>The contractor shall agree to sign the State's Business Associate Agreement. See Attachment 3, Business Associate Agreement.</p> <p>Response: As the benefits administrator under the fully insured arrangement, we are a covered entity, not a business associate as defined in HIPAA; therefore, a business associate agreement (BAA) is not appropriate. We are independently subject to HIPAA privacy requirements. For more information regarding BAAs, covered entities, business associates and HIPA, please visit the website of the United States Department of Health and Human Services Office of Civil Rights: Business Associates HHS.gov.</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.</p>

D. 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</p> <p>Standard Report: Description</p> <p>Standard Report: Frequency</p> <p>Standard Report: Format/File Type</p> <p>Are the reports available in real-time and on-line via the Internet?</p> <p>i. Real-time _____</p> <p>ii. Internet _____</p>
1.	<p>Response:</p> <p>We provide standard management reports containing information about how your employees use their benefits.</p> <p>Your strategic client executive (SCE) will provide you with the following complimentary reports on a quarterly, semi-annual or annual basis in Excel or PDF format:</p> <ul style="list-style-type: none">■ Client Profile Report: Provides details about your current plan design■ Customer Utilization Reports: Provides monthly data in the following areas:<ul style="list-style-type: none">■ Number of employees enrolled and total claims costs■ Revenue, administrative costs and margin■ Number and percentage of members who accessed services and their average claims costs■ Number and dollar amounts of claims broken down by provider type (retail versus private practice/network versus out-of-network) and service or material type <p>Other ad hoc reports are available to meet any additional needs.</p>

E. PERFORM IMPLEMENTATION

The bidder shall provide a plan detailing the implantation timeline, including any implementation phases by January 31, 2023. Implementation must be completed by March 1, 2023 prior to the State's Annual Open Enrollment period in May 2023. The plan shall define responsibilities assigned to the contractor and responsibilities assigned to the State. Failure to provide an implementation timeline will be reflected in the bidder's score.

Please refer to the attachment Sample Implementation Timeline in the Proprietary folder.

I. 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.

Noted.

A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
5. 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:
JS			Confirmed.

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:
JS			Confirmed.

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)

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

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:
JS			Confirmed.

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:
		JS	We encourage our fully insured customers to use our filed and approved group policy and COC. Any deviation to the terms and conditions of those documents could potentially require us to do a customer-specific filing with the DOI, which would then have to be approved by the DOI prior to use.

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:
		JS	<p>Not applicable. The COC is a legal document that is filed and approved by the appropriate regulatory bodies; therefore, we are unable to accept revisions.</p> <p>We would provide a new COC if the benefit plan design changed.</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:
JS			Confirmed.

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:
		JS	<p>This Policy and all Benefits for Covered Vision Care Services will automatically end on the earliest of the dates shown below:</p> <p>On the last day of the grace period if the Policy Charge remains unpaid. The Group remains responsible for payment of the Policy Charge for the period of time this Policy remained in force during the grace period.</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:
		JS	<p>This Policy and all Benefits for Covered Vision Care Services will automatically end on the earliest of the dates shown below:</p> <p>On the last day of the grace period if the Policy Charge remains unpaid. The Group remains responsible for payment of the Policy Charge for the period of time this Policy remained in force during the grace period.</p>

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:
JS			Confirmed.

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:
JS			We are agreeable to a mutual waiver provision.

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JS	All fully insured group policies are subject to regulation by the Nebraska DOI. Consequently, all group policies must be filed and approved by the DOI before they can be sold in Nebraska. To accommodate the individual requirements of each prospective customer, we leave certain provisions bracketed (i.e., open) in our filed policies. However, there is no hold harmless provision in the insured contract, and it is not one of those bracketed items. Since we assume the risk under an insurance contract, we accept liability for those acts that arise out of our performance under the contract to the extent that the customer does not contribute to the



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

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:
JS			Upon being awarded the contract, we are prepared to provide a surety bond if required. A copy of the contract must be reviewed by our bond broker and we will typically use their preferred bond form.

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:
JS			Confirmed.

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

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

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

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:
JS			Confirmed.

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:
		JS	<p>This Policy and all Benefits for Covered Vision Care Services will automatically end on the earliest of the dates shown below:</p> <p>On the last day of the grace period if the Policy Charge remains unpaid. The Group remains responsible for payment of the Policy Charge for the period of time this Policy remained in force during the grace period.</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:
		JS	<p>Upon termination, we will transfer all necessary information to the succeeding carrier or third-party administrator, within a reasonable time frame, in accordance with applicable state and federal law. If the customer desires more data, particularly historical claim files, we are willing to try to reach an agreement with the customer and would require a hold harmless for the release of such information. There may be a charge for pulling several years of claim records. We are happy to discuss specific time frames for the delivery of information and are confident that we can reach a mutually satisfactory result.</p> <p>Please note that returning or vacating any state owned real or personal property is not applicable to the services we are proposing to provide to the customer. Our agreements are not traditional goods agreements; they are based on a complex array</p>



			of services that are uniquely packaged to fit each individual customer's needs.
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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.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JS	Please see our comments and alternatives below.

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

Confirmed.

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

Confirmed.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal



relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

Confirmed.

By-name personnel commitments made in the 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.

Confirmed.

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

Confirmed.

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
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)

Confirmed.

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

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

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

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

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

Confirmed.

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			<p>We are registered with the federal government to use the E-Verify system. Our company number in E-Verify is 438670. The Memo of Understanding was executed on August 9, 2011, and the first verification was initiated on September 1, 2011.</p> <p>UnitedHealth Group complies with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act and all other applicable federal, state and local employment regulations.</p>

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)

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

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:
JS			Confirmed.

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:
		JS	We do not anticipate creating works or inventions on behalf of a specific customer. Our services are universally provided to our entire book of business and not created through a means that would pass title or ownership to any one customer.



The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JS	We do not anticipate creating works or inventions on behalf of a specific customer. Our services are universally provided to our entire book of business and not created through a means that would pass title or ownership to any one customer.

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JS	Please see our comments and alternatives below.

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.

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

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

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

Noted.

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

Noted.

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

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

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

Noted.

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 cover all Owned, Non-owned, and Hired vehicles.

Noted.

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	\$1,000,000



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

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.

Noted.

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

Noted.

7. 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.

Noted.

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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:
		JS	This is not applicable to the services we are proposing to provide to the customer. Our agreements are not traditional construction or goods agreements; they are based on a complex array of services that are uniquely packaged to fit each individual customer’s needs.

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:
JS			Confirmed.

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:
JS			We confirm we will not use the customer’s name or the name of its affiliates in any solicitation or promotional materials without first obtaining written consent from the customer.

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)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JS			We develop and assess our consumer facing websites and mobile applications to be accessible to individuals with hearing, visual and sensory limitations using the W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 AA standards as a benchmark. Upon member or customer request, we will provide another method to access information that is not accessible on a website or mobile application.

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.



N. DISASTER RECOVERY/BACK UP PLAN

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

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

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

P. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JS	<p>Our fully insured plan documents are filed and approved by appropriate regulatory agencies. As a result, any change to such documents (e.g., inclusion of proposal terms) could potentially require a customer-specific filing and approval. Our standard group policy and certificate of coverage (COC) already include necessary mandated benefits and other provisions required by each state’s department of insurance. We encourage our fully insured customers to use our filed and approved group policy and COC.</p> <p>Breach of warranty is not applicable to the services we are proposing. Correction or reperformance of services under warranty requirements are typically specific to companies that provide tangible goods and materials or construction companies. Our agreements are not traditional goods agreements and are based on a complex array of services that are uniquely packaged to fit each individual customer’s needs.</p> <p>All fully insured group policies are subject to regulation by the Nebraska DOI. Consequently, all group policies must be filed and approved by the DOI before they can be sold in Nebraska. To accommodate the individual requirements of each prospective customer, we leave certain provisions bracketed (i.e., open) in our filed policies. However, there is no hold harmless provision in the insured contract, and it is not one of those bracketed items. Since we assume the risk under an</p>



			insurance contract, we accept liability for those acts that arise out of our performance under the contract to the extent that the customer does not contribute to the problem in some way.
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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.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JS	This is not applicable to the services we are proposing to provide to the customer. Our agreements are not traditional goods agreements; they are based on a complex array of services that are uniquely packaged to fit each individual customer's needs.

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)

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

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:
JS			Confirmed

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:
		JS	<p>The inspection and testing of our facilities and processes for producing materials is not applicable to the products and services included in our quote. Our services are not durable goods, but administration of which “agreement or compliance” can be assessed through audit rather than inspection.</p> <p>We will make available to the State or a mutually acceptable designee, relevant information reasonably necessary for you to perform planning, administration and financial functions, except as may be prohibited by law or by third-party contract.</p> <p>Under a fully insured arrangement, we do not support customer audits since we assume the plan administration risk.</p>

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

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

E. PAYMENT (Statutory)

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

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)

G.

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

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).

H. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JS	<p>The termination provisions in our fully insured group policy allow either party to terminate the agreement after at least 60 days' written notice.</p> <p>This Policy and all Benefits for Covered Vision Care Services will automatically end on the earliest of the dates shown below:</p> <p>On the last day of the grace period if the Policy Charge remains unpaid. The Group remains responsible for payment of the Policy Charge for the period of time this Policy remained in force during the grace period.</p>

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.

I. RIGHT TO AUDIT (First Paragraph is Statutory)

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



		JS	<p>We will make available to the State or your mutually agreed-upon designee relevant information reasonably necessary for you to perform planning, administration and financial functions, except as may be prohibited by law or by third-party contract.</p> <p>Under a fully insured arrangement, UnitedHealthcare does not support customer audits since we assume the medical plan administration risk.</p> <p>However, if the State requests information for purposes other than an audit and it is reasonable and necessary for plan administration purposes, or in order to resolve an issue between the parties, we will generally agree to provide this information, as long as the State and your mutually agreed-upon designee sign our standard confidentiality agreement and HIPAA certification. We retain full discretion with respect to granting any such request for information.</p>
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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:
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		<p>JS</p>	<p>As mentioned previously, we will make available to the State or your mutually agreed-upon designee relevant information reasonably necessary for you to perform planning, administration and financial functions, except as may be prohibited by law or by third-party contract.</p> <p>Under a fully insured arrangement, UnitedHealthcare does not support customer audits since we assume the medical plan administration risk.</p> <p>However, if the State requests information for purposes other than an audit and it is reasonable and necessary for plan administration purposes, or in order to resolve an issue between the parties, we will generally agree to provide this information, as long as the State and your mutually agreed-upon designee sign our standard confidentiality agreement and HIPAA certification. We retain full discretion with respect to granting any such request for information.</p>
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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.

TRADEMARKS AND SERVICE MARKS

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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:	UnitedHealthcare Insurance Company
Bidder Address:	185 Asylum St., Hartford, CT 06103
Contact Person & Title:	Jeremy Schoettle
E-mail Address:	jeremy.schoettle@uhc.com
Telephone Number (Office):	317-715-7918
Telephone Number (Cellular):	317-381-1828
Fax Number:	N/A

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:	UnitedHealthcare Insurance Company
Bidder Address:	1600 McConnor Pkwy, Mail Route IL043-1000, Schaumburg, IL 60173
Contact Person & Title:	Jelena Edwards, Strategic Account Executive
E-mail Address:	Jelena_edwards@uhc.com
Telephone Number (Office):	224-231-1221
Telephone Number (Cellular):	847-409-1917
Fax Number:	N/A

ADDENDUM ONE QUESTIONS and ANSWERS

Date: November 21, 2022

To: All Bidders

From: Connie Heinrichs, Buyer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6729 Z1 to be opened December 2, 2022, at 2:00 P.M. Central Time

Questions and Answers

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

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	C, 9 Chart	30	Definition of Rural Access Standard	The industry standard is 1 provider within 20 miles for rural access. Rural Access Standard is the access to network providers based on the distance parameters.
2.	C, 10 Geo-access analysis	31	Can you send us a current network analysis?	See Attachment 5, Provider Utilization table, for utilization report and reference.
3.	C, 1 -Project Requirements	29	Do you want us to match current plan designs for the Basic and Premium plans?	Yes
4.	General Question		are COBRA and Retirees a separate bill?	Yes
5.			Can we get 36 months of monthly premium, claims, and lives data?	Premiums paid for: PY 2019/2020 \$1,484,912 PY 2020/2021 \$1,515,184 PY 2021/2022 \$1,502,132 See Attachment 5: Utilization for two years of information.
6.			Can we get the current plan design (cert, plan summary)?	The current plan design can be accessed at the following link: https://das.nebraska.gov/personnel/wellness/benefits/docs/2021/VPD-ERISA-StateofNebraska0221.pdf
7.			Can we get renewal rates?	The renewal rates for current vendor are in the contract – link to current contract is included in RFP in Section V. B. Project Environment.

8.			Should any tech or IC credits be included? (I didn't see these mentioned anywhere)?	This request is out of scope for the RFP.										
9.			Can you please provide a census that includes tier elections?	See Attachment 4 (November Census).										
10.			Should we be quoting any commissions?	No										
11.			Can you provide service utilization? (Last 2 calendar years of experience)	See Attachment 5										
12.			Are physical cards a must-have for members or can access to electronic cards be available in lieu of the physical card?	Refer to RFP Section V.C.4.c.: The State requires the contractor to mail a physical copy to the member's address, however access to electronic cards should be available.										
13.			<p>Please confirm that our understanding of the coverage tier structure aligns with our labels:</p> <table border="1"> <tr> <td>Current</td> <td><i>Redacted Name</i></td> </tr> <tr> <td>Employee Only (Single Coverage)</td> <td>Employee Only</td> </tr> <tr> <td>Employee + Spouse (Two-Party Coverage)</td> <td>Employee & Spouse</td> </tr> <tr> <td>Employee + Dependent Children (Four-Party Coverage)</td> <td>Employee & Child(ren)</td> </tr> <tr> <td>Employee + Spouse+ Dep Children (Family Coverage)</td> <td>Employee & Family</td> </tr> </table>	Current	<i>Redacted Name</i>	Employee Only (Single Coverage)	Employee Only	Employee + Spouse (Two-Party Coverage)	Employee & Spouse	Employee + Dependent Children (Four-Party Coverage)	Employee & Child(ren)	Employee + Spouse+ Dep Children (Family Coverage)	Employee & Family	Yes
Current	<i>Redacted Name</i>													
Employee Only (Single Coverage)	Employee Only													
Employee + Spouse (Two-Party Coverage)	Employee & Spouse													
Employee + Dependent Children (Four-Party Coverage)	Employee & Child(ren)													
Employee + Spouse+ Dep Children (Family Coverage)	Employee & Family													
14.	Project Requirements	8	Will network size and disruption be included in the scoring	Yes, network size is referenced, and a bidder response table is provided in RFP Section V.C.8. Response will be scored.										
15.	VI Proposal Instructions	35	<p>The Proposal Instructions state that the content requirements for the Technical and Cost Proposal are presented therein, but I only see the requirements for the Technical in subsection A, Proposal Submission.</p> <p>Are there requirements for the Cost Proposal beyond filling out the Excel file labeled "Attachment 1 Cost Proposal?"</p>	<p>Technical requirements consist of RFP Section V.C-E.</p> <p>No, there are no additional requirements for cost in addition to Attachment 1.</p>										
16.	II. Terms and Conditions and VI Proposal Instructions	9 and 35	Do you want our response to the RFP Terms and Conditions as part of the Technical Proposal? Or should this be a response separate from the Technical and Cost proposals?	Sections II through IV can be included with the Technical Proposal or submitted separately.										
17.	V. Project Description and Scope of	28 and 35	The instructions for Section VI say to include the Project Description and Scope of Work, but they are not identified in the "A. Proposal	Bidders can determine the layout of proposal submission that includes all requirements within the RFP.										

	Work and VI Proposal Instructions		Submission” subsection on pages 35-37. Do you want the items listed in “V. Project Description and Scope of Work” to be labeled as subsection 3 of the Technical Proposal, following “2. Technical Approach”?			
18.	V. Project Description and Scope of Work B. Project Environment	35	The RFP notes current contractor utilization data should not be required to rate a fully insured vision plan. However, we believe for a large employer group such as the State of Nebraska, the most accurate and competitive quote can be provided with this information. Can a report showing up to the most recent three years of paid premium, paid claims, and enrollment data by month for each plan be provided?	See answer to question #5, #9 and #11.		
19.	Attachment 2 Census Data	N/A	Are you able to provide an updated census file including the following: <ul style="list-style-type: none"> • Indicator for which employees are electing the Basic plan and which employees are electing the Premium plan • For those electing vision coverage, the tier they belong to (Single, EE + SP, EE + Children, Family)? 	See answer to question #9.		
20.	V. Project Description and Scope of Work B. Project Environment	35	The enrollment breakdown indicates which plan COBRA and pre-65 retirees are in, but not which tier. Can this be updated to reflect which tier these 197 individuals have elected (Single, EE + SP, EE + Children, Family)?	Updated information as of 11/17/2022: <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"> COBRA Basic Plan Employee 10 Employee-Spouse 1 Premium Plan Employee 37 Employee-Spouse 12 Family 4 </td> <td style="vertical-align: top; padding-left: 20px;"> Retirees Basic Plan Employee 22 Employee-Children 1 Employee-Spouse 18 Family 2 Premium Plan Employee 73 Employee-Children 4 Employee-Spouse 29 Family 1 </td> </tr> </table>	COBRA Basic Plan Employee 10 Employee-Spouse 1 Premium Plan Employee 37 Employee-Spouse 12 Family 4	Retirees Basic Plan Employee 22 Employee-Children 1 Employee-Spouse 18 Family 2 Premium Plan Employee 73 Employee-Children 4 Employee-Spouse 29 Family 1
COBRA Basic Plan Employee 10 Employee-Spouse 1 Premium Plan Employee 37 Employee-Spouse 12 Family 4	Retirees Basic Plan Employee 22 Employee-Children 1 Employee-Spouse 18 Family 2 Premium Plan Employee 73 Employee-Children 4 Employee-Spouse 29 Family 1					
21.	Attachment 1 Cost Proposal	N/A	Attachment 1, Cost Proposal refers to an “Annual Communications Credit”. What does the state anticipate being covered by this credit?	Communication with our teammates across the state and printed materials to be used during the year/Open Enrollment as needed.		
22.	N/A	N/A	How long has the Vision coverage been with EyeMed?	EyeMed has been the State’s contractor since 7/1/2010.		
23.	N/A	N/A	Given that a TPA is used to collect premium from some groups, will extended grace period/premium drag be needed? If so, how long?	Grace period is 30 days.		
24.	N/A	N/A	Thank you for the enrollment info by tier. If possible, we would like to request enrollment tier information on the census file.	See answer to question #9.		

25.	Section I.H: Contractual Services Form	4	Can we provide an e-signature on this form?	The Request for Proposal for Contractual Services Form must be signed manually in ink or by DocuSign.
26.	Section VI.B: Financial Statements	35	We are happy to provide financial information requested in the RFP. However, we require the State to sign a Non-Disclosure Agreement (NDA) prior to releasing our financial statements. Please have the attached NDA completed, signed and returned. <i>Bidder specific NDA is redacted.</i>	Please refer to page 1 of the RFP document regarding "Proprietary Information". The State is unable to sign the redacted NDA.
27.	N/A	N/A	Are you able to provide Provider Utilization Data?	See answer to question #11.

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