

DOCUMENTS ENCLOSURE CHECKLIST

___ Fully executed Pricing Sheet: Bidder's response must include the Pricing Sheet, or it will be disqualified

The following documents must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response:

- ___ UCS Request for Bid Form with original signature
- ___ Attachment I, p.3 - Non-Collusive Bidding Certificate
- ___ Attachment I, p.4 - Corporate Acknowledgment
- ___ Attachment III - Vendor Responsibility Questionnaire
 - paper questionnaire or
 - questionnaire file online via Office of the State Comptroller (OSC) VendRep System
- ___ Attachment IV - Procurement Lobbying Forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
 - Termination Clause (UCS 423)
- ___ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
- ___ List of Participating Providers for Combined Component A&B Option Plan only
- ___ Audited financial statements prepared in accordance with Generally Accepted Accounting Principles and annual reports for the past three (3) years
- ___ Organizational Chart with copies of resumes/diplomas
- ___ Certificate of Insurance (commercial general liability)
- ___ Original bid response + eight (8) complete copies
- ___ Signed Documents Enclosure Checklist

NB: There is no Attachment II

The awarded vendor will be required to submit a Certificate of NYS Workers' Compensation Form (C-105.2) and a Certificate of NYS Disability Benefits Insurance Form (DB-120), or the appropriate form showing proof of exemption. See the Workers' Compensation website for further information in obtaining these documents from your insurance carrier:

www.wcb.state.ny.us .

Document Enclosure Checklist (cont.)

To be complete, a bidder's bid response must include ALL the above documents. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.

Company Name: _____

Authorized Officer's Name and Title: _____

Signature and Date: _____

***** GENERAL SPECIFICATIONS *****

I. The RFB/RFP Process

Note to Bidders

1. Attachment I - Standard Request for Bid Clauses & Forms (including Appendix A) and Attachment IV- Procurement Lobbying Law required forms

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I- Standard Request for Bid Clauses & Forms (including Appendix A) , and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under “Addenda” for the appropriate solicitation, are incorporated and made a part of this solicitation.

2. Attachment III - Vendor Responsibility Questionnaire

The NYS Unified Court System (UCS) is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor’s responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective contractor’s legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

Bidders are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at (866) 370-4672 or (518) 408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Unified Court System or the Office of the State Comptroller for a copy of the paper form.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. If bidder files the Vendor Responsibility Questionnaire online, a paper copy is not required to be submitted with the bid. Bidders’ authorized signature of the RRB/RFP Form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder’s submission.

Online RFB/RFP Package : Disclaimer

Bidders accessing any Unified Court System/Office of Court Administration (hereafter “UCS/OCA”) solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under “Current Solicitations” shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the Internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3 and 4 of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder’s response.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as the Office of Court Administration (hereafter OCA) provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

Packaging, Identifying and Delivering of Bids/Proposals

Bidders may not submit their bid/proposal responses online.
Bids/Proposals must be clearly addressed and submitted to:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004

All envelopes/cartons must also be labeled with the following information on two sides:

“Deliver immediately to Marie-Claude Ceppi”
“Sealed bid - Do not open”
”OCAJB-165 due March 24, 2010 at 3:00 p.m.”.

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by March 24, 2010 at 3:00 p.m. at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/JB-165.

Rejected and Unacceptable Bids/Proposals

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, OCA may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or contract; or who have previously defaulted on any contractual obligations, (as surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York; or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

Responsible Bidder

A bidder shall be defined as "responsible" in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire) and the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals" as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

References

Bidders must include with their response the names of at least three (3) clients (including contact persons and phone numbers) in New York State other than the NYS Unified Court System, for whom services comparable to those described in this solicitation have been provided within the past two years.

Supporting Presentation(s)

The OCA/JBO may request bidder to make an oral and visual presentation(s) on an individual basis, in support of its proposal.

Insurance

Bidder must include with its response a certificate documenting that it has commercial general liability insurance coverage for at minimum, the coverage limits listed below or greater if required by applicable law, from an insurance company licensed to do business in New York State. The awarded contractor will be required to maintain such insurance in force throughout the term of the contract. Awarded contractor's commercial general liability insurance policy must name the New York State Unified Court System (UCS) as an additional insured and be primary insurance with respect to UCS. All required insurance shall be at no additional cost to UCS.

Required Coverage:

Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), including contractual liability coverage, with minimum limits as follows:

Bodily injury to any one person	\$1,000,000
Bodily injury aggregate per occurrence	\$1,000,000
Property damage in any one accident	\$ 500,000
Property damages aggregate per occurrence	\$1,000,000

Confidentiality

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the UCS, or which may be otherwise encountered and developed by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Enrollee/member data and medical records shall be handled in accordance with all applicable State and Federal confidentiality laws and regulations. Neither the bidder nor any of its employees, servants, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of the UCS. Any breach of this confidentiality by the bidder or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by the UCS and may subject the bidder to further penalties.

Independent Contractor Status

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

Subcontracting

If Bidder intends to subcontract any of the services or portion thereof required by this RFP/RFB, all subcontractors must be identified in bidder's proposal with a description of the services to be performed by the particular subcontractor.

Any changes in subcontractors by awarded contractor (except for participating providers), will be subject to the prior written approval of OCA/JBO.

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFP/RFB. The UCS will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives.

Compliance with Laws

The awarded contractor(s) must be compliant with all applicable federal, state and local laws, rules and regulations prior to and during the provision of all coverage and services under the contract resulting from this RFB/RFP. The awarded contractor(s) will be required to provide proof of workers compensation and disability benefits insurance coverage under New York State law or, if it is exempt from such coverage, proof of exemption.

Implied requirements

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be deemed to be included in the offer except as specified herein.

Silence of specifications

The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Pre-bid Conference

A **mandatory** pre-bid conference will be held on March 3, 2010 at 2:00 pm at the Office of Court Administration, 25 Beaver Street, Room 1106, New York, NY 10004. Participants are required to notify Marie-Claude Ceppi of their planned attendance. Bidders who do not attend the pre-bid conference may not submit a bid response and if a bid response is submitted, it will be disqualified.

Questions

Any and all questions bidder may have in connection with this solicitation are to be directed **by email only** to the attention of:

Marie-Claude Ceppi
Mceppi@courts.state.ny.us

Please indicate in "Subject" field: OCA/JB-165 Question(s).

The deadline to submit questions is February 25, 2010 before 5:00 pm. A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at www.nycourts.gov/admin/bids under RFB# OCA/JB-165 two days prior to the pre-bid conference. The pre-bid conference will be the last opportunity for bidders to raise questions. A final Q&A, revised to include all questions raised at the pre-bid conference and their answers, will be sent only to those bidders who attended the mandatory pre-bid conference. **No questions will be entertained after the pre-bid conference.**

IMPORTANT: All questions regarding this solicitation must be in writing and directed solely to the attention of the above-designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/OCA in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

Financial Stability:

Each bidder shall provide a copy of its audited financial statements prepared in accordance with Generally Accepted Accounting Principles for the past three consecutive years, as well as copies of the bidder's last three (3) annual reports.

Termination:

In the event of the termination of the contract, the UCS shall be obligated only for the premiums due up to and including the effective date of termination. Early termination of the contract for cause may result in, among other consequences, all remedies available at law to UCS and New York State, the awarded contractor both being declared "non- responsible" by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the vendor's removal from the UCS/OCA's bidders list for future solicitations.

Estimated Quantities

Any quantity specified in this RFB/RFP constitutes an estimate only and accordingly, no commitment or guarantee to reach any specified volume of business is made or implied. Accordingly, the award shall be for an estimated quantity term contract. The actual numbers of enrollees and dependents vary from month to month.

The new plan under contract will cover an estimated total number of enrollees of 3,300 (Exhibit D) and an estimated total number of dependents of 4,504 (Exhibit F).

Term of Award

A single estimated quantity term contract will be awarded for an initial term of three (3) years. OCA/JBO reserves the right to renew such contract for two (2) additional one (1) year periods upon the same terms and conditions excluding price.

OCA/JBO further reserves the right to extend the contract for a period not to exceed one hundred and eighty (180) days upon written notification to contractor prior to the contract termination date or any of its renewal periods upon the same terms and conditions excluding price. Any such renewal or extension shall be subject to approval by OSC.

DENTAL PROGRAM

Purpose and Scope

Background

Currently, the New York State Unified Court System provides its approximately 3,300 judges, management confidential and other unrepresented employees and their dependents, including retirees in these groups, a full range of dental care services. These services are provided through two separate components and through two separate contracts both with GHI (now Emblem Health). The basic program is the GHI Preferred Plan which covers a large number of New York State Employees in all branches of government (Executive, Legislative and Judicial) and is contracted between GHI and the New York State Department of Civil Service. The term of this contract is open-ended. The GHI Preferred Program provides a network of participating providers for paid-in-full benefits with a customized fee schedule for out-of-network providers' benefits (**Exhibit A**). The second component is the GHI Supplemental Plan and covers the aforementioned judges, management confidential and other unrepresented employees who are in the Judicial Branch (Court System) of government only. This contract is between GHI and the New York State Unified Court System and is set to expire in May 2010. The GHI Supplemental Program (**Exhibit B**) is an out-of-network benefit only which supplements, on a percentage basis, the customized fee schedule for out-of-network benefits in the GHI Preferred Program. The GHI Supplemental Program also covers certain benefits (implants and adult orthodontia) which are not covered at all by the GHI Preferred Plan.

In essence, we are looking either (i) to replace the existing two-contract arrangement and to provide nearly identical combined services under one contract (hereinafter referred to as the 'Combined Component A&B Option') **OR** (ii) to replace only the current GHI Supplemental Program with a plan which should provide nearly identical services to those currently provided under that program (hereinafter referred to as 'Component B Only Option') and that will work in tandem with the current GHI Preferred Plan which, if Component B Only Option is chosen, will remain in place. Additionally, bidders should provide separate pricing for each of two levels of service for both the Combined Component A&B Option and for the Component B Only Option. The first level of service is a program that provides an annual maximum of \$4,500 and a lifetime implant maximum of \$7,500. The second level of service is a program that provides for an annual maximum of \$5,000 and a lifetime implant maximum of \$10,000.

Bidders are invited to bid on any of the following: (i) the Combined Component A&B Option only; (ii) the Component B Only Option only; **OR** (iii) **both** the Combined Component A&B Option **AND** the Component B Only Option. Bidders must provide pricing for both the first and second levels of service described in the above paragraph for each option bid on. One contract only will

be awarded for either the Combined Component A&B Option or the Component B Only Option. The UCS reserves the right to determine which level of service (higher or lower maximums on the annual maximum and lifetime Implant maximum) it will make an award for. At the chosen level of service, the award will be made to the bidder receiving the highest score as detailed in the Method of Award. The Combined Component A&B Option cost will be rated on its own. The Component B Only Option cost will be combined with the current GHI Preferred Plan cost for a total cost and measured against the cost of the Combined Component A&B Option cost. The current monthly cost of the GHI Preferred Plan is: Individual - \$29.57; Family - \$76.63 .

PROGRAM REQUIREMENTS

List of Participating Providers - Bids for the Combined Component A&B Option shall provide a current list of participating providers nationwide with emphasis on those located within the State of New York and the tri-State area of New York, New Jersey and Connecticut. As bids for the Component B Only Option will provide only an out-of-network enhancement to the current GHI Preferred Plan customized fee schedule, no participating provider list is required or will be considered for Component B Only Option bids.

Plan Specifications - Applies to both Combined Component A&B Option and Component B Only Option.

Annual Deductible - \$25 per person; \$75 per family maximum. Deductible does not apply to preventive/diagnostic care services. Payments made under the Preferred Plan as deductibles and out-of-pocket expenses count toward the deductibles of Component B Only Option.

Annual Maximum - Calculated per person based on reimbursements to the provider and/or enrollee: for Combined Component A&B Option - \$4,500 or \$5,000; for Component B Only Option - \$2,500 or \$3,000 (current GHI Preferred Plan has an annual maximum of \$2,000). Orthodontic and Implant reimbursements are subject to separate per person lifetime maximums listed below.

Waiting Period - New employee's plan coverage will begin on the first of the month following the completion of six (6) months of continuous employment. Employees who transfer (from another court system plan or other State plan) into the eligible group, coverage will begin the first day of the third pay-period providing the six month requirement has been met.

Contribution by Employee - None

Eligibility

Judges, Justices, Management/Confidential and other non-judicial, unrepresented employees who are working at least half-time on a regularly scheduled basis and qualified retirees as well as qualified dependents and domestic partners of these groups. Dependent coverage shall include the

member's spouse, domestic partner, unmarried children under nineteen (19) years of age or up to twenty-five (25) years of age if they are a full-time student at an accredited secondary or preparatory school, college or other educational institution and are otherwise not eligible for employer group coverage. Current enrollee list is in **Exhibit D**.

Eligibility - Retirees

The dental plan can be continued in retirement providing the employee not only meets a ten year service requirement (cumulative and not pro-rated for part-time employees) to continue dental insurance but also the employee must retire directly from the UCS and be participating in the Plan at the time of retirement.

Continuation

If a participating active employee dies, regardless of the number of years of service, his/her eligible dependents can remain in the plan for one full calendar year under the active employee program. At the end of that year, the dependents become eligible for continuation for up to 24 additional months under COBRA. This same continuation policy is in effect for the dependents of employees who have retired and were eligible to continue their supplemental benefits in retirement. Current enrollee list is in **Exhibit D**.

There is no vestee coverage under the plan.

Enrollment

The Insurer must maintain an accurate, complete, comprehensive and up-to-date enrollment file based on information provided by the Unified Court System. See sample enrollment files, pages 21-23. This enrollment file shall be used by the Insurer to process claims, provide customer service and produce management reports.

The Insurer must maintain the security of all enrollment information and its computer system to protect the confidentiality of enrollees/dependent data contained in the enrollment file. The Insurer must also have a back-up system available and in place to be used in the event that the primary system fails or cannot be accessed.

Bidders shall describe their systems in place that ensure security and confidentiality.

Enrollment Maintenance

The Insurer will be responsible for the following:

1. Determining whether services were provided to eligible Enrollees and/or dependents;
2. Account billings are in compliance with the terms of the participating Provider Agreement and

Program regulations;

3. Records are kept of all services/treatment provided;
4. The Enrollee or Dependent actually received the services billed to the Program (via mail confirmation); and
5. The Participating Provider is in compliance with all applicable laws and regulations.

Covered Services

A more detailed listing of covered services that are to be provided, along with the appropriate codes, is contained in **Exhibit A**.

Preventive/Diagnostic

- Two (2) examinations per calendar year; one (1) initial examination per provider per lifetime which is included in the two per calendar year, including; prophylaxes (cleaning and polishing of teeth).
- One additional prophylaxis (cleaning and polishing of teeth) per calendar year, for a total of three prophylaxes per year; (Component B Only Option must cover the third prophylaxis in full as it is not covered by GHI Preferred Plan);
- X-rays include four (4) bitewing x-rays in each calendar year and one (1) full-mouth series or panoramic film every three (3) years.
- One (1) fluoride treatment per calendar year for each dependent child up to age 19.
- Sealants for each covered dependent child up to age 14 once per covered tooth every three (3) years.
- One (1) Space Maintainer and one (1) Mouthguard per dependent child up to age 19 per lifetime.
- One (1) emergency palliative visit for relief of pain per year.

Basic Restorative Services

- Extractions (routine removal of tooth/teeth).
- Restorations: Inlays and crowns.
- Repair of Appliances (repair of dentures including broken or missing teeth or clasps and broken facings; re-cementing of space maintainers, bridges, inlays and crowns.)
- Endodontics (root canal therapy) including pulpotomy one per tooth per lifetime (not covered if done on the tooth by the same provider within the prior three (3) months.)
- Periodontal coverage for five (5) periodontal treatments per calendar year. One type of

periodontal surgery and/or one graft per quadrant.

- Oral surgery for removal of a tooth or for other surgical procedures in or about the oral cavity. X-rays taken solely for surgery, local anesthesia and post operative care are included in the fee for surgery.
- Anesthesia and IV sedation is covered when rendered in connection with a covered service and given by a practitioner licensed in New York State to administer anesthesia in accordance with American Dental Association guidelines.

Consultations with a specialist in the fields of oral surgery, orthodontics, periodontics or endodontics are covered only if there is no other service rendered by the specialist on that date or during the next three (3) months.

Major Restoratives

- Immediate, full or partial permanent dentures, fixed bridgework and removable partial dentures. Replacement or substitution of appliances covered only after five (5) years have passed since the appliance was inserted.
- Re-base or repair of new dentures covered only after six (6) months from the insertion of the denture. Adjustment of appliance covered only after one (1) year from insertion.
- Crowns and inlays inserted on teeth only if the tooth cannot be restored by filling.
- Crowns or pontics for attachment or clasp purposes only if tooth cannot be restored by fillings.
- Implants to a lifetime maximum of \$7,500 or \$10,000. Crowns over implants are reimbursed based upon the allowance for a single crown, porcelain fused to predominantly base metal. The patient is responsible for the difference between the dentist's normal submitted fee and the payment amount. (There is no coverage for implants in the current "Preferred Plan"). The patient will be responsible for payment of any upgraded material.
- Orthodontics covered for up to twenty (20) months of active treatment and eighteen (18) months of passive treatment. Reimbursed for each covered dependent up to 100% of reasonable and customary charges for covered services, subject to the life-time maximum amounts, not to exceed the out-of-network providers bill charges. (There is no coverage for adult orthodontia in the current "Preferred Plan").

Combined Component A&B Option

- Should offer a nationwide network of participating providers with a particular emphasis on providers in New York State and the Tri-State region of New York, New Jersey and Connecticut.
- Enhanced reimbursement for using providers in the network.
- All covered services rendered by Participating Providers to be paid at 100% of the Insurer's

Dental Schedule of Allowances after the deductibles, where applicable, have been met.

- All covered services rendered by non-participating providers to be paid at the customized fee schedule listed in Exhibit A and then supplemented on the percentage basis listed based on the providers reasonable and customary reimbursement as more fully described in the Component B Only Option description to follow. As this supplement is based on a percentage of reasonable and customary charges, bidder should describe their methodology of determining their standard reasonable and customary charges including if bidder obtains its reasonable and customary charges from an outside service.
- Customized fee schedule to be updated annually by OCA/JBO.

Note: The current GHI Preferred Program covers child orthodontia with a lifetime maximum of \$2,000 but does not cover adult orthodontia or implants. The current GHI Supplemental covers an additional \$2,000 of child orthodontia, adult orthodontia with a \$2,000 lifetime maximum and implants with a \$7,500 maximum. We are seeking that the Component A & B Option cover child orthodontia with a lifetime maximum of \$4,000, adult orthodontia with a lifetime maximum of \$2,000 and Implants with a lifetime maximum of \$7,500 or \$10,000.

Component B Only Option

Bidders will be required to provide enhanced coverage as specified below, for the current Preferred Plan which, if a Component B Only Option bid only is chosen, will remain in force. As the Component B Only Option is based on a percentage of reasonable and customary charges, bidder should describe their methodology of determining their standard reasonable and customary charges including if bidder obtains its reasonable and customary charges from an outside service.

Preventive Diagnostic - Must reimburse the difference between the current out-of-network Preferred Plan Schedule and 100% of reasonable and customary charges for covered services not to exceed the out-of-network providers billed charges.

Basic and Major Services - Must reimburse the difference between the current out-of-network Preferred Plan Schedule and 80% of reasonable and customary charges for covered services not to exceed the out-of-network providers billed charges.

Orthodontics - Orthodontia services for each dependent child under age 19 and adult orthodontia services must be reimbursed up to 100% of reasonable and customary charges for covered services up to a separate life-time maximum of \$2,000 not to exceed the out-of-network providers billed charges. (Current Preferred Plan orthodontia has a \$2,000 lifetime maximum for children under the age of 19 and no adult orthodontia coverage).

Implants - Implant services must be reimbursed up to 100% of reasonable and customary charges for covered services up to a separate life-time maximum of \$ 7,500 or \$10,000 not to exceed the out-of-network providers billed charges. (Current Preferred Plan does not cover Implants).

Predetermination of Benefits

Predetermination of Benefits will be required for orthodontic procedure. A Treatment Plan describing the proposed course of treatment and the estimated costs must be submitted to the Insurer before the course of treatment is begun. The insurer will notify the dentist and the Enrollee of the benefits certified as payable, based on the course of treatment to be rendered. In determining the amount of benefits payable, consideration may be given to alternate procedures, services.

Exclusions

Exclusions apply to both the Combined Component A & B Option Plan as well as the Component B Only Option Plan.

Exclusions from coverage are limited to the following:

- Treatment not conforming to accepted dental standards or experimental treatment.
- Care furnished without charge.
- Cosmetic Surgery or treatment.
- Services covered by government (e.g. military, Workers' Compensation, Medicaid).
- No fault automobile insurance.
- Prescription drugs and medications.
- Substitution of more costly materials or services.
- Injuries incurred while in military service.
- Services not listed as covered.
- Items or services to comply with Federal, State or local law.
- Services rendered by a member of an immediate family (enrollee or enrollee's spouse, domestic partner, child, brother, sister or parent).
- Workers' Compensation.
- TMJ disorders.
- Behavioral management.
- Prohibited referrals.
- Lost or duplicate prosthetic devices.
- Charges for failure to keep a scheduled visit.
- Charges for completing claim forms.
- Services for which any part is eligible for payment under a major medical plan.
- Sinus Augmentation

Charges incurred while not covered under the dental plan except: for charges in connection with a prosthetic device, such charges will be covered if the impressions were taken while covered under the dental plan and installed or delivered to the patient within two (2) calendar months following the termination of coverage. Charges will not be covered if the impressions were taken before the date coverage commenced or if taken after the date of termination of coverage; for charges in connection with crowns, such charges will be covered if the tooth was prepared for the crown while covered and the crown is installed within the two (2) calendar months following termination of coverage; charges for root canal therapy will be covered if the tooth was opened while covered and treatment completed within the two (2) calendar months following termination of coverage.

Alternate Procedures

Covered Dental Expenses are limited to Reasonable and Customary Charges for only those services rendered in accordance with broadly accepted standards of dental practice.

Pricing/Rates

Pricing/rates will be firm for the first year of the contract.

Bidder shall underwrite the plan without payment of commissions. Bidder may quote its rate on a monthly individual and family basis, or on a composite per enrollee basis, or bidder may quote rates on both the monthly individual and family basis and the composite basis. Bidder must define the method for how premium rates for subsequent contract renewal or extensions will be determined.

Expenses chargeable to the Program and upon which the Premium Rates are established shall be categorized into the following three types:

Claims Expenses Claims expenses represent the actual incurred covered expenses of the Program subject to Plan Benefit provisions as outlined herein.

Retention Retention comprises the following expense categories: Insurance Company Administrative Fees, Cash Flow charge/credits, risk and other retention items. Bidder shall describe their method of calculating retention including itemizing retention factors and indicate the per contract per month retention cost. Bidder shall indicate whether their Retention will be stable throughout the contract period or what Retention increases will be based on. During the term of the Agreement, Insurance Company Administrative Fees shall in no case be higher on a per contract basis than that used for any of the Insurer's policies with other groups of similar size.

Margin Bidder shall indicate their method for determining the Margin to cover claims fluctuation including if the Margin is based on a percentage of claims and if the Margin calculation will be stable during the contract or the justification for the change in the Margin calculation.

Proposed Premium Rates shall be developed by the Insurer for each component based on projected claim experience and expense level, including a margin for claim fluctuation.

Claims experience for Component B, the Supplemental Plan, from 2006 to present and claims experience for the current Preferred Plan from 2007 to present are attached in **Exhibit C**.

Premium Increases

The JBO will consider price increases for the second and third years of the contract's initial term as well as for any renewal periods exercised, and for the extension period(s). Requests for price increases must be submitted in writing to the JBO no later than ninety (90) days prior to the end of the period immediately preceding the period to which the increase would apply. Requests for price increases will be required to include justifications for the increase, including but not limited to claims experience data, justification of any change in retention and justification of margin supported by the appropriate back-up documentation. The Insurer shall furnish, in accordance with the UCS's written specifications, documentary evidence to justify its proposed Premium Rates. The UCS may request, and the Insurer shall provide, additional information, clarification, greater detail and/or alternate analysis of the documentary evidence supporting the Insurer's proposed Premium Rates.

Please submit these requests to:

William Gilchrist
Deputy Director for Judiciary Benefits
Judiciary Benefits Office
NYS Office of Court Administration
98 Niver Street
Cohoes, NY 12047

Any approved increases in premium rates would be effective on the first day of the second and/or third year of the initial term of the contract, or on the first day of the first and/or second renewal period, or the extension period, as applicable.

New Premium rates will be an amendment to the contract which is subject to the approval of the Office of the State Comptroller (OSC). New premium rates will be effective retroactively upon OSC approval.

Method of Award

Bidders may bid on any of the following: (i) just Combined Component A&B Option; (ii) just Component B Only Option; or (iii) both the Combined Component A&B Option **AND** the Component B Only Option.

The UCS reserves the right to determine which level of service (higher or lower maximums on the annual maximum and lifetime Implant maximum) it will make an award for. At the chosen level of service, the award will be made to the bidder receiving the highest score based on the criteria set forth below for either the Combined Component A&B Option **or** the Component B Only Option.

The current monthly cost of the GHI Preferred Plan is: Individual - \$29.57; Family - \$76.63 . For Component B Only Option bids, the cost of the current GHI Preferred plan will be added to the bidders quote for Component B Only Option for a combined total price. For Combined Component A&B Option bids, the total price will be the price quoted by bidder.

The Combined Component A&B Option will be evaluated according to the criteria below and will be awarded a maximum of 100 points.

Combined Component A&B Option Plan

1. Cost **40 points**

The lowest cost is defined as the lowest total annual cost of either the combined individual and family contracts or the composite cost, for the Combined Component A&B Option Plan (see Pricing Sheet). The lowest cost will be awarded 40 points. The other bids will be awarded points for cost based on the following formula: (Lowest cost/next lowest cost) x 40 points = points for next lowest bid.

Example: $\$100/\$125 = 0.8$

$0.8 \times 40 \text{ points} = 32 \text{ points}$ The next lowest bid gets 32 points.

2. Service

Service facilities for claims processing and reporting (10 points), customer service (10 points), enrollee communications (10 points), coordination of benefits (10 points), network of providers (10 points). **50 points**

3. Resources

Overall financial and organizational resources and experience in providing the range and scope of the benefits programs requested for large employers. **10 points**

The Component B Only Option will be evaluated according to the criteria below and will be awarded a maximum of 100 points.

Component B Only Option

1. Cost **40 points**

The lowest cost is defined as the lowest total annual cost of either the combined individual and family contracts, or the composite cost for Component B Only Option **plus** the cost of the current Preferred Plan. The lowest total annual cost will be awarded 40 points. The other bids will be awarded points for cost based on the following formula: (Lowest cost/next lowest cost) x 40 points = points for next lowest bid.

Example: $\$100/\$125 = 0.8$

$0.8 \times 40 \text{ points} = 32 \text{ points}$

The next lowest bid gets 32 points.

2. Service

Service facilities for claims processing and reporting (15 points), customer service (15 points), enrollee communications (10 points), coordination of benefits (10 points), **50 points**

3. Resources

Overall financial and organizational resources and experience in providing the range and scope of the benefits programs requested for large employers. **10 points**

Requirements for UCS Reporting to Insurer/Provider

The exchange of information between the Insurer/Provider and the UCS must be made in an encrypted manner. The Insurer/Provider is required to have a system capable of removing encrypted files containing enrollee/dependent information the specific format of which is to be determined.

Post Conditions

- successful/failure notification is emailed to UCS
- if the file fails, provider will be required to receive file on ad-hoc basis

Files - See next page

While the layouts of the files are tentative, the bidder should confirm that the following layouts will be acceptable.

Enrollee File

Field Name	Start	End	Field Length	Comments
Status			3	Act = Actives Ret = Retiree Cob = COBRA
Dental Coverage			3	011 - XXX Preferred 022 - XXX Supplemental 033 - Both Plans
Type of Coverage			1	1 = Single 4 = Family 2 = Composite
Coverage Effect Date			10	mm/dd/year
Social Security Number			9	
Last Name			20	
First Name			20	
Date of Birth			10	mm/dd/year
Sex			1	M = Male F = Female
Marital Status			1	S = Single M = Married D = Divorced
Street Address 1				
Street Address 2				
City				

OCA/JB-165
EXISTING & SUPPLEMENTAL DENTAL PLANS

BID OPENING: MARCH 24, 2010
 3:00 PM

State			2	
Zip Code			5	

Dependent File

Field Name	Start	End	Field Length	Comments
Dependent Coverage			3	011 - XXX Preferred 022 - XXX Supplemental 033 - Both Plans
Coverage Effect Date			10	
SSN of Member			9	
Termination Date			10	
Dependent First Name			20	
Dependent Last Name			20	
Relationship			2	SP = Spouse CH = Child DP = Domestic Partner
Sex			1	M = Male F = Female
Dependent 1 Date of Birth			10	mm/dd/yr
Dependent 1 Extension Reason			1	S = Student D = Disabled
Dependent 1 Effective Date			10	mm/dd/year
Dependent 1 Term Date			10	mm/dd/year

Retiree File

Field Name	Start	End	Field Length	Comments
Status			3	Act = Actives Ret = Retiree Cob = COBRA
Dental Coverage			3	011 = XXX Preferred 022 = XXX Supplemental 033 = Both Plans
Type of Coverage			1	1 = Single 4 = Family 2 = Composite
Coverage Effect Date			10	mm/dd/year
Social Security Number			9	
Last Name			20	
First Name			20	
Date of Birth			10	mm/dd/year
Sex			1	M = Male F = Female
Marital Status			1	S = Single M = Married D = Divorced

Insurer Reporting Requirements to UCS

Ad Hoc: The Insurer will be required to submit such reports as UCS deems necessary to set premium rates or justify retention charges. The exact format, frequency and due dates for such reports will be negotiated with the selected party.

Monthly: Claims utilization data (before and after COB) indicating dollar amount and number of transactions as follows:

Active Members

Dependents

Total Active

Retired Members

Dependents

Total Retired

Total Members

Total Dependents

Total

Semi-Annual: Procedure Code and Procedure Name utilization form:

Number of Procedures

Charges (\$)

Averages:

The above is to be reported as per the group categories and procedure types, as previously indicated.

Audit Report

Field Name	Start	End	Field Length	Comments
Status			3	Act = Actives Ret = Retiree
Dental Coverage			3	011 = XXX Preferred 022 = XXX Supplemental 033 = Both Plans
Type of Coverage			1	1 = Single 4 = Family
Coverage Effect Date			10	mm/dd/year
Member Social Security Number			9	
GHI Claim Number				
Patient Last Name			20	
Patient First Name			20	
Relationship			2	SP = Spouse CH = Child DP = Domestic Partner
Procedure Code			9	
Procedure Date			10	mm/dd/year
Total Fee Amount			9	Dollars
Amount Excluded			9	Dollars
Amount Covered			9	Dollars
Applied to Deductible			9	Dollars

Co-Insurance Amount			9	Dollars
Total Amount Paid			9	Dollars

Claims Processing and Reporting

The Insurer will be responsible for processing all claims submitted under the Program and for providing periodic reports to the UCS. This includes claims for services rendered by both Participating (Combined Component A&B Option only) and Non-Participating Providers.

The Insurer's responsibilities shall include, but not be limited to the following:

Processing Claims - including; timely, accurate payment of claims with a system of edits/audits to guarantee accuracy; assisting Participating Providers in submitting claims within Program requirements (Combined Component A&B Option only) ; developing and providing Enrollees with claim forms and Explanation of Benefits Statements; identifying and recovering monies as the result of overpayments or fraud.

Claims Reporting - including; providing monthly utilization reports to UCS; providing annual detailed experience and other data to justify premiums; maintaining accounting records necessary to support claim payments and providing reasonable access to those records for State audit requests.

1) Describe your system for processing Participating Provider (Combined Component A&B Option only) and Non-Participating Provider claims including your current turn-around time from receiving a claim to providing payment. Include copies of either current EOB forms or a proposed EOB for these programs.

2) Describe your system for providing monthly/annual reports to the UCS including any quality control procedures in place to assure reporting accuracy. Include copies of current or proposed sample reports and your willingness to modify formats as requested by UCS. Describe your ability to download data in Microsoft Excel, text files.

Customer Service

Duties and Responsibilities:

The Insurer must maintain a nationwide toll-free number to service Program Enrollees. An adequate staff of fully trained, courteous customer service representatives and supervisors must be available, at a minimum, between the hours of 9:00 AM EST and 5:00 PM EST, Monday through Friday, except for legal holidays observed by the UCS (See attached Exhibit E). Customer service representatives must be able to respond to questions and inquiries regarding benefits, claims status and explanations of benefits and the Insurer must adequately resolve Enrollee and Dependent inquiries, complaints, problems and questions received by telephone or by mail within a reasonable time.

- 1) Describe your proposed customer service operation, including the number of full-time equivalents that would be dedicated to the Program; the capabilities of the telephone system that you would propose to use for the Program including your automated response system; your proposed hours of customer service; and if your customer service operation can be contacted via electronic mail. Also describe how you handle after-hours calls and how staff will be trained.

- 2) Describe the "Account Team" that will be available to the Judiciary Benefits Office and in what capacity will the Account Team serve?

Enrollee Communications

Duties and Responsibilities:

UCS believes that acceptance of and appropriate participation by Enrollees in the Program can be realized only with a thorough and highly professional communications effort. The approach proposed by the Insurer must be ongoing and recognize the diversity of the population. Subject to UCS approval, the Insurer will be responsible for providing Enrollees with the information needed to assure a smooth transition for Enrollees and their Dependents using the Program. The Insurer will design and produce all necessary forms, printed or video materials, and/or other communication tools to be used in introducing the Program providing sufficient quantities to promote and to operate the Program including newsletter/brochure, posters; participating provider directories, Enrollee satisfaction survey, etc. The Insurer will be responsible for paying for all mailing costs incurred to disseminate Program communication materials to Enrollees.

- 1) Provide an outline of the Enrollee communications campaign you would propose for the Program's first year and provide other comparable samples you have developed;
- 2) Provide sample communication and Enrollee educational materials;
- 3) Describe in narrative and/or flow chart format how printing and distribution of

materials will be handled; and

4) Do you currently have an Internet web site? Describe the types of information an Enrollee may access from this web site.

Coordination of Benefits

Duties and Responsibilities:

The Insurer will be responsible for conducting a Coordination of Benefits (COB) program. For the Combined Component A&B Option, automatic coordination (no claim form by enrollee is required) between the basic and enhanced benefits will be required. For the Component B Only Option, some method of coordination between the current GHI Preferred and the plan proposed by bidder will be required. Both Options should also include coordination with other outside carriers.

COB information may be determined through enrollment when both parties are court system enrollees or obtained from claim forms or through questionnaires sent to Enrollees after claims have been filed. The Insurer must create and maintain a coordination of benefits file that interfaces with the claims payment system to ensure the accurate payment of claims.

1) Describe the method you would propose to use to coordinate benefits for this Program as described above.

2) Do you have experience coordinating benefits for claimants having tertiary coverage? If so, explain any procedures and/or system modifications designed to assure proper adjudication specific to such enrollees' claims. If not, propose how you would handle coordination of tertiary coverage for this Program.

3) Do you currently coordinate benefits for any other dental program? If so, provide details of your methodology, including recovery procedures and resulting savings.

Auditing of files by UCS

The UCS reserves the right to regularly audit membership/enrollment and claims data.

EXHIBITS:

- Exhibit A: GHI Preferred Program's fee schedule for out-of- network providers
- Exhibit B: GHI Supplemental Program
- Exhibit C: Claims Experience for GHI Supplemental (Component B) 2006-2009 and the current Preferred Plan 2007-present
- Exhibit D: Enrollees List - Covered Services with codes
- Exhibit E: UCS Legal Holidays Observed
- Exhibit F: Dependents List with relationships and age range

PRICING SHEET

COMBINED COMPONENT A&B OPTION PLAN

Annual Max \$4,500-Implant Max \$7,500

a. Individual contract Estimated # Total Cost per month:
rate per month:
\$ _____ x 760 = \$ _____

b. Family contract
rate per month:
\$ _____ x 2,540 = \$ _____

c. Total Individual + family contracts rate/month = \$ _____

Total Individual + family contracts rate/year = \$ _____

d. Composite
rate per month:
\$ _____ x 3,300 = \$ _____

Total composite rate/year = \$ _____

If bidder does not bid on this plan option, please checkmark here: No-Bid

Company Name:

Authorized Officer's Name and Title:

Signature:

Date:

PRICING SHEET

COMBINED COMPONENT A&B OPTION PLAN

Annual Max \$5,000-Implant Max \$10,000

a. Individual contract Estimated # Total Cost per month:
rate per month:
\$ _____ x 760 = \$ _____

b. Family contract
rate per month:
\$ _____ x 2,540 = \$ _____

c. Total Individual + family contracts rate/month = \$ _____

Total Individual + family contracts rate/year = \$ _____

d. Composite
rate per month:
\$ _____ x 3,300 = \$ _____

Total composite rate/year = \$ _____

If bidder does not bid on this plan option, please checkmark here: No-Bid

Company Name:

Authorized Officer's Name and Title:

Signature:

Date:

PRICING SHEET

COMPONENT B ONLY OPTION

Annual Max \$2,500-Implant Max \$7,500

a. Individual contract Estimated # Total Cost per month:
rate per month:
\$ _____ x 760 = \$ _____

b. Family contract
rate per month:
\$ _____ x 2,540 = \$ _____

c. Total Individual + family contracts rate/month = \$ _____

Total Individual + family contracts rate/year = \$ _____

d. Composite
rate per month:
\$ _____ x 3,300 = \$ _____

Total composite rate/year = \$ _____

If bidder does not bid on this plan option, please checkmark here: No-Bid

Company Name:

Authorized Officer's Name and Title:

Signature:

Date:

PRICING SHEET

COMPONENT B ONLY OPTION

Annual Max \$3,000-Implant Max \$10,000

a. Individual contract Estimated # Total Cost per month:
rate per month:
\$ _____ x 760 = \$ _____

b. Family contract
rate per month:
\$ _____ x 2,540 = \$ _____

c. **Total Individual + family contracts rate/month** = \$ _____

Total Individual + family contracts rate/year = \$ _____

d. **Composite**
rate per month:
\$ _____ x 3,300 = \$ _____

Total composite rate/year = \$ _____

If bidder does not bid on this plan option, please checkmark here: No-Bid

Company Name:

Authorized Officer's Name and Title:

Signature:

Date:

EXISTING AND SUPPLEMENTAL
DENTAL PLAN

3:00 PM

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