

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada  
Acting By and Through Its

STATE OF NEVADA  
EMPLOYEES' DEFERRED COMPENSATION COMMITTEE  
209 E. MUSSER STREET, #304  
CARSON CITY, NV 89701  
TELEPHONE: (775) 684-0273  
FAX: (775) 695-0275

and

THE HARTFORD FINANCIAL SERVICES GROUP, INC.  
JAMIE OHL, VICE PRESIDENT  
200 HOPMEADOW STREET  
SIMSBURY, CT 06089  
TELEPHONE: (860) 843-5802  
FAX: (860) 843-

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from January 1, 2008 to December 31, 2012, unless sooner terminated by either party as specified in paragraph (10).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A:	STATE SOLICITATION (RFP # DEF457K) (Incorporated by Reference)
ATTACHMENT B:	CONTRACTOR'S RESPONSE (Incorporated by Reference)
ATTACHMENT C:	SCOPE OF WORK
ATTACHMENT D:	INSURANCE ACORD

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at no cost to the State of Nevada. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

- v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).
11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.
12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with

respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____ <i>jo</i>
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____ <i>jo</i>
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____ <i>jo</i>
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____ <i>jo</i>
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____ <i>jo</i>
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____ <i>jo</i>
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____ <i>jo</i>

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.  
✓ If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

**Commercial General Liability Insurance**

- ✓ 1) Minimum Limits required:
  - \$2,000,000** ✓ General Aggregate
  - \$1,000,000** ✓ Products & Completed Operations Aggregate
  - \$1,000,000** ✓ Personal and Advertising Injury
  - \$1,000,000** ✓ Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- ✓ 1) Minimum Limit required: **\$1,000,000** Each Occurrence for bodily injury and property damage.
- ✓ 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).  
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- ✓ 1) Minimum Limit required: **\$5,000,000** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

**Commercial Crime Insurance**

Minimum Limit required: **\$1,000,000** Per Loss for Employee Dishonesty  
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

**Performance Security**

Amount required: **\$waived**

Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.

- 1) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
- 2) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

**General Requirements:**

- a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, *The State of Nevada, its officers, employees and immune contractors* as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- f. Approved Insurer: Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - 2) Currently rated by A.M. Best as "A- VII" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to the Contracting Agency identified on page one of the contract.**

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

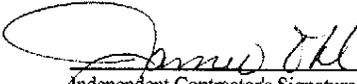
b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicity formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

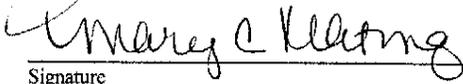
27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 10/24/2007 Vice President  
Independent Contractor's Signature Date Independent Contractor's Title

 10/30/07 Common Member  
Signature Date Title

\_\_\_\_\_  
Signature Date Title

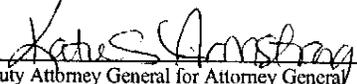
\_\_\_\_\_  
Signature Date Title

  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 11-13-07  
(Date)

  
Deputy Attorney General for Attorney General

On 10/30/07  
(Date)



**Hartford Life**

Hartford Life Insurance Company  
P.O. Box 1583  
Hartford, CT 06144-1583

# Scope of Work

## To be signed by Plan Sponsor

### 1.0 Agreement

1.1 This Scope of Work (hereinafter "**Agreement**") is made and entered into by and between the Plan Sponsor and Hartford Life Insurance Company, a Connecticut corporation (hereinafter "**Hartford Life**"). It is hereby represented by the Plan Sponsor that the Plan Sponsor has authority to act for the Plan and to contract for services on behalf of the Plan.

1.2 The purpose of this Agreement is to facilitate the maintenance of Individual Accounts and the administration of the Plan with respect to those Investment Options offered by Hartford Life and authorized by the Plan Sponsor as it pertains to accounting for contributions, benefit payments, the withholding of taxes from such benefit payments, and the proper reporting to Participants, annuitants, and governmental agencies. The Plan Sponsor represents that during the term of this Agreement, and with respect to the services to be provided by Hartford Life for Participant Individual Accounts maintained under this Agreement, that Hartford Life shall be the exclusive provider of such services to the Plan.

1.3 Unless expressly provided otherwise, the services rendered by Hartford Life pursuant to this Agreement shall be performed at no additional cost to the Plan Sponsor. Upon the request of the Plan Sponsor, Hartford Life will make a reasonable attempt to secure appropriate services, other than those provided under this Agreement, from other sources with any and all agreed upon fees charged back to the Plan Sponsor.

### 2.0 Definitions

2.1 As used herein, the following words and phrases have the meanings set forth as in this Section, unless this Agreement expressly provides otherwise:

"**Code**" means the Internal Revenue Code of 1986, as amended, including any regulations or rulings thereunder, as may be amended from time to time;

"**Employer**" means the State of Nevada;

"**Individual Account**" means that portion of the Plan's assets in an Investment Arrangement which is held for the benefit of a Participant pursuant to the terms of the Plan;

"**Investment Arrangement**" means the arrangement(s) between the Plan Sponsor or Trustee and Hartford Life to fund the Plan;

"**Investment Option**" means any investment provided under one or more Investment Arrangements;

"**Participant**" means an employee (or former employee) of the Plan Sponsor participating in the Plan and for whom an account under the Plan is maintained;

"**Plan**" means the State of Nevada Deferred 457 Compensation Plan, a plan established and maintained in accordance with the provisions of Code Section 457;

"**Plan Sponsor**" means the Employer and its designated representative;

"**Trust**" means the trust and custodial accounts maintained by the Trustee under the Plan's trust agreement;

"**Trustee**" means the trustee(s) named in the Plan's trust agreement, if any.

### 3.0 Participant Individual Account Services

3.1 Hartford Life will establish an Individual Account for each Participant, beneficiary, or alternate payee under a Plan approved domestic relations order. For each such account, Hartford Life will record and maintain the following information:

- (a) name;
- (b) social security number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments.

To establish an Individual Account for an employee, the Plan Sponsor, after determining such employee's eligibility under the Plan, must provide Hartford Life with an application or,

alternatively, Individual Accounts may be established electronically as further described in Section 3.3. To establish an Individual's Account for an alternate payee, the Plan Sponsor must provide: a certified copy of the court approved domestic relations order; a letter from the Plan Sponsor that certifies that the domestic relations order is a qualified domestic relations order under Section 414(p) of the Code and that approves the establishment of the Individual's Account with specific instructions on the disposition of the amount in question and the investment rights of the alternate payee under the Plan; and an enrollment application for the alternate payee.

3.2 Hartford Life will provide a toll free telephone service, or voice response unit (VRU), that enables each Plan Participant to perform certain functions which include, but are not limited to:

- a) redirecting the investment of future contributions among the Investment Options;
- b) transferring amounts held in the Participant's Individual Account among the Investment Options;
- c) obtaining the Participant's Individual Account balance in total and on an investment fund basis for the previous valuation day; and
- d) obtaining the accumulation unit value/price for the previous valuation day for each of the Investment Options.

Hartford Life will provide customer representatives to support the utilization of the VRU during normal business hours. Hartford Life may also provide these enumerated services and features through an Internet site(s) available to Plan Participants. Hartford Life will record all activity of the VRU and Internet site(s) in accordance with generally accepted record retention practices. Hartford Life will operate its VRU and Internet services in accordance with reasonable provisions to ensure the security of such services. The VRU and Internet site(s) may occasionally be unavailable to accommodate system maintenance.

3.3 If elected by the Plan Sponsor in Part A, Plan Sponsor Submission Information, Hartford Life will provide internet enrollment services (e-enroll™) to the Plan. Individuals will be able to access a dedicated e-enroll Internet site. The e-enroll process will capture an individual's desired contribution level, investment allocation direction and other census information. These individuals will not be able to re-access e-enroll, however they will be provided with access to the VRU and internet services described in Section 3.2. The Internet services will include an option to record changes to contribution levels.

The Plan Sponsor will provide Hartford Life with an employee census file. Electronic enrollments shall only be processed for those individuals on such file. Census data must be provided to Hartford Life by the Plan Sponsor via a medium and format acceptable to Hartford Life.

Each week, Hartford Life will make a report available to the Plan Sponsor via the Internet that will include the following data obtained since the last report: (i) each individual who has completed the e-enroll process (or application process described in Section 3.1), including, to the extent applicable, the individual's desired contribution level; and (ii) any Participant contribution level changes made via the Internet or other service.

## 4.0 Contributions

4.1 The Plan Sponsor shall determine, arrange for, and supply, directly to Hartford Life or its designee, cash proceeds representing Contributions to the Plan and all data necessary to properly allocate Contributions. The cash and allocation data submitted to Hartford Life must be in "good order." Good order means that the allocation data submitted by the Plan Sponsor to Hartford Life reconciles with both the cash remitted to Hartford Life and the Participant Accounts on record with Hartford Life. Good order also means that cash and allocation data are submitted electronically in a layout and format mutually agreed to by both Hartford Life and the Plan Sponsor. For transactions that are not in good order, Hartford Life shall return the cash to the Plan Sponsor within 5 business days, unless directed otherwise. Hartford Life is not responsible for collecting any Contributions that may be due to the Plan but are not deposited with Hartford Life.

4.2 Contributions to the Plan will be allocated among each Participant's Individual Account, according to the instructions filed with Hartford Life by the Plan Sponsor, subject to the terms of the Plan. Contributions will be invested among the Investment Options under the Investment Arrangement in accordance with the terms of the Investment Arrangement and the most current investment direction on file at Hartford Life. Transactions are valued as of the close of regular trading on the New York Stock Exchange (usually 4 p.m. Eastern time) on each day the Exchange is open. Contributions and allocation data received in good order before the close of the New York Stock Exchange are considered part of that day's receipts. Contributions and allocation data received in good order after the close of the New York Stock Exchange will be considered part of the next day's receipts. Where the terms of the Investment Arrangement and this paragraph conflict, the terms of the Investment Arrangement will govern.

4.3 Data for processing will be submitted to Hartford Life via a medium and format mutually agreed to by both Hartford Life and the Plan Sponsor.

4.4 Any amounts contributed in error by the Plan Sponsor to the Plan shall be returned to the Plan Sponsor within seven business days of the receipt of a written notice from the Plan Sponsor to Hartford Life which establishes the error, the amount of such error and the intended disposition of such error.

4.5 For purposes of this Section 4.0, the term "Contributions" shall include amounts under the Plan transferred to the Investment Options from other Plan funding vehicles.

## 5.0 Benefit Payments

5.1 The Plan Sponsor shall notify Hartford Life in writing of each Participant, beneficiary, or alternate payee the Plan Sponsor has determined is entitled to receive benefit payments under the terms of the Plan. Such notice shall instruct as to the form of benefit payment. For purposes of this Section 5, the term Participant shall include beneficiaries and alternate payees as applicable.

5.2 Pursuant to any notice received at Section 5.1, Hartford Life shall issue benefit payments to each Participant from the Participant's Individual Account.

5.3 To the extent required by federal and state law, Hartford Life will calculate and withhold from each benefit payment federal and state income taxes. Hartford Life will report such withholding to the federal government and state government, with a copy to the Plan Sponsor. All income taxes, so withheld, will be remitted by Hartford Life to the appropriate federal and state tax authorities within the time prescribed by federal and state law.

5.4 Hartford Life shall furnish to each Participant who has received a benefit payment tax reporting form(s) in the manner and time prescribed by federal and state law. Each Participant remains solely responsible for any tax liability incurred as a result of such benefit payment.

## 6.0 Participant Loans

6.1 The Plan Administrator shall notify Hartford of each Participant the Plan Administrator has determined is entitled to receive a loan under the terms of the Plan and Investment Arrangement by such means or methods required by Hartford. Such notice shall include a copy of the loan agreement and promissory note.

6.2 Loan requests will be processed within one business day following receipt by Hartford and the distribution will be mailed within three business days following trade settlement. Hartford will prepare and send to the Plan Sponsor an amortization schedule for the loan based upon the data provided.

6.3 Loans from a Participant's Account will be accounted for separately and repayments of the loans will be allocated to the Participant's Account with principal and interest paid in accordance with the amortization schedule prepared in 6.2 or such other instruction filed with Hartford by the Plan Administrator. Loan repayments must be received in a single sum directly from the Plan Sponsor in good order (as defined in Section 4.1). In the event that a repayment is less than or exceeds the amount expected under the amortization schedule

on file at Hartford Life, the payment will be applied to the next payment(s) due under such schedule without reamortization.

6.4 The Plan Administrator shall notify Hartford in writing of any Participant loan it considers to be in default. If Hartford processed and distributed such loan, Hartford will prepare and file the appropriate federal tax reporting form. The provisions of Section 5.4 shall also apply to tax reporting under this paragraph.

## 7.0 Financial Records

7.1 Hartford Life shall establish and maintain financial records for the purposes of this Agreement in accordance with generally accepted accounting practices and procedures which include:

- a) a record of all notifications from the Plan Sponsor concerning Participants who are to receive benefit payments per Section 5.0 of this Agreement;
- b) statements of gross benefit payments under Section 5.0 of this Agreement;
- c) statements of all federal and state income taxes withheld under Section 5.3 of this Agreement;
- d) records of all income tax withholding reports as filed with the federal government and state government(s) on behalf of the Plan Sponsor;
- e) records of all transactions within the Individual Accounts.

## 8.0 Individual Participant Reports

8.1 Hartford Life shall provide each Participant (beneficiary or alternate payee as applicable):

- a) with each benefit check, a statement of gross benefit payment made under Section 5.0 of this Agreement, including the amount of federal and state taxes withheld and the net amount paid;
- b) a confirmation of investment fund transfers, allocation changes, name and address changes within one (1) business day of such activity;
- c) a statement of accounts summarizing all financial activity for each calendar quarter within ten (10) business days of such quarter end. Participants shall be informed by Hartford Life that they must notify Hartford Life within thirty (30) days of receipt of the statement of account in order to report any errors to Hartford Life. Hartford Life will have no responsibility to report, or account for the accuracy of information applicable to periods prior to the effective date of this Agreement and the Investment Arrangement.

## 9.0 Plan Sponsor Reports

9.1 Hartford Life shall furnish to the Plan Sponsor:

- a) a monthly report containing a statement of each and every periodic benefit payment made under Section 5.0 of this Agreement which includes the amount of federal and state taxes withheld pursuant to Section 5.3;
- b) for each calendar quarter, a report including all contribution, investment, and benefit payment activity which occurred during the calendar quarter, as well as calendar quarter beginning and ending account values, including gains or losses for the calendar quarter;
- c) data or information to enable the Plan to determine assets and earnings in connection with requirements of the Government Accounting Standards Board to meet Comprehensive Annual Financial Report (CAFR) requirements.

9.2 If requested by the Plan Sponsor, Hartford Life will provide copies of reports previously provided to the Plan Sponsor. Hartford Life reserves the right to charge a fee for such copies.

9.3 If State Street Bank & Trust Company has been appointed by the Plan Sponsor as Trustee for the Plan, Hartford Life will report to the Trustee each calendar quarter the total value of the assets of the Plan held. In addition, the reports described in Section 9.1 are delivered by Hartford Life to the Plan Sponsor on behalf of the Trustee.

## 10.0 Other Services

10.1 Hartford Life shall prepare and mail to the Plan Sponsor topical updates regarding legislative and regulatory changes affecting the Plan. The Plan Sponsor agrees and acknowledges that such updates are informational only and do not constitute tax, legal, or investment advice.

10.2 Hartford Life shall assist in the completion of enrollment forms for eligible employees who elect to participate in the Plan. Hartford Life shall provide informational and promotional material regarding the Plan for distribution to employees. The Plan Sponsor agrees to allow and facilitate the periodic distribution of such material to employees.

10.3 Hartford Life shall conduct or arrange to have conducted group presentations to explain the Plan to employees. The Plan Sponsor agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected. Hartford Life agrees that a sufficient number of qualified personnel shall be made available to discuss the Plan with individual Participants.

10.4 Hartford Life representatives shall provide, in a manner consistent with insurance and securities law, information to help each employee understand the various Investment Options approved by the Plan Sponsor.

10.5 Forms and materials required to maintain Participant and Plan level records for the Plan shall be provided at no additional cost to the Plan Sponsor.

10.6 All persons and companies authorized to offer investments under the Plan must be duly licensed by the applicable state and federal regulatory agencies. All Hartford Life personnel that have contact with employees, other than of a routine administrative nature, will have any necessary state insurance licenses and will be registered with the NASD, to the extent required by law, and will be trained, licensed, and supervised with respect to the conducting of their business activities hereunder.

10.7 Hartford Life shall assist each Participant in calculating his or her deferral limitation under applicable law, help to reconcile any account discrepancies, and provide information to explain the procedures of the Plan.

10.8 Upon request by any Participant in the Plan, a representative shall provide information about the various payout options available under the Plan, shall provide an annuity or installment payment illustration and shall help the Participant complete the necessary application and other forms in order to receive payment.

10.9 If elected by the Plan Sponsor, Hartford Life will arrange for Morningstar Associates, LLC to provide Morningstar® Guidance Online<sup>SM</sup> online investment guidance, research and educational services to Plan Participants. The Morningstar® Guidance Online<sup>SM</sup> service is accessed through a secure link on the HartfordOnline group retirement plan website. This online service provides the Plan and its Participants with access to research, education and asset allocation recommendations only; it does not provide recommendations of specific investment choices. Through this service, the Plan Sponsor will have access to participant usage statistics through the Morningstar® Guidance Online<sup>SM</sup> Sponsor Measurement Module. Morningstar Associates LLC is not affiliated with Hartford Life. To make this service available, Hartford Life will share with Morningstar Associates, LLC all necessary Plan and Plan Participant information on record at Hartford Life. There is no fee for this service. However, Hartford Life reserves the right to charge a fee for making this service available by amending this Agreement. If so amended, continued access to Morningstar® Guidance Online<sup>SM</sup> will require the payment of any applicable fees. Hartford Life may discontinue making this service available at any time. The Plan Sponsor may discontinue access to this service at any time by written notice to Hartford Life.

## 11.0 Records Management

11.1 Except as otherwise provided herein, Hartford Life shall retain all financial records and supporting documents, correspondence and other written materials pertaining to the Investment Options, the Plan and all federal and state income taxes withheld for three years following the date of termination of this Agreement, or, if later, the time prescribed by federal law, but only with respect to those items to which the law applies. Hartford Life may retain such records and documents on microfilm, microfiche, optical storage, or any other process that accurately reproduces or forms a curable medium for reproducing the original. The Plan Sponsor has the right to make duplicate copies at Plan Sponsor's expense.

11.2 If an audit of the Plan has begun, but has not been completed at the end of the three-year period, or if audit findings have not been resolved at the end of the three-year period, Hartford Life shall retain the records described in Section 11.1 until the audit findings are resolved.

11.3 If, for any reason, Hartford Life ceases operations prior to the expiration of the records retention period required by this section, all records described in Section 10.1 shall, upon request of the Plan Sponsor, be made available to the Plan Sponsor.

11.4 Upon reasonable written request and during normal business hours, Hartford Life shall allow the Plan Sponsor full and complete access to all records required to be retained by Hartford Life.

11.5 The Plan Sponsor shall have the right upon reasonable written notice, exercised directly or through its independent auditors, to examine and audit Hartford Life's records to determine Hartford Life's compliance with the terms and conditions herein.

11.6 The Plan Sponsor acknowledges that Hartford Life is not responsible for auditing Plan Sponsor records or data for the Plan.

## 12.0 Amendment

12.1 The Agreement may be amended by Hartford Life by providing 60 days written notice of the amendment to the Plan Sponsor. If the Plan Sponsor does not terminate this Agreement in the manner set forth in Section 13.0, the amendment shall be deemed accepted by the Plan Sponsor upon expiration of said notice.

## 13.0 Termination

13.1 This Agreement may be terminated without any further liability of either party for any obligation maturing subsequent to

the date of such termination, upon 60 days written notice to the other party.

13.2 Within 90 days of termination of this Agreement, Hartford Life shall deliver to the Plan Sponsor any reports required by this Agreement which have not already been provided.

13.3 This Agreement is contingent upon the existence of an Investment Arrangement. If the Investment Arrangement is discontinued, this Agreement automatically terminates as of the date the Investment Arrangement is discontinued. Discontinuance of the Investment Arrangement will not affect any obligation of Hartford Life under Section 5.0 of this Agreement to Participants who have become entitled to payments under the Investment Arrangement and the Plan prior to such discontinuance.

## 14.0 General Provisions

14.1 The responsibility of Hartford Life is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make Hartford Life responsible for the Plan or Plan Trust or to confer responsibilities upon Hartford Life except for those expressly provided for in this Agreement. The Plan Sponsor agrees and acknowledges that no discretionary responsibility is hereby conferred upon or assumed by Hartford Life under this Agreement. The Plan Sponsor hereby acknowledges that Hartford Life does not agree, pursuant to this Agreement or otherwise, to provide tax, legal, or investment advice.

14.2 Hartford Life shall perform its obligations hereunder as agent for the Plan Sponsor and only in accordance with instructions received from those persons authorized to act on behalf of the Plan Sponsor as specified to Hartford Life in writing.

14.3 The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by the Plan Sponsor and that Hartford Life shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as Hartford Life shall request is provided. Hartford Life shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to Hartford Life by the Plan Sponsor was incorrect, and where services previously provided, based on such incorrect information, must be performed again, Hartford Life reserves the right to charge additional fees. Hartford Life shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to Hartford Life. The performance of obligations hereunder is subject to force majeure and is excused by fires, power failures, strikes, acts of God, restrictions imposed by government, or delays beyond the control of the delayed party.

14.4 PLAN SPONSOR HEREBY AGREES THAT HARTFORD LIFE, ITS OFFICERS, EMPLOYERS, BROKERS, REGISTERED REPRESENTATIVES, VENDORS AND PROFESSIONAL ADVISORS (SUCH AS ATTORNEYS, ACCOUNTANTS AND ACTUARIES) MAY USE AND DISCLOSE PLAN AND PARTICIPANT INFORMATION TO ENABLE OR ASSIST IT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER AND WITH OTHER PLAN RELATED ACTIVITIES AND EXPRESSLY AUTHORIZES HARTFORD LIFE TO DISCLOSE PLAN AND PARTICIPANT INFORMATION TO THE PLAN'S AGENT AND/OR BROKER OF RECORD WITH HARTFORD LIFE. Plan and Participant information may also be used or disclosed by Hartford Life to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Hartford Life retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the Investment Arrangement funding the Plan, or the Plan.

14.5 Where information needed to perform services under this Agreement is not received in good order, the Plan Sponsor authorizes Hartford Life to contact any employee at his or her home or business address to obtain additional information.

14.6 Hartford Life shall conduct an internal audit from time to time and shall promptly notify the Plan Sponsor of any material irregularities that would affect the operation of the Plan.

14.7 Unless otherwise agreed to in writing by the Plan Sponsor, neither Hartford Life nor its agents shall use information obtained under the Plan to directly or indirectly solicit Participants with respect to any Hartford Life product not a part of the Plan without the prior consent of the Plan Sponsor. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Hartford Life from solicitations undertaken in the ordinary course of Hartford Life's business using lists obtained from sources other than the Plan Sponsor.

14.8 The failure of the Plan Sponsor or Hartford Life at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the Plan Sponsor or Hartford Life thereafter to enforce each and every provision thereof.

14.9 Hartford Life may assign its rights and obligations under this Agreement to an affiliate or subsidiary company without the written consent of Plan Sponsor. However, any other assignment of this Agreement, or any part of it, without the written consent of the other party shall be void.

14.10 Any notices provided for herein shall be in writing and shall be delivered personally, or sent by facsimile device, express delivery or registered or certified United States mail, postage

prepaid, return receipt requested and shall be deemed to have been given when received by;

- a) Deferred Compensation Committee Chair  
State of Nevada  
209 East Musser Street, Suite 104  
Carson, Nevada 89710
- b) **Hartford Life:**  
Director, Service Center Operations  
Retirement Plan Solutions  
Hartford Life Insurance Company  
P.O. Box 2999  
Hartford, CT 06104-2999

14.11 Indemnification by the Plan Sponsor - The Plan Sponsor agrees to indemnify, defend and hold harmless Hartford Life, its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all loss, damage or liability assessed against Hartford Life or incurred by Hartford Life arising out of or in connection with any claim, action or suit brought or asserted against Hartford Life alleging or involving the Plan Sponsor's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement and/or the Plan; provided that (i) Hartford Life has notified the Plan Sponsor promptly and in writing of the claim, action or suit; (ii) the Plan Sponsor has the right to assume the defense of such claim, action or suit with counsel selected by the Plan Sponsor and to compromise or settle such action, suit or claim (provided however, that any such compromise or settlement shall not require action or non-action by Hartford Life without its prior written consent, which shall not be unreasonably withheld); and (iii) the Plan Sponsor receives Hartford Life's cooperation, at the Plan Sponsor's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

Indemnification by Hartford Life - Hartford Life agrees to indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, employees and agents from and against loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action or suit brought or asserted against the Plan Sponsor alleging or involving Hartford Life's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement; provided that (i) the Plan Sponsor has notified Hartford Life promptly and in writing of the claim, action or suit; (ii) Hartford Life has the right to assume the defense of such claim, action or suit with counsel selected by Hartford Life and to compromise or settle such action, suit or claim (provided however, that any such compromise or settlement shall not require action or non-action by the Plan Sponsor without its prior written consent, which shall not be unreasonably withheld); and (iii) Hartford Life receives the Plan Sponsor's cooperation, at Hartford Life's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

14.12 Notwithstanding anything to the contrary contained herein, neither party nor their affiliates shall be liable for indirect, special or consequential damages.

14.13 The laws of the state in which the Employer is domiciled shall govern the rights and obligations of the parties under this Agreement.

14.14 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

14.15 Both the Plan Sponsor and Hartford Life agree to comply in all material respects with all applicable federal, state, and local laws and regulations as it affects the Plan and its operation. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court, or other authority having jurisdiction thereof.

14.16 Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

14.17 The Plan Sponsor and Hartford Life may enter into additional administrative agreements in the form of written appendices, amendments, addenda that hereto embody the entire Agreement of the parties, to facilitate administration of the State of Nevada 457 Deferred Compensation Plan. There are no

promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

14.18 This Agreement shall be effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

## 15.0 Frequent Trading

Plan Sponsor acknowledges the following: The underlying funds, available as Investment Options under the Plan, are not intended as vehicles for short-term trading. Excessive exchange activity may interfere with portfolio management and may have an adverse effect on all shareholders. The underlying funds expressly reserve the right to curtail such short-term trading activity. These policies can be found in the underlying fund prospectuses.

Notwithstanding anything in the Agreement to the contrary, to the extent permitted by the Plan, Plan Participants may transfer amounts in their Participant Accounts between or among the investment options available in your Plan, subject to our policies and procedures, and the policies and procedures of the underlying funds.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.**

For the Plan Sponsor

By: Mary A. Keating Date: 10-30-07

Name: Mary A. Keating Title: Common Member

For Hartford Life Insurance Company:

By: Kathleen C. Ciullo Date: October 19, 2007

Name: Kathleen C. Ciullo Title: Vice President

**Appendix A  
Scope of Work**

**Program and Administrative Expenses** – Hartford Life shall reimburse the Plan Sponsor for fees associated with expenses incurred by the Plan Sponsor in the administration of its 457 deferred compensation plan, including but not limited to financial and compliance audits, independent performance reviews, costs for dedicated staff, legal counsel, travel expenses for Committee members to conduct on-site due diligence reviews, cost to print and distribute quarterly newsletter "Your Money Tree", and costs associated with subsequent vendor search and evaluation process. Such expense reimbursements shall not exceed \$412,000, \$412,000, \$437,000, \$437,000, and \$437,000 respectively for calendar years 2008, 2009, 2010, 2011, and 2012. The expense reimbursement shall be allocated on a quarterly basis and credited to the Investment Arrangement and, as directed by the Plan Sponsor, remittance shall be made to the Plan Sponsor.

**Required Minimum Revenue** – The total aggregate percentage of revenue from the variable funds/separate accounts required by The Hartford to provide the services outlined in the Amendment 1 response to the Request for Proposal dated June 27, 2007 is .15% (15 basis points).

**Investment Advisory Services** – Hartford Life will continue to make available guidance and advice services at no additional expense.

**Service Representation** – Hartford Life will provide ten (10) local customer service representatives to assist the Employer, participants and their beneficiaries with regard to the operation and administration of its deferred compensation program. Hartford Life will provide local offices to be located in Las Vegas for the Southern Region and either Reno for the Northern Region.

**State of Nevada Affiliates Program** - Effective January 1, 2003, certain deferred compensation plans, eligible within the meaning of Section 457(b) of the Internal Revenue Code, sponsored by qualifying Nevada political subdivisions (hereinafter "Affiliates"), may elect to join and participate in the State of Nevada 457 Deferred Compensation Plan. Hartford Life agrees to extend such Affiliates, in such form as is mutually acceptable to Hartford Life and the Employer, the same terms and conditions as are then currently afforded to the State of Nevada 457 Deferred Compensation Plan, including but not limited to pricing, investment choices, method of data and contribution remittance, internet utilization and other service benefits to the State of Nevada Affiliates.

**Agreement Instruments** – The Plan Sponsor and Hartford Life may enter into additional administrative agreements in the form of written appendices, amendments, addenda that hereto embody the entire Agreement of the parties, to facilitate administration of the State of Nevada 457 Deferred Compensation Plan.

**Notification of Change in Agency Ratings** - Hartford Life shall notify the Plan Sponsor of a decline in the ratings below by A.M. Best, Fitch, Moody's or Standard & Poor's within 30 days of the change.

A.M. Best	A+
Fitch	AA
Moody's	Aa3
Standard & Poor's	AA-

**Service Guarantees** – Hartford Life guarantees that it will respond to the Plan Sponsor, Plan Participants, or complete various services within the time standards set forth below following receipt, prior to 4 p.m. Eastern Time, of materials, data, or communication, as applicable, in Good Order at Hartford Life's home office in Simsbury, Connecticut. Hartford Life shall make reasonable best faith efforts to obtain the appropriate party information necessary to bring such material/data/communication into Good Order. To be in Good Order, an instruction must be authorized Participant or Group Funding Agreement Owner instruction to Hartford Life that is given with such clarity and completeness that Hartford Life is not required to exercise any discretion and must utilize such forms as Hartford Life may require.

	<b>Standard</b>	<b>Guarantee</b>
<b>Participant Services phone response time</b>	Quarterly average of 80% within 20 seconds for participant calls received in our contact center	\$5,000 for any occurrence
<b>Plan Sponsor Services phone response time</b>	Plan Sponsors call directly into the Plan Manager, calls are immediately answered.	Not applicable
<b>Quarterly Statement delivery</b>	Mailed within 10 business days after quarter	\$5 per participant per quarter

	<b>Standard</b>	<b>Guarantee</b>
	end	
<b>Transition Deliverables</b>	N/A	Our guarantee will provide for an immediate payment of \$5,000 to the plan sponsor if we fail to meet the mutually agreed upon transition deadline. An additional \$2,000 penalty for each business day that we do not remedy the condition up to a total penalty of \$15,000.
<b>Transition Timeline</b>	N/A	Same As above
<b>Participant Satisfaction Survey</b>	Upon request	Our guarantee will provide for an immediate payment of \$5,000 to the plan sponsor if we fail to meet the mutually agreed upon survey distribution deadline. In addition, we will work with the State to determine a level of participant satisfaction and include penalties if the survey results fall below the benchmark.
<b>Administrative functions:</b>		
• <b>Withdrawals</b>	Within 24 Hours*	\$5,000 for any occurrence
• <b>Emergency Withdrawals</b>	Within 24 Hours*	\$5,000 for any occurrence
• <b>Contribution posting</b>	Within 24 Hours*	\$5,000 for any occurrence
• <b>Rollovers out</b>	Within 24 Hours*	\$5,000 for any occurrence
• <b>QDRO processing</b>	Within 24 Hours*	\$5,000 for any occurrence
• <b>Loan processing</b>	Within 24 Hours*	\$5,000 for any occurrence
<b>Plan Sponsor reports</b>	Internet reports can be obtained immediately. Ad-hoc reports take a maximum of three days. Quarterly reports are mailed within ten business days of quarter end.	Not applicable
<b>Number of on-site group seminars</b>	Provide mutually agreeable number of educational seminars annually to participants.  Education plan due within 90 days after contract renewal. Annual performance results due 31 days after year end.	\$1,000 for failure to provide agreed-upon number of onsite group meetings
<b>Number of individual meetings</b>	Provide representative on site for mutually agreeable number of days per month to meet with plan participants.	\$1,000 per year if agreed-upon number of days is not provided for 3 or more months.

Note: Service standards are designed with normal business volumes in mind. However, in the rare event that access to services and participant accounts is affected by market conditions, system performance or for other reasons beyond the control of The Hartford the service standards and guarantees will be suspended. Any processing delays will not affect the applicable price date."

Search...

## HARTFORD LIFE INSURANCE COMPANY

<input type="button" value="New Search"/>	<input type="button" value="Printer Friendly"/>	<input type="button" value="Calculate List Fees"/>
<b>Business Entity Information</b>		
Status:	Active	File Date:
Type:	Foreign Corporation	Entity Number:
Qualifying State:	CT	List of Officers Due:
Managed By:		Expiration Date:
NV Business ID:	NV20101399825	Business License Exp:
		5/31/2011

<b>Registered Agent Information</b>			
Name:	CSC SERVICES OF NEVADA, INC.	Address 1:	502 EAST JOHN STREET
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89706
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active
<a href="#">View all business entities under this registered agent</a>			

<b>Financial Information</b>			
No Par Share Count:	0	Capital Amount:	\$ 5,690,000.00
Par Share Count:	1,000.00	Par Share Value:	\$ 5,690.00

<b>Officers</b>				<input type="checkbox"/> Include Inactive Officers
<b>Secretary - DONALD C HUNT</b>				
Address 1:	ONE HARTFORD PLAZA	Address 2:		
City:	HARTFORD	State:	CT	
Zip Code:	06155	Country:		
Status:	Active	Email:		
<b>Director - JOHN C WALTERS</b>				
Address 1:	200 HOPMEADOW STREET	Address 2:		
City:	SIMSBURY	State:	CT	
Zip Code:	06089	Country:		

Status:	<b>Active</b>	Email:	
<b>President - JOHN C WALTERS</b>			
Address 1:	<b>200 HOPMEADOW STREET</b>	Address 2:	
City:	<b>SIMSBURY</b>	State:	<b>CT</b>
Zip Code:	<b>06089</b>	Country:	
Status:	<b>Active</b>	Email:	
<b>Treasurer - JOHN N GIAMALIS</b>			
Address 1:	<b>ONE HARTFORD PLAZA</b>	Address 2:	
City:	<b>HARTFORD</b>	State:	<b>CT</b>
Zip Code:	<b>06155</b>	Country:	
Status:	<b>Active</b>	Email:	

**Actions/Amendments**  
[Click here to view 3 actions/amendments associated with this company](#)

Important Notice: Entities with an April 2010 annual list due date whose lists were received by April 30, but have not yet been processed due to processing backlog, may show as in "Default" in the Business Entity Search until all April filings are processed. We expect completion of these filings by June 4th.

[Information Center](#) | [Election Center](#) | [Business Center](#) | [Licensing Center](#) | [Securities Center](#) | [Online Services](#) | [Contact Us](#) | [Sitemap](#)

101 N Carson Street Suite 3 Carson City, NV 89701 | (775) 684-5708  
 © 2010 All Rights Reserved. [Privacy Policy and Disclaimer](#) | [About This Site](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2010

PRODUCER  
Corporate Risk Management  
55 Farmington Avenue  
Hartford, CT 06155  
(860) 520-2745

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
The Hartford Financial Services Group, Inc.  
and its subsidiaries;  
One Hartford Plaza/690 Asylum Avenue  
Hartford, CT 06155

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02 CSE J79838 02 CSE J79852 02 CSE J79861 02 CSE J79870	12/01/2006 12/01/2007 12/01/2008 12/01/2009	12/01/2007 12/01/2008 12/01/2009 12/01/2010	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	02 CSE J79839 02 CSE J79853 02 CSE J79862 02 CSE J79871	12/01/2006 12/01/2007 12/01/2008 12/01/2009	12/01/2007 12/01/2008 12/01/2009 12/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	02 WN J79842 02 WN J79856 02 WN J79857 02 WN J79866	12/01/2006 12/01/2007 12/01/2008 12/01/2009	12/01/2007 12/01/2008 12/01/2009 12/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Hartford Life Insurance Company is a subsidiary of the Hartford Financial Services Group, Inc. The State of Nevada, its officers, employees and immune contractors are named as Additional Insured on policies 02 CS J79838, J79852, J79861 & J79870 but only as respects to liability arising out of agreement with The Hartford Life Insurance Company (or its parent, or any affiliated companies). Auto Liability-Combined Single Limit of \$1,000,000 includes Any Auto, including Owned, Scheduled, Hired and Non-Owned Autos. Combined Single Limit coverage includes coverage for Bodily Injury and Property Damage. All Limits and Aggregate Limits listed above apply separately for each annual policy period.

## CERTIFICATE HOLDER

The State of Nevada  
555 East Washington Avenue  
Room 4400  
Las Vegas, NV 89101-1049

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Erick J. Hender*

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** 02 CSE J79870  
**RENEWAL OF:** 02 CSE J79861



**Named Insured and Mailing Address:** THE HARTFORD FINANCIAL SERVICES  
(No., Street, Town, State, Zip Code) GROUP, INC.  
ONE HARTFORD PLAZA  
HARTFORD, CT 06155

**Policy Period:** From 12/01/2009 To 12/01/2010  
12:01 a.m. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are of this policy are listed below. The Advance Premium shown may be subject to adjustment.

**Total Advance Premium:** \$41,077.

Coverage Part and Insurance Company Summary		Advance Premium
COMMERCIAL GENERAL LIABILITY	HARTFORD FIRE INSURANCE COMPANY (1) HARTFORD, CT 06115	INCLUDED

**Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.**

HS0002 (0605), HS0025 (0295)

**Agent/Broker Name:** THE HARTFORD FINANCIAL SERVICES  
GROUP, INC.  
ONE HARTFORD PLAZA  
HARTFORD, CT 06155

**Agency Code:** 021514

Countersigned by \_\_\_\_\_  
(Where required by law) Authorized Representative Date

12/21/2009

Form HM 00 10 01 07

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

Date: (MM/DD/YY)

4/14/10

**PRODUCER**  
 Willis of New York, Inc.  
 One World Financial Center  
 200 Liberty Street  
 New York, NY 10281

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
 A St. Paul Fire and Marine Insurance Company

**INSURED**  
 Hartford Financial Services Group, Inc.  
 Hartford Plaza  
 690 Asylum Avenue  
 Hartford, CT 06115

COMPANY  
 B  
 COMPANY  
 C  
 COMPANY  
 D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any One Fire) MED EXP (Any One Person)
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY -EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT EL DISEASE-POLICY LIMIT EL DISEASE-EA EMPLOYEE
A	<b>OTHER</b> Financial Institution Bond, Form No. 25	490BD0918	8/19/09	8/19/10	\$1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Hartford Life Insurance Company is a wholly-owned subsidiary of the Hartford Financial Services Group and is a covered entity under the above referenced policy.

**CERTIFICATE HOLDER**

State of Nevada  
 555 East Washington Avenue  
 Room 4400  
 Las Vegas, NV 89101-1049

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY OR ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

# Insurance Company's Professional Liability Insurance Policy (Blanket Services)



## Declarations

Insurance is provided by the following Company:

### STEADFAST INSURANCE COMPANY

Dover, Delaware  
Administrative Offices - 1400 American Lane  
Schaumburg, Illinois 60196-1056

Policy Number: EOC-5895187-04

Renewal of Number: EOC-5895187-03

**Item 1. Named Insured And Mailing Address:**

THE HARTFORD FINANCIAL SERVICES GROUP, INC.  
CORPORATE RISK MANAGEMENT  
55 FARMINGTON AVENUE, SUITE 700  
HARTFORD, CT 06105

**Producer:**

MARSH USA, INC.  
ONE STATE STREET  
HARTFORD, CT 06103

**Item 2. Policy Period:**

From 12:01 A.M. on 04/15/2009 to 12:01 A.M. on 04/15/2010.

Local time at the address shown in Item 1.

**Item 3. Limits Of Liability (including "Defense Costs", Charges and Expenses):**

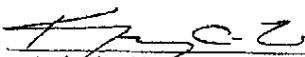
\$ 15,000,000 Each "Wrongful Act"

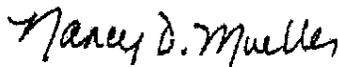
\$ 15,000,000 in the Aggregate

**THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF EXERCISED. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS DEFENSE COSTS. PLEASE READ CAREFULLY.**

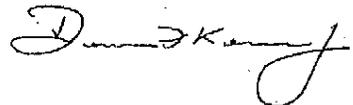
In witness whereof, the Underwriter issuing this policy has caused this policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Underwriter.

STEADFAST INSURANCE COMPANY

  
Authorized Representative



Nancy D. Mueller  
President



Dennis F. Kerrigan  
Corporate Secretary

Date

5/18/2009

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
0038001-00133

**PRODUCER**

Marsh USA Inc.  
One State Street  
19th Floor  
Hartford, CT 06103

Margaret Teta (860) 723-5600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** STEADFAST INSURANCE COMPANY
- COMPANY  
**B**
- COMPANY  
**C**
- COMPANY  
**D**

**INSURED**

The Hartford Financial Services Group, Inc.  
One Hartford Plaza  
Hartford, CT 06155

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS \$ OTH-ER \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
A	Professional Liab.	EOC589518705	4/15/10	4/15/11	\$5,000,000 per occurrence and in the aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS**

Evidence of Professional Liability Coverage. Hartford Life Insurance Company is a wholly-owned subsidiary of the Hartford Financial Services Group and is a covered entity under the above referenced policy.

**CERTIFICATE HOLDER**

State of Nevada  
555 EAST WASHINGTON AVENUE  
ROOM 4400  
LAS VEGAS, NV 89101-1049

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

Marsh USA Inc.  
BY:

JHMM112981

VALID AS OF 4/15/10

**AMENDMENT ONE TO CONTRACT**

Between the State of Nevada  
Acting By and Through Its

Nevada Public Employees Deferred Compensation Program  
1027 S. Carson Street, Suite E  
Carson City, Nevada 89701

and

The Hartford Financial Services Group, Inc.  
200 Hopmeadow Street  
Simsbury, Connecticut 06089

1. AMENDMENTS. All provisions of the original contract dated November 13, 2007, attached hereto as Exhibit A, will remain in full force and effect with the exception of the following:

This amendment, which makes changes to the following:

- 1. Independent Contractor's name was changed to Hartford Life Insurance Company from The Hartford Financial Services Group, Inc.
- 2. Contract for Services of Independent Contractor, Section 6, Consideration was changed as follows:  
The parties agree that Contractor will provide the services specified in paragraph five (5) at the total weighted revenue of 0.231%, with 0.28% generated from the variable funds and 0.15% generated from the stable value option/general account.
- 3 Hartford's Appendix A, Scope of Work
- 4. Hartford's Appendix B, Scope of Work and Hartford Scope of Work, Section 3.1, page 2.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract), attached hereto, incorporated by reference herein and made a part of this amended contract, and Attachment One (Amended Appendix A, Scope of Work).

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Alice Longworth  
Hartford

6/10/2010  
Date

Tara Hagan  
Tara Hagan, Executive Officer  
Nevada Deferred Compensation Program

6/11/2010  
Date

**APPROVED BY BOARD OF EXAMINERS**

Stephanie Day for Andrew K. Clinger      07/15/10  
Signature - Board of Examiners      Date

Approved as to form by:

Cameron Handberg      6/11/10  
Deputy Attorney General for Attorney General      Date