



E-72-17 C

COUNTY OF NASSAU, NEW YORK

EDWARD P. MANGANO – COUNTY EXECUTIVE

MELISSA GALLUCCI HUMAN RESOURCES DIRECTOR

REQUEST FOR PROPOSALS

FOR

Dental Insurance Plan

Issue Date:

May 16, 2016

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Request for Proposal (RFP)

A. Introduction

Nassau County, New York (the "COUNTY") is soliciting proposals from qualified individuals and entities located and authorized to do business in the State of New York, to provide dental insurance coverage for its approximate 8,026 active full-time permanent employees, part-time benefit eligible employees, and their eligible dependents. The purpose of the RFP is to provide Nassau County with proposals and recommendations for providing a dental insurance plan for County employees.

The current plan is administered by Healthplex and offers employees a choice between a scheduled indemnity plan and a managed dental network. The managed dental plan offers employees dental services with minimal out of pocket costs for a variety of different services. Employees are given the choice during open enrollment as to which plan to elect. All employees are eligible without and employee cost sharing. Proposers are instructed to bid on the same, similar or better plan design program consisting of a network of providers, which approximates the geographic coverage offered under the current plan design.

Proposals in response to this RFP are due no later than June 6, 2016. The contract resulting from this solicitation will be effective January 1, 2017, for a period of five (5) years ending December 31, 2021, with two (2) one-year options to renew the contract.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date	May 16, 2016
Proposal Due Date	June 6, 2016
Oral Presentation, if necessary	June 27 - 30
Award Date	July 25, 2016

Dates indicated above are subject to change at the sole discretion of the County.

C. Scope of Service

THE FOLLOWING SCOPE OF SERVICE SHOULD BE TREATED AS A GUIDELINE IN PREPARING A PROPOSAL RESPONSE, AND MAY BE SUBJECT TO NEGOTIATIONS RESULTING IN A FINAL AGREEMENT. THE PROPOSER SHOULD PROVIDE A PROPOSAL WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

1. Plan Options: The proposed scope of work contains two elements, either of which may be bid, though proposers who are able are encouraged to submit a proposed solution for both elements.

a) Basic Program: The County currently offers a choice of a scheduled indemnity coverage or prepaid managed care (i.e., DHMO). Premiums for the dental coverage are paid entirely by the County. The fiscal year for the Dental Programs begins January 1st.

Employee participation is compulsory and the plan (non-contributory) is paid a fixed annual premium of \$561 for each enrolled employee- including all of their dependents.

The Scheduled Indemnity plan (called the "Reimbursement" option) provides for no annual deductible but there is an annual maximum benefit of \$2,500 for non-orthodontic services. There is a specific maximum payment for each covered service. The schedule has not been revised in many years, other than to add new CDT codes. The current fee schedule is attached as part of the Summary Plan, Orthodontia is covered with a \$1,650 lifetime maximum and these should be considered the minimum coverage to provide under the proposed plan.

The DHMO Plan (called the "Comprehensive" option) provides comprehensive coverage with no co-payments at participating network providers. A description of the covered services is attached as Appendix I.

b) Buy-up Option: The County would like to offer a contributory option for employees who desire a broader range of benefits than that provided for under the Basic Program (above). This might include, as an example, a Dental PPO. Specifics of the program are at the discretion of the proposer.

All of these plan options need to provide coverage up to age 26 for dependents.

PLEASE NOTE: The Buy-up option is being considered by the County as a possible enhancement for its employees. However, this option would need to be the same rate for single and family. Insurance

2. Educational/Enrollment Materials

- Vendor agrees to provide instructional information needed by employees to access their dental benefits and sample claim forms. There shall be no cost to the County associated with this service.
- Vendor agrees to provide Summary Plan Description Materials to enrollees in similar format to "Appendix I". There shall be no cost to the County associated with the service.
- Vendor agrees to provide a list of preferred providers and managed dental providers to enrollees at no cost to the County.
- Vendor agrees to print enrollment forms without charge to the County.
- Vendor website to view participating dentists is desired.
- Vendor must provide access to the Summary Plan Description Materials in a written format, but may also provide such in an electronic format.

3. Proposal Questionnaire: complete proposals should include answers to the Proposal Questionnaire (Appendix J).

D. Contract Term

It is the intent to award a contract for a five (5) year period starting January 1, 2017 with the option to renew for two (2) additional one (1) year periods, for a possible total term of seven (7) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the County.

E. Mandatory Proposal Response Requirements

All proposals must state the period for which the proposal shall remain in effect (i.e., how much times does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 45 days from the proposal date.

All Proposals must contain the following:

1. Technical Proposal: a narrative which addresses the scope of work, responds to the requirements of the plan specifications and questionnaire, the proposed approach to the work, the schedule of work, and any other information the proposer deems relevant. Proposers may use a format of their choice.
2. Plan Design: a presentation of the proposer's total offering, including the estimated costs for providing each component of the required goods or services.
3. A duly completed and verified Business History Form attached as Appendix B, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
4. The references as indicated in Appendix B are preferred from other public employers in the Metro NY area or other large private employers in the Metro NY area.
5. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix C. If the proposer is a publicly traded entity, a copy of the annual report will suffice.
6. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
7. Additional information that the proposer believes is pertinent to the County's requirements.
8. Identify if the proposal is dependent on being the only dental insurance provider in the County.
9. As per the "Proposal Evaluation Criteria" section, indicate whether proposals for both scopes of work (if appropriate) are to be viewed as one unified proposal or as two separate proposals. In the absence of this statement, the County will review the proposals as separate documents.
10. If the proposed coverage requires minimum participation rates, please identify that clearly.

All proposers must be registered with the County as a vendor. Registration may be done through the County's website (www.nassaucountyny.gov) by selecting the appropriate function under the "E-Services for Business" tab.

F. Additional Response Requirements

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 45 days from the proposal date.

Quotes which are subject to change shall be considered non-responsive and rejected.

All proposals must contain the following:

1. The Non-Collusive Proposal Certification attached as Appendix A.
2. A duly completed and verified Business History Form attached as Appendix B, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the contract that would be entered into between the parties.
3. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix C.
4. A completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form, attached as Appendix D. Additionally, if the proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization, attached as Appendix E.
5. Living Wage Law Certificate of Compliance, attached as Appendix H.
6. The proposer's exceptions to the RFP requirements, if any.
7. Additional information that you believe pertinent to the County's requirements.
8. Statement proposer has registered with the County as a vendor

G. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and eleven (11) copies of the proposal, together with all attachments, must be submitted to the County no later than 3:00 p.m. EST on Monday June 6, 2016. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

The County is under no obligation to respond to any question, inquire or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the number listed below. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Kerrin Huber
Administrative Director
Nassau County Department of Human Resources
1 West Street, Room 100
Mineola, New York 11501
Telephone: (516) 571-3072
Facsimile: (516) 571-4384
Electronic Mail: khuber@nassaucountyny.gov

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

H. Proposal Evaluation Criteria

The following are minimum qualification requirements. Proposers not meeting or failing to document their ability to meet these minimum requirements will not be considered for award.

- The proposer must have ten (10) years' experience in the area of health benefits and at least 5 years experiences with dental benefits, be able to provide the full range of services of services contained in the Plan Specifications for group accounts of comparable size, and have current and on-going accounts of comparable size.
- The proposer must be qualified and licensed to conduct business in the State of New York.
- The proposer must be qualified to adhere to the plan design within this RFP.
- The proposer must have service area representation within Long Island, Westchester County and the boroughs of New York City.

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. The selection committee will evaluate each proposal and use the following for scoring each submission:

Provider Network

25%

- Quality of network
- Quality assurance programs
- Size and geographic distribution
- Credentialing and monitoring of providers
- Network Support
- Utilization management and grievance procedures
- Network able to accept new patients

Overall Plan Design

25%

- Ability to provide options similar to existing DHMO plan
- Ability to provide options similar to existing Schedule Indemnity plan
- Buy-up option
- Complete substantiation of the organizational structure and capacity to provide and support the proposed services
- Clear description of potential resources utilization methods

Administrative Capability

25%

- Claims administration
- Data transmissions capability
- Performance guarantees
- Ability to co-ordinate with county health benefits administrator

Miscellaneous Criteria

25%

- Proposers' overall financial and organizational resources
- Customer services satisfaction programs
- Experience in providing the range and scope of the benefits programs requested for large employer groups to include employer references

If a proposal includes responses to both portions of the scope of work, absent a specific statement to review the proposals as one, unified document, they will be separately rated.

The County will consider any other relevant factors as determined by the selection committee.

I. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **No Commitment.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do. All determinations as to the completeness or compliance of any proposal, or as to the eligibility or qualification of any proposer, will be within the sole and absolute discretion of the County. The County reserves the right, at any time, to determine that any or all proposers are not qualified for further consideration. The County will notify proposers of any such County determination.

The County may require the Proposer selected to participate in negotiations and it submit any price, technical, or other revisions or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be posted on the County's website.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix J attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a proposer nor the negotiation of the contract with such proposer(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such proposer (s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Offer; Additional Information.** The county may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
8. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.
9. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.

10. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
11. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facets of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals

L. Protest Policy

As indicated in Section G, all questions or concerns regarding this RFP must be directed to the designated contact person. If a proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

APPENDIX A

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor;
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; and
- D. The undersigned has carefully examined the proposal and contract documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.
- E. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate the contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.

SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ DATE: _____

APPENDIX B

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____

1) Bidder's/Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone

: _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The bidder/proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____ Corporation _____
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ___ No ___ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ___ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ___ If Yes, provide details: _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ___ if yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ___ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ___ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ___ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ___ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ___ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidders/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidders/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the bidders/proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20

Notary Public

Name of submitting business: _____

By: _____

Print name

Signature _____

Signature

Title	Page
	1
	2
	3

Title

/ /

Date

APPENDIX C

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

Note: All questions require a response, even if response is "none" or "not applicable" No Blanks.

1. Principal Name _____
Date of birth ____/____/____
Home address _____
City/state/zip _____
Business address _____
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES ____ If Yes, provide details. _____
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ____ YES ____ If Yes, provide details. _____

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ____ YES ____; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ____ YES ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
NO ____ YES ____ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ____ YES ____ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ____ YES ____ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ____ YES ____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☐ YES ☐ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☐ YES ☐ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☐ YES ☐ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☐ YES ☐ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☐ YES ☐ if yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☐ YES ☐ if yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☐ YES ☐ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX D

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: _____
Address: _____
City, State and Zip Code: _____
2. Entity's Vendor Identification Number: _____
3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture
_____ Ltd. Liability Co _____ Closely Held Corp. _____ Other
(specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. Above; (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: _____

Signed: _____

Print Name: _____

Title: _____

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

APPENDIX E

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: _____

Signed: _____

Print Name: _____

Title: _____

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

APPENDIX F

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix G attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The

Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

4. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one ~~of~~ more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is

in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8 Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

APPENDIX G

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix G are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix G, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix G or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms

provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix G the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix G.

As used in this Appendix G the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix G the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix G the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix G "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix G the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix G the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix G, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX H

CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Signature of Chief Executive Officer

Date _____

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20__.

Notary Public

**A DENTAL PLAN FOR
THE EMPLOYEES OF
THE COUNTY OF NASSAU**



Effective Date: January 1, 2012

January 1, 2012

Dear County Employee:

It is our pleasure to provide you with this booklet detailing the benefits and provisions of the dental insurance coverage provided by Nassau County to its eligible employees, their spouses, and dependent children up to nineteen years of age. Coverage is extended to dependent children up to twenty-five years of age if they are full-time students.

This flexible program has two coverage options so that you may choose the one that best meets the needs of your family:

Comprehensive Plan

The Comprehensive Plan requires you to choose a Managed Care dentist from a select list of providers in our area. Under this option, most services will be paid for in full, except for osseous surgery and orthodontics, which are subject to a pre-determined copayment. There are no reimbursements and no claim forms to complete.

Reimbursement Plan

The Reimbursement Plan permits you to use any dentist. Under this option, payment for services rendered will be up to the amount listed on the reimbursement schedules in this booklet. Reimbursement can be obtained by filing a claim form, and you must assume any costs incurred in excess of the scheduled amounts. In order to lower your out-of-pocket expenses, you may visit the offices of dentists who participate with the company's Preferred Provider Organization (PPO). When covered services are received from participating dentists in the Company's PPO Plan, you will only be responsible for the co-payments shown in this booklet.

Additional information concerning your dental benefits and the filing of claims may be obtained through your Human Resources representative.

Regardless of which option you choose, this coverage is without cost to you, and is one of several excellent programs provided for Nassau County employees to enhance the health of you and your family.

Best regards,

County Comptroller

County Executive

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DUAL CHOICE DENTAL PROGRAM

The Reimbursement Plan

OR

The Comprehensive Plan

Information about the REIMBURSEMENT PLAN begins on page 7. This section describes the major provisions of the policy covering enrollees in this option. The Reimbursement Plan permits you to use any dentist of your choice. Payments will be made for covered services received up to the amount provided for in the Reimbursement Plan Schedule of Dental Services. Claims must be filed to obtain reimbursement and any costs incurred in excess of the scheduled amounts must be assumed by you. If questions arise, the policy will govern.

Enrollees in this plan have the opportunity to reduce their out-of-pocket expenses by receiving treatment from dentists in the Company's Preferred Provider Organization (PPO). When covered services are received from participating dentists in the company's PPO Plan, you will only be responsible for the co-payments shown in the Schedule of Dental Services. Benefits for covered services rendered will automatically be assigned to the provider if you use a PPO dentist.

The COMPREHENSIVE PLAN description begins on page 24. The Comprehensive Plan requires you to select a participating managed care dentist from a directory of providers. Under this option, most services will be covered in full. In all cases, there are no deductibles, no maximums and no claim forms for you to complete.

Questions about the benefits, exclusions & limitations and participating providers in both plans can be answered through your Human Resources Representative.

EMPLOYEE ELIGIBILITY

ELIGIBLE CLASSES OF EMPLOYEES

All active full-time employees of the County of Nassau and their eligible dependents who are covered by ordinance No. 543-1995, domestic partners of eligible employees or former employees, and the children of domestic partners of eligible employees or former employees, as such terms are defined by Nassau County, former County employees who are now New York State employees in the court system and who were insured by Providers as of December 31, 2007 date or any of the following negotiating units:

- a. Civil Service Employees Association, Nassau Local 830, AFSCME, Local 1000, AFL-CIO.
- b. Police Benevolent Association of the Nassau County Police Department.
- c. Detectives Association of the Police Department of the County of Nassau, Inc.
- d. Superior Officers Association of the Police Department of the County of Nassau, Inc.
- e. Sheriff's Officers Association.

APPLICATION FOR COVERAGE

New employees must make application for coverage within 60 days from the first day of the month following their employment. They should file a new enrollment form with the County Comptroller.

DATE EMPLOYEES ARE ELIGIBLE FOR INSURANCE

Each employee in an eligible class on January 1, 2012 will be eligible for insurance on that date.

Each employee who enters an eligible class after January 1, 2012 will be eligible for insurance on the first day of the month coinciding with or next following the date he or she completes 2 months of full-time work in an eligible class.

Rehired employees

The County may choose to have insurance for former employees take effect on the date they re-enter an eligible class. This choice may apply to all or some classes of employees. Such former employees must be rehired within 12 months after their insurance ended. The County must notify the company (administrator) of this choice in writing. If this choice is made, it will apply to all rehired employees in the same class. If it is not made, rehired employees must complete the waiting period shown above.

DATE EMPLOYEE'S INSURANCE TAKES EFFECT

Your insurance will take effect on the date you are eligible.

ACTIVELY AT WORK REQUIREMENT

You must be actively at work in an eligible class on the date your insurance is to take effect. If you are not, such insurance will take effect on the day you resume such work.

EMPLOYEE ELIGIBILITY

The date insurance is to take effect might not be a scheduled workday. If so, you will be considered actively at work on such date if you were actively at work on your last scheduled workday.

DATE EMPLOYEE'S INSURANCE ENDS

Your insurance will end at the earliest of:

1. the date the group policy ends
2. the date insurance ends for your class
3. the end of the period for which the last premium has been paid for you, or
4. the end of the month in which employment ends; except as stated in the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT provision, ceasing full-time work in an eligible class will be considered the end of employment.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

If you cease full-time work, contact the Human Resources Department right away for details on continuation of your insurance, if any.

In Accordance with Federal Law

PLAN ADMINISTRATOR means that as defined by section 3(6) (A) of the Employee Retirement Income Security Act of 1974 (ERISA).

If your insurance ends because you cease to be in an eligible class under the group policy, which stays in effect, you may elect to continue:

- your dental insurance, and
- your dependents' dental insurance

To do so, you must notify the County within 60 days of the later of:

- the end of the period for which the last premium has been paid by you
- the date a person is eligible for Medicare
- the end of a period of 18 months
- the date the person is insured under another group insurance plan, or
- the date the group policy ends.

State law may also permit continuation of insurance. Contact the Human Resources Department for information.

Maximum Period of Continuation

You may have your insurance continued under more than one of the continuations described on the previous page. In this case, the maximum period for which insurance may be continued will be equal to the longest single continuation period which applies to you.

EMPLOYEE ELIGIBILITY

At the end of your continuation period, employment will be considered to end and insurance will end. Insurance will not end if, at this time, you resume full-time work in an eligible class.

DEPENDENT ELIGIBILITY

DEFINITION

DEPENDENT means your

1. lawful spouse; and
2. unmarried children whom you support and who are:
 - under age 19, or
 - full-time students between the ages of 19 and 25.

If full-time student leaves school or graduates, his insurance will be continued until the earliest of:

- the date the student leaves school or graduates, or
- the date the student attains age 25.

"Children" includes stepchildren and adopted children who are supported by you. A child in the process of adoption will be considered a dependent from the day he is supported by you.

A spouse or child who is eligible for insurance under the group policy as an employee will not be considered a dependent.

DATE YOU ARE ELIGIBLE FOR DEPENDENTS' INSURANCE

You will be eligible for dependents' insurance on the later of:

- the date you are eligible for insurance, or
- the date you obtain a dependent.

DATE DEPENDENTS' INSURANCE TAKES EFFECT

1. For dependents you have when you become eligible, dependents' insurance will take effect on the date you are so eligible.
2. Each person who becomes your dependent after you become insured for dependents' insurance will be insured on the date he becomes a dependent.

Out of hospital requirement

A dependent might be hospitalized on the date his insurance is to take effect. If so, insurance will take effect on the day after he is discharged. This requirement will not apply to a newborn child.

DEPENDENT ELIGIBILITY

DATE DEPENDENTS' INSURANCE ENDS

A dependent's insurance will end at the earliest of:

1. the date your insurance ends
2. the date dependents' insurance ends under the group policy
3. the date the person ceases to be a dependent, or
4. the end of the period for which the last premium has been paid for the dependent.

CONTINUATION OF DEPENDENTS' INSURANCE WITH PREMIUM PAYMENT

For Mentally or Physically Handicapped Children

Insurance for a dependent child may be continued past the age limit if he cannot support himself because he is physically or mentally handicapped. Premium payment will be required. Proof of the handicap must be sent to the provider within 31 days after the child attains the age limit.

Insurance will continue for as long as such child:

- remains handicapped, and
- meets all the rules for dependents under the plan, except the age limit.

In Accordance With Federal Law

PLAN ADMINISTRATOR means that as defined by section 3(6) (A) of the Employee Retirement Income Security Act of 1974 (ERISA).

If dental insurance ends for the dependents listed below, they may elect to continue it. To do so, they must notify the County within 60 days of the later of:

- The date their insurance ends, or
- The date the Plan Administrator gives them notice of their right to elect this continuation.

The dependent will be required to pay the premiums due.

Who May Elect Continuation

1. A spouse or dependent child whose insurance ends for these reasons:
 - The employee dies
 - The marriage ends by divorce or annulment, or
 - The employee elects Medicare as a primary payer.
2. A dependent child who ceases to be one as defined in the group policy.

CONTINUATION OF DEPENDENTS' INSURANCE WITH PREMIUM PAYMENT

Duration of Continuation

Insurance may continue until the earliest of:

The end of the period for which the last premium has been paid by the dependent

The date the dependent is eligible for Medicare
the end of a period of 36 months

The date the dependent is insured under another group insurance plan, or

The date the group policy ends.

State law may also permit continuation for your spouse. She or he should contact the Human Resources Department for information.

THE REIMBURSEMENT PLAN

Under this Option, you and your eligible dependents may employ the services of any dentist you wish. You will be reimbursed for covered dental services rendered up to the maximum amounts shown in the Schedule of Dental Services in this booklet. Claim forms are required in order to be reimbursed and you are responsible to pay the balance of the dentist's fees that are above the plan allowances. Subject to certain conditions, predeterminations are necessary before the actual dental work is performed.

You may also be treated by dentists who participate in the company's Preferred Provider Organization (PPO). These dentists have reduced their fees and accept the amounts shown in Company's PPO Schedule of Allowances as payment in full. When covered services are received from participating dentists in the company's PPO Plan, you will only be responsible for the co-payments shown in this booklet.

To find a participating PPO dentist, you can log onto the company website and click on "Our Dentists", PPO Panels, "Company's PPO Panel". You can enter the category of dentist (general, endodontist, periodontist, etc.) and the zip code for your search. Using the first 3 digits of the zip code will result in a larger number of providers.

SCHEDULE OF BENEFITS

DENTAL BENEFITS FOR ALL INSURED PERSONS

Dental benefits to be paid during each calendar year:

For Orthodontics: the lesser of:

- 100% of the dentist's fee, or
- 100% of the amounts in the fee schedule

These benefits are subject to an overall maximum dental benefit of \$1650.00 for each person while insured.

For other services listed in the Schedule of Dental Services:

- 100% of the amounts in the fee schedule

These benefits are subject to an overall maximum dental benefit of \$2500.00 for each person while insured.

THE REIMBURSEMENT PLAN

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means that you perform each duty of your job for full pay. This must be done at the County's place of business or any place to which such business requires you to travel.

FULL-TIME means active work on the County's regular work schedule for the class of employees to which you belong. The work schedule must be at least 20 hours a week.

INSURED PERSON means an insured member or insured dependent. Each will be insured only for the benefits for which he becomes and remains insured by the group policy.

MEDICARE means Parts A and B of the medical care benefits provided by Title XVIII of the Social Security Act of 1965.

COUNTY means the County of Nassau

DENTAL BENEFITS

If you or one of your dependents, while insured, incurs the covered charges described, Company's will pay these benefits.

DEFINITIONS

DENTIST means a person licensed to:

- render dental services
- perform dental surgery, or
- administer anesthetics (or fluids and blood incident to the anesthesia) for dental surgery.

Such person must act within the scope of his or her license.

PREFERRED PROVIDER ORGANIZATION (PPO) means a network of licensed dentists who have contractually agreed to accept the company's PPO Schedule of Allowances as payment in full for all covered services.

REASONABLE AND CUSTOMARY CHARGE, means a charge not more than the usual charge for a dental service in the locality where it is received. The person's sex, age and state of health will be taken into account.

COURSE OF TREATMENT means all treatments that result from an exam by a dentist. The treatment must be recommended by such dentist. A course of treatment will be considered to start on the date of the exam. It will end on the date all recommended services have been rendered.

COVERED CHARGES

Covered charges are charges for dental services which are:

rendered by a dentist, and
shown in the Schedule of Dental Services

Any amount of such charges which exceeds reasonable and customary charges will not be covered.

Benefits for such charges will be equal to the fees charged, up to:

1. the amount shown in the Schedule of Dental Services, and
2. the maximum amount for all dental services during each calendar year for Orthodontia. This maximum is shown in the Schedule of Benefits.

DENTAL INFORMATION REQUIRED

As part of proof of a claim, Company's through its administrator can require proof of the condition or treatment of the teeth or mouth. Such proof may include:

a complete dental chart showing extractions, fillings or other dental services rendered before the charge was incurred for the claim

the dentist's or hospital's itemized bills

X-rays, lab or hospital reports

casts, molds or study models

TREATMENT PLAN NOTICE

If a dental plan reveals the need for:

a dental service for which the estimated cost exceeds \$250
orthodontia, or
fixed bridgework

A notice must be sent to Company within 20 days of such exam. The notice must be on a standard predetermination form, should describe the dental services recommended, and give the estimated cost of providing such services.

The company has the right to require such notice in any other instance that it thinks necessary. If the company makes such a request the notice that it thinks necessary. If the company makes such a request, the notice must be sent within 20 days after the day the claim is received. No benefits will be paid under this benefit section for a dental service which is not begun within 90 days after a predetermination was sent to the company.

HOW TO FILE YOUR CLAIM

Your group insurance program is designed to help process your claim as quickly as possible. Therefore, your claim will be administered by the company.

Once dental work has been completed for you or a family member, benefit payment will be paid to you unless you have indicated on the claim form that you wish the company to pay the dentist directly. Your promptness in submitting the required claim form (which should be fully completed by you and your dentist) will result in speedy payment of your claim.

PLEASE FOLLOW THESE STEPS:

1. Your dentist may submit any standard claim for dental services or you may obtain a claim form from your Human Resources Department. A separate claim form must be used for each member of your family.
 2. Complete the employee section of the form. Please print legibly or type. A complete and accurate claim form will speed payment.
 3. Sign and date the "Authorization to Release Information".
 4. If you wish to have your benefits paid directly to the dentist, sign and date the "Authorization to Pay Benefits to Dentist." If you wish payment directly to you, do not sign this portion. Benefits will automatically be assigned to PPO dentists.
 5. Bring your claim form with you to the dentist.
 6. Ask the dentist to complete and sign the Attending Dentist's Statement.
-
1. The completed claim form and supporting materials should be sent to the company.

THE REIMBURSEMENT PLAN
SCHEDULE OF DENTAL SERVICES **

**A.D.A.
SERVICE**

NUMBER	Dental Services	Maximum Amount of Out-of-Network Benefit	In-Network PPO Copayment
<u>Diagnostic</u>			
<i>Clinical Oral Exam</i>			
120	Periodic	\$25.00	No Charge
140	Limited	25.00	No Charge
150	Comprehensive	25.00	No Charge
<i>Radiographs</i>			
210	Intraoral complete series (including bitewings)	56.00	No Charge
220	Intraoral - single, first film	10.52	No Charge
230	Intraoral - each additional film	10.52	No Charge
240	Intraoral - occlusal, single, first film	19.00	No Charge
250	Extraoral - single, first film	20.00	No Charge
260	Extraoral - each additional film	15.00	No Charge
270	Bitewing - single, first film	10.00	No Charge
272	Bitewing - 2 films	14.00	No Charge
274	Bitewing - 4 films	24.20	No Charge
330	Panoramic-maxilla and mandible, single film	50.00	No Charge
340	Cephalometric Film	50.00	No Charge
<i>Others</i>			
470	Diagnostic casts	37.00	No Charge
<u>Preventive</u>			
<i>Dental Prophylaxis</i>			
1110	Adult	44.00	No Charge
1120	Child	30.00	No Charge
<i>Fluoride Treatment</i>			
1203	Topical application of fluoride, (without prophylaxis)	31.00	No Charge
<i>Space Maintainers</i>			
1510	Fixed-unilateral band type	156.00	No Charge
1515	Fixed-bilateral	220.00	No Charge
1520	Removable-unilateral	188.00	No Charge
1525	Removable-bilateral	188.00	No Charge

THE REIMBURSEMENT PLAN
SCHEDULE OF DENTAL SERVICES

**A.D.A.
SERVICE**

NUMBER	Dental Services	Maximum Amount of Out-of-Network Benefit	In-Network PPO Copayment
<u>Restorative</u>			
<i>Amalgam Restorations</i>			
2140	One surface	\$30.00	\$15.00
2150	2 surfaces	42.00	18.00
2160	3 surfaces	54.00	21.00
2161	4 or more surfaces	54.00	31.00
2951	Pin retained	20.00	5.00
<i>Composite Restorations</i>			
2330	Composite resin, one surface	27.50	22.50
2331	Composite resin, two surfaces	50.00	20.00
2332	Composite resin, three surfaces	70.00	18.00
2335	Composite resin, (involving incisal angle)	70.00	25.00
<i>Metallic Restorations</i>			
2410	Gold Foil-one surface	31.55	133.45
2510	Inlay-one surface	135.00	115.00
2520	Inlay-two surfaces	210.00	90.00
2530	Inlay-three surfaces	260.00	100.00
2542	Onlay-two surfaces	210.00	90.00
<i>Porcelain Restorations</i>			
2610	Inlay-one surface	175.00	45.00
2620	Inlay-two surfaces	175.00	45.00
2630	Inlay-three surfaces	175.00	45.00
<i>Crowns-Single Restorations Only</i>			
2710	Resin	215.00	No Charge
2720	Resin, high noble metal	250.00	275.00
2740	Porcelain ceramic	240.00	185.00
2750	Porcelain, high noble metal	285.00	310.00
2780	¾ cast, high noble metal	143.73	281.27

THE REIMBURSEMENT PLAN
SCHEDULE OF DENTAL SERVICES

**A.D.A.
SERVICE**

NUMBER	Dental Services	Maximum Amount of Out-of-Network Benefit	In-Network PPD Copayment
<u>Restorative</u>			
2790	Full cast, high noble metal	\$215.00	310.00
2930	Stainless steel	95.35	14.65
2952	Cast post and core	85.00	80.00
2954	Prefabricated post and core	70.00	35.00
<i>Other Restorative Services</i>			
2910	Recement inlay	26.00	10.00
2915	Recement post	25.00	5.00
2920	Recement crown	14.72	23.28
<u>Endodontics</u>			
3110	Direct pulp cap	17.50	7.50
3220	Therapeutic pulpotomy	40.00	25.00
<i>Root Canal Therapy</i>			
3310	Anterior	240.00	110.00
3320	Bicuspid	290.00	135.00
3330	Molar	320.00	180.00
3410	Apicoectomy, anterior	120.00	90.00
3421	Apicoectomy, bicuspid	120.00	90.00
3425	Apicoectomy, molar	135.00	100.00
3426	Apicoectomy, each additional root	91.77	33.23
3430	Retrograde filling, per root	45.00	10.00
<u>Periodontics</u>			
4210	Gingivectomy, per quadrant	150.00	30.00
4211	Gingivectomy, 1-3 teeth	22.00	20.50
4260	Osseous surgery, per quad	275.00	185.00
4261	Osseous surgery, 1-3 teeth	100.00	75.00
4263	Bone replacement graft	100.00	75.00
4270	Pedicle soft tissue graft	100.00	30.00
4271	Free soft tissue graft	100.00	175.00
4341	Scaling and root planing, per quad	55.00	35.00
4342	Scaling and root planing, 1-3 teeth	40.00	5.00
4910	Periodontal Maintenance	50.00	22.50

THE REIMBURSEMENT PLAN
SCHEDULE OF DENTAL SERVICES

A.D.A. SERVICE NUMBER	Dental Services	Maximum Amount of Out-of-Network Benefit	In-Network PPO Copayment
<u>Prosthodontics, Removable</u>			
<i>Complete Dentures</i>			
5110	Complete upper	\$356.86	293.14
5120	Complete lower	356.86	293.14
5130	Immediate upper	356.86	318.14
5140	Immediate lower	356.86	318.14
<i>Partial Dentures</i>			
5211	Partial upper, acrylic base	404.53	45.47
5212	Partial lower, acrylic base	404.53	45.47
5213	Partial upper, cast base	404.53	290.47
5214	Partial lower, cast base	404.53	290.47
5281	Removable unilateral, partial	325.00	190.00
<i>Adjustments to Dentures</i>			
5410/11	Complete denture	24.54	.46
5421/22	Partial denture	24.54	4.91
<i>Repairs to Dentures</i>			
5510	Repair broken denture	30.00	35.00
5520	Replace tooth	24.54	30.46
5610	Repair resin denture base	30.00	35.00
5620	Repair cast framework	60.00	40.00
5630	Repair/replace clasp	72.21	17.79
5640	Replace broken tooth on partial	24.54	30.46
5650	Adding tooth to partial	60.29	No Charge
5660	Adding clasp to partial	72.21	17.79
<i>Denture Duplication and Relining (such service must be rendered one year or more after insertion and is limited to one such service in 2 years)</i>			
5710/11	Rebase complete denture	140.00	110.00
5730/31	Reline complete denture (office)	75.00	60.00

THE REIMBURSEMENT PLAN
SCHEDULE OF DENTAL SERVICES

**A.D.A.
SERVICE**

NUMBER	Dental Services	Maximum Amount of Out-of-Network Benefit	In-Network PPO Copayment
<u>Prosthodontics, Removable (Continued)</u>			
5740/41	Relining partial denture (office)	\$60.29/80.00	29.71/55.00
5750/51	Relining complete denture (lab)	83.43/105.00	66.57/95.00
5760/61	Relining partial denture (lab)	83.43/83.43	61.57/96.57
5850	Tissue conditioning	29.45	32.55
<u>Implant Services</u>			
6058	Implant / Abutment supported porcelain/ ceramic crown	215.00	635.00
6059	Abutment supported by porcelain fused to /ceramic high noble metal crown	215.00	785.00
6060	Abutment supported porcelain fused to metal crown	215.00	685.00
6061	Abutment supported by porcelain fused to noble metal crown	215.00	785.00
6065	Implant supported by porcelain/ceramic crown	215.00	985.00
6066	Implant supported porcelain fused to metal crown	215.00	785.00
6067	Implant supported metal crown	215.00	285.00
6068/77	Implant / Abutment Supported	Not Covered	Not Covered
<u>Prosthodontics, Fixed</u>			
<i>Bridge Pontics</i>			
6210	Pontic, high noble metal	215.00	310.00
6240	Pontic, porcelain high noble metal	265.00	330.00
6250	Pontic, resin high noble metal	250.00	275.00
<i>Retainers</i>			
6545	Retainer, cast metal	135.00	90.00
6602	Inlay, 2 surface high noble	175.00	135.00
6603	Inlay, 3 or more surfaces high noble	225.00	145.00
6611	Onlay, 3 or more surfaces high noble	250.00	275.00
<i>Bridge Crowns</i>			
6720	Plastic, high noble metal	250.00	275.00
6740	Porcelain	240.00	185.00
6750	Porcelain, high noble metal	285.00	310.00
6780	¾ cast, high noble metal	165.00	145.00
6790	Full cast high noble metal	215.00	310.00

THE REIMBURSEMENT PLAN
SCHEDULE OF DENTAL SERVICES

A.D.A. SERVICE NUMBER	Dental Services	Maximum Amount of Out-of-Network Benefit	In-Network PPO Copayment
<u>Prosthodontics, Fixed (Continued)</u>			
<i>Other Prosthetic Services</i>			
6930	Recement fixed partial denture	\$38.00	24.00
6970	Cast post and core	85.00	80.00
6972	Prefabricated post and core	70.00	35.00
<u>Oral Surgery</u>			
<i>Extractions</i>			
7111	Coronal remnants – deciduous	44.00	22.00
7140	Erupted tooth or exposed root	44.00	22.00
7210	Surgical extraction, erupted tooth	70.00	40.00
7220	Extraction of tooth, soft tissue impaction	105.00	50.00
7230	Extraction of tooth, partial bony impaction	125.00	63.00
7240	Extraction of tooth, complete bony impaction	155.00	85.00
7250	Surgical removal of residual root	55.00	35.00
7280	Surgical exposure of unerupted tooth	125.00	100.00
7285	Biopsy of hard tissue	70.00	20.00
7286	Biopsy of soft tissue	55.00	20.00
<i>Alveoloplasty</i>			
7310	In conjunction with extractions, per quad	27.50	34.50
7320	Not in conjunction with extractions, per quad	85.00	40.00
<i>Surgical Excision</i>			
7450	Removal of odontogenic cyst or tumor, up to 1.25 cm	125.00	55.00
7451	Removal of odontogenic cyst or tumor, over 1.25 cm	210.00	90.00
7471	Removal of exostosis, maxilla or mandible	275.00	105.00
7510	Incision and drainage of abscess, intraoral	48.00	17.00
7960	Frenulectomy, (frenectomy or frenotomy)	135.00	55.00
7970	Excision of hyperplastic tissue, per arch	95.00	125.00

THE REIMBURSEMENT PLAN
SCHEDULE OF DENTAL SERVICES

A.D.A. SERVICE NUMBER		Maximum Amount of Out-of-Network Benefit	In-Network PPO Copayment
Dental Services			
<u>General Services</u>			
9110	Palliative (emergency) treatment of dental pain	20.00	10.00
9220	General anesthesia, first 30 min.	55.00	60.00
9221	General anesthesia, additional 15 min.	Not Covered	55.00
9951	Occlusal adjustment – limited	35.00	20.00
9952	Occlusal adjustment – complete	70.00	80.00

** Where procedures have time limitations, such procedures will be considered
 "by report" of the attending dentist where extenuating circumstances may exist.

The company will determine the amount of benefit (if any), for services not shown above.
 Such amounts will be consistent with the amounts shown.

THE REIMBURSEMENT PLAN

DENTAL SERVICE

Orthodontia (including diagnosis, preventive treatment, orthodontic treatment and orthodontic appliances).

AMOUNT OF BENEFITS

the lesser of:

100% of the dentist's fee, or

100% of the fee schedule

not to exceed the overall maximum dental benefit shown in the Schedule of Benefits on page 7.

SPECIAL PROVISIONS FOR GROUPS TAKEN OVER FROM A PRIOR PLAN

These special provisions apply only to those persons who:

were insured by a given benefit section of a prior plan, and
become insured by a similar benefit section of the group policy on the date such section takes effect.

PRIOR PLAN means the County's group insurance plan in effect on the day before a given benefit section of the group policy takes effect.

For services rendered as part of a course of treatment begun before a person becomes insured:

Benefits will be paid up to the lesser of:

the benefits this plan would pay, or

the benefits the prior plan would have paid had it stayed in force.

COORDINATION OF BENEFITS

This section will be used to determine a person's benefits under the group policy IF:

the person is insured for medical/dental care benefits under the group policy and is also covered for these benefits under other plans.

and

the benefits that would be paid by the group policy, without this section.

**THE REIMBURSEMENT PLAN
COORDINATION OF BENEFITS**

PLUS

the benefits that would be paid by the other plans, without a section similar to this section WOULD EXCEED ALLOWED EXPENSES (as defined below).

DEFINITIONS

PLAN means a plan which provides benefits or services for, or by reason of, hospital, surgical, medical or dental care or treatment through:

1. group or blanket coverage, other than blanket school accident coverage, or coverage issued to like groups where the County pays the premium
2. pre-paid plans for:
 - group hospital service
 - group medical service
 - group practice
 - individual practice, and
 - any other such plans for members of a group
3. any plan provided by;
 - labor management trusts
 - unions
 - employer organizations
 - professional organizations, or
 - employees benefit organizations
4. a government program or statute, other than a state medical assistance plan that implements Title XIX of the Social Security Act of 1965 or any law or plan when its benefits are required to exceed those of any private insurance plan or other nongovernmental plan, and
5. medical/dental care benefits coverage in group and individual mandatory automobile "no fault" and traditional mandatory automobile "fault" type contracts.

THIS PLAN means the medical/dental care benefits provided by the group policy.

ALLOWED EXPENSE means an expense which is:

- necessary, reasonable and customary
- incurred while the person (for whom claim is made) is insured, or is entitled to benefits after insurance ends, under the group policy and
- at least partly covered under one of the plans covering such person.

When a plan provides a benefit as a service rather than a cash payment, the reasonable cash value of the service will be considered to be both an allowed expense and a benefit paid.

**THE REIMBURSEMENT PLAN
COORDINATION OF BENEFITS**

EFFECT ON BENEFITS UNDER THIS PLAN

When this section is used, the rules listed below will determine the amount of benefit each plan will pay. All benefits will be determined on a calendar year basis.

These rules may require this plan to pay its benefits first. If so, this plan will pay its full benefits without taking into account other plan benefits.

These rules may require one or more of the other plans to pay their benefits before this plan. If so, this plan will reduce its benefits so that in any calendar year, the sum of all benefits to be paid to a person (by this and all other plans) equals the allowed expenses for that year.

Benefits to be paid under other plans include benefits that would be paid if proper claim is made for such benefits.

Rules to determine which plan pays first

A plan, or part of one, that does not have a section similar to this section will pay its benefits before a plan that has such a section, unless otherwise required by law.

In all other cases, the plan that will pay its benefits first will be:

1. the plan which covers the person as an employee rather than as a retiree.
2. if 1 does not apply, the plan which covers the person as an employee or retiree rather than as a dependent.
3. if 1 and 2 do not apply, the plan which covers the person as a dependent of the parent whose month and date of birth occurs earlier in the year.

However, a child's parents may be divorced or separated. If so, the plan to pay its benefits first will be the plan which covers the child as a dependent of the parent with custody rather than as a dependent of the parent without custody.

If the parent with custody remarries:

the plan which covers the child as a dependent of a parent with custody
will pay its benefits first
the plan which covers the child as a dependent of a stepparent will
pay
its benefits next, and
the plan which covers the child as a dependent of a parent without custody will pay its benefits last.

A court decree may require the parent without custody to be financially responsible for the child's health care. If so, the plan to pay its benefits first

THE REIMBURSEMENT PLAN

COORDINATION OF BENEFITS

will be the plan which covers the child as a dependent of the parent with such responsibility rather than as a dependent of any other person.

**THE REIMBURSEMENT PLAN
COORDINATION OF BENEFITS**

EFFECT ON BENEFITS UNDER THIS PLAN (Continued)

4. If 1, 2 and 3 do not apply, the plan which has covered the person for the longer time rather than for the shorter time.

If the benefits of this plan are reduced due to these rules, such reduction will affect the major medical benefits first, if any. If the other medical/dental care benefits must also be reduced, this will be done in proportion. Any benefits paid by this plan on a reduced basis will be charged against the benefit limits of this plan.

Right To Receive and Release Necessary Information

For this section to work, the company must exchange information with other plans. To do so, the company may give to or get from any source all such information it thinks necessary. This will be done without the consent of or notice to any person. Any person claiming benefits under this plan must give to the company. (administrator) the information it requires.

FACILITY OF PAYMENT

Another plan may pay a benefit that should be paid by the company. by the terms of this section. If this happens, the company may pay to such payor the amount required for it to satisfy the intent of this section. This will be done at the discretion of the company... Any amount so paid will be considered a benefit paid under this plan. I. will not be liable for such payment after it is made.

RIGHT TO RECOVER OVERPAYMENTS

The company may pay benefits in excess of those required by this section. If this happens, the company has the right to recover such excess from:

- any person to or for whom such payments were made
- any other insurer, or
- any other organization.

As Policyholder, the County of Nassau offers enrollees a managed care dental plan from the company. The following provisions apply:

THE REIMBURSEMENT PLAN

EFFECT OF INTERACTION WITH THE COMPREHENSIVE PLAN (MANAGED CARE)

IF YOU ELECT THE DENTCARE COMPREHENSIVE OPTION, insurance provided under the Reimbursement policy for you and your dependents will end on the date you enroll in the Comprehensive Plan and are covered by that policy.

When you become a Comprehensive Plan enrollee, the Benefits after Insurance Ends provisions of the Reimbursement group policy will not apply to you and your dependents.

IF YOU ELECT THE REIMBURSEMENT PLAN

Date Transfer to Such Insurance Takes Effect

If you are a Comprehensive Plan enrollee you may transfer to such insurance by written request. If you elect to do so, any dependents who are Comprehensive Plan members must also be included in such request. The date you and your dependents are to be insured depends on when and why the transfer request is made.

Request Made During an Open Enrollment Period

The company and the County will agree when this period, which will occur annually, will be. If you request insurance during this period, you and your dependents will be insured on the date such period ends.

Request Made Because

The company ends its operations
you move outside the company's participating providers' service
area

If you request insurance because membership ends for these reasons, the date you and your dependents are to be insured depends on the date the request is made.

If it is made:

on or before the date membership ends, you will be insured on the
date such membership ends
the date membership ends, you will be insured on the date the
request is made.

THE REIMBURSEMENT PLAN
EFFECT OF INTERACTION WITH
THE COMPREHENSIVE PLAN
(MANAGED CARE)

Other Provisions Affected By a Transfer

If a person makes a transfer, the following provisions, if required by the group policy for such insurance, will not apply on the transfer date:

- any actively at work requirement
- any waiting period, or
- course of treatment exclusion.

Charges not covered

Charges incurred before a person becomes insured will not be considered covered charges.

Maximum benefit

The total amount of benefits to be paid for each person will be any maximum benefit specified in the group policy, regardless of any interruption in such person's insurance under the group policy.

THE COMPREHENSIVE PLAN

Under the Comprehensive Plan, members of the group select a dentist from the company's panel of managed care participating dentists. The dentist provides all necessary care referring to a wide range of specialists should it become necessary. It is important to note that under this option, care provided by a non-participating dentist is NOT covered unless arranged for by the company.

For those employees selecting the Comprehensive Plan, general dental care is only available from the participating managed care dentists. All family members must select the same general dentist. If children prefer to be treated by pediatric dentists, the employee and his/her family may best be served by the Reimbursement Plan which allows coverage at any dental office.

The Participating Dentist:

The dentists participating in this program are selected from private Neighborhood practices and must meet rigid criteria to be chosen as a Member of the dental panel. In order to be selected, a dentist must not only meet professional standards as set forth by the American Dental Association, but must also provide an adequate and qualified staff, a comfortable hygienic environment and modern equipment.

In addition, the participating dentists are credentialed by the company, a Credentials Verification Organization, to ensure that they are properly licensed and qualified to provide dental care. Any dentist who does not meet the high standards of this program is subject to removal from the panel.

Advantages and Special Features

For most dental services including x-rays, cleanings, fillings, root canals, periodontal care, extractions and prosthetics, there is no charge to the patient. For services that are excluded or limited by the plan, or for services that are upgraded, there may be pre-determined charges.

24 Hour Hotline to assist you in obtaining care at night or on the weekend.

Referrals to participating endodontists, oral surgeons, periodontists and orthodontists, if necessary, are handled by your participating managed care general dentist, at no additional charge to you.

NO CLAIM FORMS TO COMPLETE.

THE COMPREHENSIVE PLAN

Please note that under this option, only care provided by your participating managed care dentist is covered. Services rendered by any other dentist will not be covered unless arranged for by your plan dentist.

For emergency services, a maximum of two visits per calendar year per insured are covered for services rendered by a participating dentist. If you currently are undergoing treatment or have had regular checkups, however, there is no limitation.

If the emergency is out-of-area or you are unable to obtain the services of your plan dentist, you will be reimbursed up to a maximum of \$25 per family member per calendar year upon presentation of a bill for emergency care rendered by a non-participating dentist.

EMERGENCY SERVICE

24 HOUR REFERRAL

In the event you are unable to reach your own participating dentist - a 24 Hour Emergency telephone number is provided to obtain immediate care from another plan dentist:

THE COMPREHENSIVE PLAN

These are the most you will have to pay to your Participating Dentist for the services listed.

Deductible	None
Maximum Benefits Payable Per Calendar Year	Unlimited

Diagnostic and Preventive Services	Charge to the Patient
Oral Exam	
Full Mouth X-Rays	
Bitewing Series	
Single Films	NO CHARGE
Cleaning of Teeth	
Fluoride Treatment	
Emergency Treatment	

Restorative	
Silver Amalgam, One Surface	
Silver Amalgam, Two Surfaces	
Silver Amalgam, Three Surfaces or More	NO CHARGE
Composite Filling, One Surface	
Composite Filling, Two Surfaces	
Composite Filling, Three Surfaces or More	

Oral Surgery	
Routine Extraction	
Surgical Extraction	
Soft Tissue Impaction	NO CHARGE
Full Bony Impaction	
Alveolectomy, Per Quad	
General Anesthesia for Surgical Extractions	

Root Canal Therapy	
Pulp Capping, Direct	
Root Canal Therapy, Anterior	NO CHARGE
Root Canal Therapy, Bicuspid	
Root Canal Therapy, Molar	

THE COMPREHENSIVE PLAN

Periodontics	Charge to Patient
Scaling of Teeth, Full Mouth	
Gingivectomy, Per Quad	NO CHARGE
Osseous Surgery, Per Quad	
Prosthetics - Crowns	
Acrylic with Metal Crown	
Porcelain Crown	
Porcelain with Metal Crown	
Stainless Steel Crown	
Cast Post	NO CHARGE
Recementation, Per Crown	
Acrylic with Metal Crown / Pontic	
Porcelain with Metal Crown / Pontic	
Recementation, Bridge	
Prosthetics - Removable	
Full Upper Denture, Including Adjustments	
Full Lower Denture, Including Adjustments	
Partial Upper Denture, Cast Chrome Base	NO CHARGE
Partial Lower Denture, Cast Chrome Base	
Partial Unilateral Denture, Cast Chrome Base	
Prosthetics - Repairs	
Denture Adjustments Complete	
Broken Body of Denture	NO CHARGE
Replacement of Broken/Missing Teeth	
Orthodontia (24 months of care)	NO CHARGE

DUAL CHOICE DENTAL PLAN

EXCLUSIONS AND LIMITATIONS

Benefits shall not be provided for:

(a) Services rendered for injuries or conditions which are compensable under Worker's Compensation or Employer's Liability Laws; services which are provided by any Federal or State or local government agency, or are provided without cost to the Covered Person, by any municipality, County or other political subdivision or community agency.

(b) Services rendered or items furnished for any conditions, disease, ailment or injury occurring while the Covered Person is on active duty during military service, or for services or items provided under the laws of the United States of America, or of any state of the United States, or of any foreign country, or of any political subdivision of any of the foregoing.

(c) Surgical procedures to correct congenital or developmental malformations, and procedures, appliances or restorations for cosmetic purposes or to increase vertical dimension, treat temporomandibular joint dysfunction, restore occlusion or restore tooth structure lost by attrition.

(d) Dental services rendered prior to the date the person became eligible for such services under this plan, or after the date on which coverage ends.

(e) Analgesics (such as nitrous oxide) or other euphoric or prescription drugs.

(f) Periodontal splinting and/or crown and bridgework used in conjunction with periodontal splinting, including multiple abutments.

(g) Procedures primarily for the purpose of plaque control (except prophylaxis), oral hygiene or dietary instructions.

(h) Sealants and bases, implants, cosmetic bonding, or procedures of an experimental nature. Crowns on implants are not covered (Managed Care Plan).

(i) General anesthesia, except when rendered in conjunction with covered oral surgery by a licensed practitioner other than the treating dentist.

(j) Replacement of lost or stolen appliances.

(k) All other services not specifically included in this contract.

Dual Choice Dental Plan

Exclusions and Limitations

(l) Any services or items which are determined by the plan's Dental Director not to be a necessary service or item in connection with the condition, disease or injury for which the Covered Person is being treated.

(m) Services or items rendered by a family member, or treatment covered or provided under terms of a benefit plan issued by another insurance company, benefit plan or dental facility.

(n) Broken appointments. For appointments not canceled 24 hours in advance, there is a \$30.00 charge to the member (Managed Care Plan).

(o) Services, procedures, or appliances necessary to treat missing teeth, which teeth are already missing on the Effective Date of this Contract, provided, however, that if a Covered Person is eligible for full dentures hereunder, such eligibility shall not be affected by the fact that any tooth or teeth were missing prior to the Effective Date.

(p) Any service not rendered by a participating general dentist, unless a referral is made and authorized by the company to a participating specialist. Patients who are unmanageable by the general dentist, or who desire to be treated under general anesthesia, have no coverage under the plan (Managed Care Plan).

2. Coverage is subject to the following limitations:

(a) Diagnostic and palliative

(i) Examinations will be provided only once in a six (6) month period. Complete mouth radiograph series will be provided only once in a five (5) year period, unless special need is shown. Supplementary bitewing radiographs are provided upon request, but no more than once every six (6) months.

(ii) Palliative treatment is not covered when rendered on the same day as other treatment.

(b) Preventive and periodontal

(i) Prophylaxis and scaling will be provided only once in any six (6) Month period.

(ii) Topical application of fluoride will be provided to cover Dependents with a primary or mixed dentition.

Dual Choice Dental Plan

Exclusions and Limitations

(c) Restorative and Prosthetic

(i) Benefits are allowed for one restoration per tooth, regardless of the number of restoration combinations actually placed.

(ii) Reconstruction: Replacement of inlays, onlays, crowns and bridges will be made only after five (5) years have elapsed following insertion under this or any other prior program.

(iii) Replacement will be made of an existing denture only if it is unsatisfactory and cannot be made satisfactory. Services which are necessary to make such appliances satisfactory will be provided in accordance with the Contract. Prosthodontic appliances including abutment crowns will be replaced only after five (5) years have elapsed following any prior provision of such appliances under any prior dental plan.

(iv) If, in the provision of Prosthodontic Services, the Covered Person and the Dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, the plan will cover only the standard procedure and the Covered Person is responsible for any difference in cost.

(d) In the event that there are alternate methods of treating a condition (e.g., varying techniques, substances and appliances) which methods carry different fees, any other provisions of the Contract notwithstanding, the plan shall cover the procedure with the lesser fee, unless a method carrying the greater fee is the only adequate treatment. In the event the Covered Person elects treatment beyond that determined to be adequate by the Plan, he shall remain responsible for that portion of the Dentist's fee not paid by the plan. Typical limitations in this category are fixed bridges (when partial denture can be used to replace more than one missing tooth in an arch), and single crowns (when the tooth can be restored with an amalgam or composite restoration).

(e) In the event that a Covered Person transfers from the care of one Dentist to that of another Dentist during a course of treatment, or if more than one Dentist renders services for the same dental procedure, the Plan shall not be liable for more than the amount it would have been liable for had but one Dentist rendered all the services during each course of treatment, nor shall the Plan be liable for duplication of services rendered.

**Exclusions and
Limitations**

(f)

Orthodontics

(i) Coverage is for dependent children only (Managed Care Plan) and must be preauthorized by the company. Only those cases involving Class II or Class III malocclusions will be considered for coverage. Such cases must have either a unilateral cross bite, an overjet in excess of 4 mm, or an overbite that impinges on the palatal gingival. Coverage is limited to twenty-four (24) months of treatment.

3. In cases of Dental Emergency, the company will reimburse a Member a maximum per contract year of \$25.00 for services rendered by a General Dentist upon a presentation of bills. This benefit will only be paid if the patient is unable to obtain care from a plan dentist or is out of the service area (Managed Care Plan).

Dental Insurance Request for Proposal
Appendix J — Proposal Questionnaire

A. General

1. Please submit a copy of your most recent audited financial statement and annual report.
2. How many Group Insured Dental programs of comparable size does your company administer? Please name comparable state, county or municipal programs. Please provide three-(3) references from current clientele and three-(3) references from clients who have terminated relationships with your organization within the past three-(3) years.
3. Confirm that your quotation would conform in all respects with the plan specifications of the Section III, Scope of Work. Identify specifically the provisions, which would deviate from this plan and indicate cost implications, if any.
4. Claims Operation - Proposers must agree to permit representatives of the Committee to visit their claims operation prior to selection as well as afterwards, if necessary.
5. Claims Responsibility - Confirm that as the successful vendor, you are willing to be responsible for run-off claims at the end of the contract period, if your contract is not renewed.
6. Claims Responsibility - The new vendor will be expected to assume responsibility for all claims incurred on and after the effective date. The current vendor will handle run-off claims.
7. Please confirm that you carry commercial general and professional liability insurance of \$2 million and will name the County as Additional Insured to indemnify the County against any claim or loss, damage or injury to property or persons arising out of the performance or failure to perform by your firm, employees and agents of the services covered by your contract with the County. Please provide copies of the certificates of insurance.
8. Please confirm the amount of malpractice and liability insurance you require of your network providers. Please specify the minimum malpractice and liability insurance that you require a network provider to carry on a "per person" and aggregate basis.
9. Currently, do you routinely survey beneficiaries to determine satisfaction with the services provided to them? What percent of beneficiaries are

Dental Insurance Request for Proposal
Appendix J — Proposal Questionnaire

surveyed? Explain your program in this regard. How are the survey results used and are they shared with the client and provider? Include a sample copy of a recent survey.

11. Patient satisfaction is an important criterion in the quality of service. To this end, indicate to what extent you will be able to survey members regarding the quality of services rendered. The survey results will be tabulated by the Vendor, and submitted to the County semi-annually. There is to be no additional charge for the survey or the tabulation of survey results.

B. Rate Quotations

1. Please provide Dental rate quotations for the Basic Program and/or Buyup Option, assuming:

Claims handling directly from employee or service provider to Contractor, where service provider is different from Contractor. County to certify eligibility monthly via electronic file transfer.

- a. Contractor will pay claims based on plan provisions fixed allowances for Indemnity services.

Explanation of Benefits statements provided to employee for Indemnity reimbursement; to employee, service provider and service administrator for each claim, where service administrator is different from Contractor.

- b. The contract shall provide that the premiums be paid monthly, in arrears, based on actual employee census for the preceding month.
- c. Members have the option of choosing the Indemnity Plan or the Managed Dental Plan during the "Open Enrollment" period.

2. Proposal Guarantee - All proposals must be guaranteed by the administrator to be firm for an effective date of January 1, 2017. All premiums must be guaranteed for three (3) years.
3. Are there acquisition charges? If so, how are they amortized and over how long a period of time?

C. Financial

1. What is the frequency and timing for the cycle of claims payment, mailing of checks/drafts?
2. What is your policy with respect to claim/reimbursement checks that have not been cashed? Do you reissue the claim checks? If so, after what period? Do you transfer funds pertaining to unclaimed checks to the State of New York? If so, after what period? Are there any charges to participants to have a check re-issued?

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D. Claims Administration (The proposer must respond to each question for both the Managed Dental Plan and Participating Provider Option. If the response is the same for both plans please indicate so.)

1. Describe your regular method of claims processing in detail. How do you assist the members in answering claims questions? Please also describe any alternate or special procedures (i.e., pre-treatment estimates, alternate benefits review etc.), indicating their effect on your retention or costs.
2. Provide sample claim forms, EOB's and other materials furnished to participants.
3. What claim office or offices would pay claims? Where are they located? Are customer service representatives and claims adjudication staff located in the same office? If not, please describe. Confirm that you will offer a tollfree number for members contacting your claims/customer service.
4. Will you have a staff committed to work on Nassau County claims only? If yes, please describe size of staff and reporting structure.
5. What is your normal "in office" turnaround time, i.e., the time lag from when a claim is received in the mailroom by the claim office until an EOB is mailed back by the office. Please indicate example of percentage settlement for one month's claim volume within 5, 10, 15, and 20 working days.
6. Explain fully the methods you use to control claim costs e.g., dental necessity review, dental alternate treatment review, etc. Do you maintain in-house dental expertise (consultants) for dental necessity/alternate review/pre-treatment approvals/etc., or do you use an outside service (identify outside service organization)? Is this included in your quoted price?
7. Describe in progressive steps, the action you would take in investigating a claim either regarding the charge level or necessity of treatment.
8. Describe internal audit review procedures and benefit thresholds. Who performs audits? How are claims selected?
9. The Comptroller has the right to audit. This should not diminish the right of the Comptroller.

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10. Please provide the proposed claims office's quality statistics for calendar years 2014 and 2015, and compare these statistics to your internal performance objectives.
11. Would you recommend any changes in benefit provisions to assist in cost containment? (Any such changes might be deferred for future consideration.)
12. For each of the benefits, what is your definition of a paid claim, closed claim, incurred claim?
13. Please describe which benefit provisions, if any, require manual intervention to complete the claims processing function.

E. Reports/Systems/Data Communication

1. Ownership of Data — Nassau County must maintain ownership of the data and no data can be used for any other purpose without approval of Nassau County
2. Please confirm that your quotation includes providing the County with the reporting requirements illustrated by Dental Program Management Information Reports (included at the end of this appendix). Please confirm that reports will be furnished to the County at no additional cost.
3. Provide examples of other "standard" reports available indicating frequency and additional cost, if any.
4. Please confirm that you will meet the County's systems and data communication requirements as follows:
 - a. If a new contractor is awarded this contract, the new contractor will convert claims history provided by the former contractor into a format compatible with its own system.
 - b. If the contract is not renewed at expiration, the contractor agrees to provide all appropriate claims history to the new contractor with both code translations and payment schedules.
 - c. The contractor will accept a full eligibility file from the County, initially and monthly thereafter. The file will be sent via secure electronic file transfer.

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- d. The contractor will advise the County of verification of files received, date received, and date applied to the database within two working days of receipt.
 - e. At the County's request, the contractor will provide an Eligibility Reconciliation file. The file will contain a record of each eligible and ineligible member on the Contractor database. The file will be used to produce exception reports for Contractor correction including analysis of claims history to correct for erroneous payments.
 - f. At the County's request, the contractor will provide a Claims Audit file to allow the County to produce exception reports of apparent inappropriate claims payments for subsequent reconciliation by the contractor.
- 4. Do you offer claims paid data in an electronic format? If so, please describe the process.
 - 5. Can you receive and send files (including receipt of the County's monthly eligibility data) via FTP?
 - 6. Can you allow the County via a secure website update participants enrollment if necessary? If allowed, what is the time frame from the update via website until the participant can utilize the benefits?
 - 7. What type of computer system do you use for claims administration? Is the software leased? Describe any planned system enhancements or improvements.
 - 8. Please describe the security features that are built into the system. Provide a copy of your systems disaster recovery procedures.

F. Account Services

- 1. From which group office(s) would you service this account?
- 2. Who will be the Account Executive (AE) for this account? Nassau County is requesting that this person or back-up be available to the Health Benefits Administrator between the hours of 9:00 AM to 5:00 PM during normal workdays.

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3. Please provide brief biographical information for each non-clerical individual directly responsible for providing service on this account. Include claim office personnel. Please indicate which personnel are considered implementation or transition team members only.
5. Will your proposed AE also be responsible for production of new business? If yes, what percentage of time? What other clients will the proposed AE be servicing"? Indicate the number and size of such other clients.
5. Does your organization have any future plans for staff re-engineering? How will the County be notified of staff re-engineering or department restructuring? How much notice will be given to the County?
6. Discuss in detail the installation process and team including personnel department assigned, the responsibilities of each member of the team, and the timetable involved.
7. What information and assistance will be required (describe in detail) from the County to complete the implementation process.
8. Describe in detail your process for transfer of claims history from the current administrator (i.e., lifetime maximums for orthodontics, frequency limits, and calendar year maximums for some services).

G. Managed Dental Network (DHMO) and Buy-up Plan Administration (The proposer must respond to each question for the DHMO — if applicable — and Buy-up Options. If the response is the same for both plans please indicate so.)

1. How do you monitor the dentists in your network? What professional standards and guidelines do you use in your evaluation of dentists? Do you perform dental office audits? Do you analyze claims data to detect patterns of abuse by dentists (e.g., dentists that perform more extractions than average, etc.)? If yes, describe in detail.
2. Do you have procedures for review of claims from dentists who overcharge, unbundle procedures, upcode, or provide inappropriate care (e.g., reporting all extractions as if they were surgical extractions, etc.)? Please describe in detail.
3. Describe your credentialing and re-credentialing processes.

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4. How many in-house dental consultants (dentists) are available within your network?
5. What is your standard process for conducting patient surveys? How are the results used and are they shared with providers? Include a sample copy of a recent survey. (We are not asking you to share confidence information, however, we are interested and would like to review a "real" survey.)
6. Describe the process used and your existing capabilities to recruit providers. How are you organized to implement the recruiting process? For every 10 providers approached, how many do you 'sign up'? What is the turnover experience for network providers? On a specific location basis, describe your capabilities and the approach you would use to recruit providers in the NYC and Long Island area. Describe specifically, what you expect the County to contribute to the process.
7. What is the current number of providers in your network in Nassau County? Suffolk County? New York City? Westchester County? Specify the goals you have established to increase the number of providers in your network by January 1, 2017 or later. Please provide a breakdown of the number of general practitioners and dental specialists in the number given above. Provide this information on a County-basis for the follow locations:
 - Nassau;
 - Suffolk;
 - Queens;
 - Kings;
 - New York;
 - Bronx;
 - Richmond and Westchester
8. Please confirm that Dental Specialists in the following specialties will be available in all counties above in the following areas of specialization (Please provide a listing by specialty):
 - Endodontics;
 - Oral Surgery;
 - Orthodontics;
 - Periodontics;
 - Prosthodontics and
 - Pediatric Dentistry
9. List specific recommendations you would make to the County to: a) increase the proportion of services provided through managed care, and b) increase the number of providers in your network.

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10. In the event the County implements alternative indemnity plans, and/or implements additional dental managed care programs, will you be able to administer these plans? How will you assist the County to prepare for possible changes in plans and network?

H. Performance Guarantees/Performance Penalties

The successful bidder must contractually agree to Performance Guarantees in areas critical to the Plan's cost effectiveness and quality of service. Confirm that you are prepared to incur financial penalties for failure to perform in accordance with the plan specifications and terms of this RFP. Please provide your current Performance Standards Guarantee including penalties for non-compliance. The successful bidder must agree to state willingness to meet each of the following minimum County performance guarantees and propose financial penalties for failure to meet each of the guarantees:

(1) **Implementation and Start-Up Guarantee**

The successful bidder must, at a minimum, guarantee that all plan implementation activities will be completed by January 1, 2017 the contractor can assume total operational responsibility for the plan. For the purpose of this guarantee, the contractor must have in place:

- (A) Its proposed panel provider network. If other than the current County panel is proposed, the Contractor must ensure that it approximates the geographical breakdown of the County's current panel to assure that the network meets the County's access standards. If currently there are no dentists in any of the requested areas, what is the minimum number you will guarantee for January 1, 2017?
- (B) an operational customer service local or toll free telephone number staffed by trained Customer Service Representatives;
- (C) an enrollment system;
- (D) a claims processing system; and
- (E) a claims processing staff

(2) **Panel Provider Access**

6 If Contractor proposes a PPO network other than the current panel of Providers, the Contractor must, at a minimum, guarantee to provide general practitioners with geographical representation in the following areas:

- Nassau;
- Suffolk;
- Queens;

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- Kings;
- New York;
- Bronx;
- Richmond and
- Westchester

Dental Specialists in the following specialties should be available in all counties above in the following areas of specialization:

- Endodontics;
- Oral Surgery;
- Orthodontics;
- Periodontics;
- Prosthodontics; and
- Pediatric Dentistry.

(3) Enrollment Maintenance Guarantee

The contractor must, at a minimum, guarantee that enrollment data provided by the County will be loaded into the Contractor's enrollment system within 48 hours of receipt. Eligibility discrepancy report must be provided to the County within seven working days following receipt of enrollment data.

(4) Claim Accuracy Guarantee

The Contractor must, at a minimum, guarantee that the plan will (a) be charged only for accurate benefit payments, and (b) that any incorrect benefit payments made by the Contractor will be adjusted without charge to the Plan.

(5) Guaranteed Turnaround Time for Out-of-Network Claims

The Contractor must guarantee that a minimum of 90% of all non-panel provider claims will be turned around in fifteen (15) business days. Turnaround time is measured from the date the subscriber claim is received to the date the Explanation of Benefits form is mailed by Contractor.

(6) Guaranteed Turnaround Time for Determinations for Pre-Treatment Estimates (Both PPO and Out-of-Network)

The Contractor must guarantee that a minimum of 90% of all claims for pre-treatment estimates will be turned around in fifteen (15) business days. Turnaround time is measured from the date the subscriber pre-treatment estimate is received to the date the estimate determination form is mailed by Contractor.

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(7) Customer Service Guarantee

The Contractor must guarantee all of the following four (4) minimal levels of service on the local or toll-free customer service number:

(A) Customer Service Availability - The Contractor must guarantee that the telephone system will be operational and available to enrollees and panel providers 99.5% of the scheduled time - 9:00 a.m. to 5:00 p.m. on business days.

(B) Customer Service Telephone Response Rate - The Contractor must guarantee that the average telephone response time, measured on a monthly basis, will not exceed 30 seconds.

(C) Telephone Abandonment Rate - The Contractor must guarantee that the average number of calls, measured on a monthly basis, which the caller disconnects prior to the call being answered (caller abandons due to lack of response) will not exceed 3%.

(D) Telephone Blockage Rate - The Contractor must guarantee that not more than 3% of incoming calls, measured on a monthly basis, will be blocked by a busy signal.

(8) Financial Accuracy Guarantee

The Contractor/Administrator must agree that the average year-end financial accuracy of paid claim dollars will be a minimum of 99%. Each underpayment and each overpayment is an error, and one is not offset by the other.

(9) Payment Incidence Guarantee

The Contractor/Administrator must agree that a minimum of 97% of all claim payments will be processed correctly.

(10) Management Reports Guarantee the Contractor must guarantee that accurate management reports will be delivered no later than the agreed upon due date.

(11) Data Integrity Accuracy Guarantee

The Contractor will guarantee that the claim office providing services to the County will maintain a data integrity (non-financial claim processing accuracy) of 97.0% or higher, measured on an annual basis. The formula for calculating data integrity is the total number of claims audited less the total number of audited claims processed with errors divided by the total number of claims audited.

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(12) Data Systems Availability

The Contractor must, at a minimum, guarantee that the average monthly uptime for the claims processing system will be at least 99% based upon an 8 hour-a-day, 5 day-a-week availability.

The proposer must state willingness to guarantee that all performance guarantees required by this RFP will be met or exceeded, and propose a penalty for failure to meet each guarantee. Nassau County reserves the right to negotiate performance guarantees different than those proposed by the selected vendors. . Performance audits will be based upon the performance guarantees set forth in the contractual agreement resulting from this RFP.

Dental Insurance Request for Proposal

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Dental Program Management Information Reports

I. Utilization Management Reports (Quarterly and Year-to-Date)

- A. Number of procedures by providers and total of all providers, by ADA code, ADA category showing total charges, eligible charges, deductibles, coinsurance, COB and paid amounts.
- B. Number of procedures by member and total for all members, by dependent status, ADA code, ADA category, showing total charges, eligible charges, deductibles, coinsurance, COB and paid amounts, in total and per 1,000 members.
- C. Number of patients (unduplicated) receiving treatment by dependent status, in total and per 1,000 members (include normative comparison).
- D. Number of visits by dependent status in total and per 1,000 members (include normative comparison).
- E. Utilization comparison by Year
- F. Provider Relations Report indicating:
 - the number of formal grievances filed by PPO providers to the dental carrier;
 - The average number of days for resolution.

II. Financial Accounting (Quarterly)

- A. Paid Claims
- B. Average costs per member
- C. Cost Distribution (i.e., number of procedures, total charges, total eligible, deductibles, coinsurance, COB, other adjustments, amount paid) by dependent category, type of service, procedure code.

III. Cost Savings Reports (Quarterly)

- A. Coordination of Benefits Savings
- B. Fee Schedule Savings (Out-of-Network Services)
- C. PPO Savings (In-Network Services)
- D. Non-Covered Services
- E. Dental Denied Procedures

IV. Performance Guarantees (Quarterly Reports)

- A. Network Provider Panel Access
 - Statistics for general practitioners and specialists showing geographical distribution by county and specialty.
- B. Enrollment Maintenance
 - 1. Enrollment completion statistics.
 - 2. Eligibility discrepancy report statistics.

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- C. Turnaround Time Statistics expressed as a percentage of non-panel provider claims and pre-treatment estimates processed within 15 business days.
- D. **Customer Service**
 - 1. Telephone Availability Rate
 - 2. Telephone Response Rate
 - 3. Telephone Abandonment Rate
 - 4. Telephone Blockage Rate
- E. Financial Accuracy Statistics expressed as a percentage of audited paid claims dollars
- F. Payment Incidence Accuracy
 - Statistics expressed as a percentage of audited number of claim payments.
- V. Data Integrity Accuracy Guarantee (Quarterly)
 - Statistics expressed as number of claims audited less the total number of audited claims processed with errors divided by the total number of claims audited.
- VII. Data Systems Availability
 - Statistics for claims processing system availability expressed as the percentage of time the system is up.

Note: All reports should be provided separately for the Basic Program and Buy-up Option provider benefits.

Other Optional Items:

*Delivery Terms (Special Requirements if any – provide details)

*Payment Terms (Special Requirements if any – provide details)

*Additional Important Information (Special Terms and Conditions you wish emphasized – provide details)

Performance Bond/Bid Security if required.

Appendix K.

Census data for employees of Nassau County is available on request

RFP # RFP # PE0516-1616

TITLE: Dental Insurance Coverage for employees of Nassau County

AMENDMENT # 1

The purpose of this amendment is to extend the Anticipated Proposal Schedule provided in Section B of the Dental Insurance RFP, as follows:

B. Anticipated Proposal Schedule

RFP Issue Date: May, 16, 2016

Proposal Due Date: June 20, 2016

Interviews, if necessary: Week of July 11-15

Award Date: August 8, 2016

Dates and events indicated above are subject to change at the sole discretion of the County.

All other terms and conditions remain unchanged.

In your response to the RFP, please acknowledge receipt of this amendment.

NASSAU COUNTY
OFFICE OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

RFP # PE0516-1616

RE: Request for Proposals for a Dental Insurance Plan

Gentlemen:

The County of Nassau desires to retain qualified individuals or entities located and authorized to do business in the State of New York who will provide dental insurance coverage for its approximate 8,026 active full-time permanent employees, part-time benefit eligible employees, and their eligible dependents.

The County must receive your complete proposal(s) no later than **3:00 p.m. on Monday, June 6, 2016**. The firm shall submit eleven (11) copies of the proposal(s), together with all attachments. All proposals shall be submitted to the Nassau County Office of Human Resources, 1 West Street Room 1, Mineola, NY 11501. No late proposals will be accepted.

If you have any questions, please contact Kerrin Huber at 516571-307, or email to khuber@nassaucountyny.gov