TECHNICAL PROPOSAL

PROPOSED DENTAL PROGRAM SERVICES

FOR

THE EMPIRE PLAN

SUBMITTED BY

GHI

May 2000

GHI

Trade Secret Letter

May 18, 2000

Mr. Robert DuBois, CEBS
Director, Employee Benefits Division
New York State Department of Civil Services
W. Averell Harriman State Office Building Campus
Building 1, Room 154
Albany, New York 12239

Dear Mr. DuBois:

GHI, in response to Section II.H Disclosure of Proposal Contents on page 9 of the RFP, considers the information contained in the following section of the proposal to be a "trade secret":

The entire **Cost Proposal** (financial proposal) is proprietary and confidential and shall not be disclosed in whole or in part to any third party without the prior written authorization from GHI. The information provided in this response are considered proprietary and confidential since they discuss programs and other information of a unique nature that have been developed and offered by GHI, enabling GHI to offer more competitive cost containment programs than the competitors. Disclosure of the specific details of these programs offered to New York State would provide information to the competitors that would be advantageous in duplicating GHI programs and thus adversely GHI in the marketplace.

Sincerely,

[redacted]

John Baackes
Vice President

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FRANK J. BRANCHINI
PRESIDENT & CHIEF EXECUTIVE OFFICER

May 17, 2000

Mr. Robert DuBois, CEBS
Director, Employee Benefits Division
New York State Department of Civil Services
W. Averell Harriman State Office Building Campus
Building I, Room 154
Albany, New York 12239

Dear Mr. DuBois:

GHI is pleased to present this proposal to provide Dental Program Services for New York State. Our proposal includes detailed information regarding both our organization and the proposed program benefits.

I hereby certify that I am authorized to bind GHI in a contract with New York State. The provisions set forth in this proposal will remain valid for 300 days from the proposal due date.

We agree to the terms and conditions set forth in Section VI of the RFP, including Standard New York State Appendix A (Exhibit I.A). GHI also agrees in principle to provide the comprehensive Dental Program responsibilities as outlined in Section III.C of the RFP.

On behalf of GHI, I thank you for the opportunity to present this proposal.

Sincerely,

[redacted]

FJB:sp

Executive Summary

For nearly 30 years, GHI has served as New York State's partner in providing dental benefits to State enrollees as insurer and administrator of the State's dental coverage. GHI has helped contain the State's plan costs while providing enrollees with broad access to paid-in-full benefits through a statewide network of Participating Dentists.

With this RFP, the State seeks to expand the scope of dental benefits and enhance the services available to State enrollees. At the same time, the State must maintain the fiscal prudence which has governed the plan since its inception.

GHI is clearly the optimal choice to underwrite and administer the new program. The reason is simple: GHI is the only carrier which can reliably offer the State exactly what it needs to accomplish these goals:

- **a foundation of financial and administrative stability**
- **a willingness and ability to innovate to support the State's new goals**

This Summary details the solid foundation that is already in place and describes the innovations GHI proposes to meet the State's new objectives. GHI's unique combination of stability and innovation gives the State the security of continued strict financial controls – the most critical factor in the new program's success – and administrative ease, along with the assurance, backed by aggressive performance guarantees, that GHI will address the State's new goals effectively.

PROVEN ADVANTAGES

Only GHI offers the State the following advantages in developing its new Dental Program.

- GHI has proven that it can successfully operate a low-cost dental plan while satisfying a substantial majority of State enrollees and their families, as evidenced by enrollee responses to our customer satisfaction surveys
- GHI has supplemented our recruited network with our own Participating Dental facilities, conveniently located to provide service to the maximum number of State enrollees and their families
- GHI's Participating Provider network, both within New York State and elsewhere, has largely been recruited to match the demographics of the State population
- GHI has demonstrated the ability to recruit, maintain, and grow a provider network based on the modest allowances which have fueled the financial success of the State's dental coverage
- GHI has already customized its operations and procedures to reflect the unique needs and requirements of the State and its PEs

- GHI requires no carrier transition activities and coordination to implement the new Program
- GHI offers State enrollees the security of new program features without the concern of dealing with a new, unknown carrier
- GHI has a track record of effective service to the State and a number of other government agencies, based on proven, in-place administrative procedures to handle the specific requirements posed by government/union plans
- GHI has maintained a continuous record of corporate financial stability and commitment to quality, affordable dental coverage throughout the term of this contract
- GHI has an experienced staff of Account Management and Account Services professionals, known to State officials and PE benefit administrators and thoroughly familiar with their needs
- GHI thoroughly understands, through experience, the financial constraints, political considerations, multiple accountabilities, and administrative complexity which the State faces
- GHI is a New York-based, not-for-profit corporation which offers New Yorkers statewide access to affordable, quality health benefits

A FOUNDATION OF FINANCIAL AND ADMINISTRATIVE STABILITY

During the 30 years we have administered the State's dental plan, GHI has worked closely to keep the plan financially stable – indeed, it has been one of the lowest cost dental plans available anywhere -- while offering enrollees a solid baseline of dental benefits. It is fair to say that, based on the State's strategic and budgetary priorities, GHI's dental benefits design has traditionally emphasized cost-effectiveness beyond all other considerations. In fact, at the State's behest, GHI has managed to hold provider reimbursement schedules virtually without increase since 1993. At the same time, however, GHI has also demonstrated the ability to recruit, maintain, and grow a provider network despite these static allowances. In this way, GHI's negotiating skills and exceptional relations with the New York State provider community have largely fueled the financial success of the State's dental coverage

With GHI, then, the State can budget confidently for the new Program, recognizing that the new plans are built based on a clear understanding of the fee schedules and financial results of the previous plan, and on the conservative underwriting principles which have produced those results.

At the same time, State enrollees have enjoyed paid-in-full benefits through GHI's statewide network of Participating Dentists, each of whom accepts GHI's reimbursement as payment in full for covered services. This paid-in-full aspect of the GHI program has proven highly popular with State employees, and is the primary reason the State has been able to provide satisfactory benefits without compromising costs.

Within this cost-effective framework, GHI has continually taken advantage of opportunities to improve service to plan enrollees without compromising costs. For example, in 1973, to make care even more accessible to a substantial number of State enrollees, GHI established the GHI Family Dental Practice. These professional facilities offer State enrollees and other patients the services of skilled professional dental practitioners in a comfortable, welcoming, yet state-of-the-art environment. Comprehensive dental services are available, including pediatric and geriatric dentistry and orthodontia. Since 1997, GHI has maintained two Family Dental Practice locations in Albany:

- The ***Empire State Plaza*** facility is specifically located to maximize access from the many state offices in that area.
- The ***Western Avenue*** location, near the New York State Office Campus, has also proven convenient for many State enrollees.

Within the past five years, the State has also benefited from a number of significant service and operational improvements. For example:

- GHI's effective implementation of EDI processing supported the State's selection of GHI to handle unified ID card processing for State enrollees
- GHI also provides customized enrollment processing and training to a number of Participating Employers in order to promote accuracy in tracking patient eligibility
- GHI's FASTRAK dental claims processing system balances accuracy and cost control so effectively that 85% of all claims are finalized on first pass while preserving the cost basis of the plan. The system already contains all eligibility, claims history, and COB information gathered on State enrollees.
- GHI's Dental Answerline, a 24-hour a day, 7 days a week automated response telephone system, has greatly improved and facilitated enrollee access to plan information while reducing administrative costs.
- GHI's Account Managers and Account Services Department has provided timely, responsive service on account matters to DCS and union benefits managers alike.

As our relationship with the State has evolved, GHI has developed a working knowledge of the critical State personnel, departments, agencies, and unions which have important stakes in the program. GHI has worked closely with these multiple constituencies to take on and resolve the enormous financial, service, benefits, systems, and clinical issues involved in administering a program on this scale. In each of these areas, GHI through the years has developed customized procedures and systems to meet the specific needs of the State program. The administrative structure now in place frequently includes multiple methodologies for the same function to accommodate the needs and preferences of different State agencies and unions.

While such a willingness to go the extra mile under difficult conditions may be rare in today's marketplace, this approach is business as usual for GHI. In addition to our service to the State, GHI has historically specialized in meeting the special needs of government organizations, such as the Federal Employees Health Benefits Program (FEHBP), Erie, Jefferson, Onondaga Counties and the City of Buffalo. As a result, GHI thoroughly understands the financial constraints, political considerations, multiple accountabilities, and administrative complexity which govern the administration of government benefit programs, and has the track record and resources to successfully resolve those issues.

All these considerations form a powerful, unmatchable foundation for the State's new Dental Program. Yet it is GHI's willingness and readiness to innovate which will ultimately fuel the success of the new initiatives.

A WILLINGNESS AND ABILITY TO INNOVATE

GHI now welcomes the opportunity to partner with the State in innovations which will upgrade the State's Dental Program. As our track record with the State of New York shows, GHI's consistently stands ready to support the strategic goals established by our customers with innovations which achieve these goals cost-effectively.

Furthermore, GHI's corporate strategy currently calls for a series of focused refinements designed to increase the value and marketability of our dental products. In 1999, GHI made a corporate commitment to restructure GHI's Dental product line within three years. The goal: to make our dental portfolio an attractive long-term product offering to a wider base of customers and prospects through:

- updated benefits design, including increased provider allowances
- enhanced provider network, including targeted geographic and specialty increases
- re-engineered service and operational infrastructure
- systems modifications to support claims processing and customer service and reduce administrative expenses

This corporate initiative is well underway and on target for a new plan rollout in 2001. To coordinate the effort, GHI has hired John Rice to serve as Director, Dental Product Development and Management. Mr. Rice brings more than 13 years of varied experience in customer service, marketing, and provider network development for a number of prestigious dental insurers to GHI. Thus, the timing is right. GHI welcomes the opportunity to pioneer the innovations described in the RFP. Our proposal supports the State's goals with the following innovations, all based on solid experience:

- **Expanded provider network --** For more than half a century, we have negotiated with providers of all types in a spirit of cooperation to provide quality services at fair rates. Despite the relatively modest fee schedules offered under the previous State plan, which have not increased since 1993, GHI has recruited and retained an effective network which currently stands at [redacted]dental locations, up from [redacted]n 1995.

  For the new, enhanced plan, GHI anticipates recruiting between [redacted]and [redacted]additional providers by early 2001, most targeted geographically and by specialty. This corporate initiative, designed to support the expansion of our corporate portfolio, will offer State enrollees improved access to general and specialty care as well as increased benefits under the enhanced plan.

- **Upgraded benefits designs**. With the proposed Core plan, all enrollees will have access to GHI's Preferred network, which is nearly double the size of the Spectrum network some enrollees now use. In addition, the proposal offers the State a choice of four Enhanced plan designs, which include an even larger Enhanced Network as well as increased in- and out-of-network benefits. GHI will work with the State to implement the plan design which the State feels will gain the most acceptance with enrollees. The proposal offers the State a choice of three Retiree plans; again, GHI will work with the State to select and implement the plan design which best meets the needs of State retirees.

- **Restructured service** – GHI is committed to customer service excellence for all our dental customers. Recognizing the size and unique features of the State's new Dental Program, GHI will establish a Dedicated Dental Customer Service Center (DDCSC) in Albany to handle all telephone, written, and local walk-in inquiries for the State program.

  The DDCSC will feature the following service innovations:

  - Locally-based Manager with substantial customer service experience, specifically trained in the features of the State program
  - At least six locally-based professional service representatives, highly trained, closely monitored, and available to providers and enrollees from 8 AM through 5 PM each business day either on a walk-in basis or via GHI's Dental AnswerLine.
  - Broad authority for DDCSC staff to handle virtually all inquiries on initial contact, including membership and claims adjustments
  - State-of-the-art technology to support DDCSC staff, including on-line access to all files (claim history, membership, payment information, inquiry information) and benefits for each contract.
  - On-line automated inventory control system to ensure that all inquiries are tracked aggressively through to resolution
  - Quality Assurance Staff to maintain consistent control over the costs and integrity of the State program.

To maintain continuity, State enrollees will be able to access the DDCSC through GHI's Dental AnswerLine, available toll-free 24 hours a day, 7 days a week. This automated response system will automatically provide instant answers to routine inquiries, as it does today. In this way, too, enrollees will be able to contact GHI for assistance using the telephone number they already know. An option will be added to the menu which allows State enrollees to directly contact the DDCSC and speak to a representative during business hours, or leave a message after business hours.

The GHI Dedicated Dental Customer Service Center in Albany will offer providers and enrollees alike the responsive service which the State has targeted as a high priority in the RFP. Through this new service structure, GHI fully expects to meet or exceed the aggressive customer service performance standards specified in the RFP.

- **System improvements** – GHI's FASTRAK Dental claims processing system, installed in 1994, already incorporates a comprehensive yet highly targeted set of system edits. This system has helped to keep the State's dental coverage extraordinarily cost-effective while expediting processing, finalizing over 85% of all dental claims on first pass.

  As part of our strategic dental product initiative and corporate commitment to cost-effective technological innovation, GHI will implement a number of significant upgrades to FASTRAK and its supporting systems within the next few years. Each of these will improve performance and/or reduce processing costs for the State during the new contract period:

  - ***Updated procedure codes*** – By basing claim submissions on the recently introduced CDT-3 coding schedule, GHI will further expedite claims processing, encourage electronic claims submission, and facilitate claim audits
  - ***Additional system-based edits*** – additional system edits will support the new coding system, and further reduce the number of claims requiring manual handling
  - ***Electronic Medical Claim Submission (EMC)*** – GHI has achieved an exceptional 51% EMC rate on medical claims and 70% on hospital claims. Based on the marketing and technical approach piloted on these lines of business, and facilitated by the new dental coding, GHI expects to increase our dental claims EMC percentage substantially over the current 10% level during the course of the State contract.
  - ***Upfront claim scanning software*** – New claim scanning software for paper dental claims will be targeted for implementation after the software is piloted on medical and Medicare claims this year.

- **Quality Assurance** – Quality Assurance staff located within the Albany DDCSC will support the State's goal of expanding benefits for State enrollees without compromising cost-effectiveness. QA staff assigned to the State program will utilize internal and external QA tools which have been used successfully for other GHI accounts, including:

  - ***Fraud and Abuse detection*** – Quality Assurance staff will work closely with GHI's Special Programs Investigation Unit (SPIU), which is responsible for investigating all allegations of suspeted fraud. In addition to acting on external information from government agencies, consumers, GHI's Fraud Hotline, and other sources, SPIU performs post-payment reviews of providers' patterns of practice in conjunction with investigations, which may include provider site visits. Depending on the results of the investigation, GHI may take corrective action, ranging from a discussion with the provider up to terminating the provider from the network and/or a referral to the State Insurance Department Fraud Bureau or other appropriate outside agencies.

  - ***Dental Profiling*** – Stated simply, dental provider profiling compares the performance of each individual provider with the performance of that provider's peer group based on a number of key clinical and cost indicators. GHI will use this powerful peer comparison tool to more closely monitor and influence Participating Provider practice patterns under the new program.

    GHI uses a customized version of a commercially-available software system as the engine of our profiling process, which enables GHI to:

    - understand provider practice patterns
    - establish "standards of care" based on the overall performance of GHI's provider network
    - identify and target providers with inconsistent practice patterns for re-education or dismissal from the network
    - identify providers with highly consistent practice patterns for inclusion in future benefit initiatives
    - Initially, the system establishes peer groups based primarily on specialty and geography. Subsequently, peer groups can be refined or regrouped to further analyze practice patterns, to eliminate or target specific procedures or diseases, or to eliminate specific providers.

  - ***Credentialing and Re-Credentialing*** – enabled by the introduction of a new fee schedule, GHI will strengthen our existing credentialing procedures and add a bi-annual re-credentialing schedule to ensure that network providers meet high practice standards.

- **Dental Advisory Council** – With the advent of the new program, GHI will establish a Dental Advisory Council, designed to proactively shape future dental programs for GHI customers and ensure that all stakeholders remain satisfied with current programs. This Council will be headed by John Rice, GHI's recently hired Director, Dental Product Development and Management. The Council will at a minimum include representation from GHI's providers, customers, dental consultants, and operational personnel.

  We invite the State, as a lead user of our dental plans, to participate fully in the deliberations of the Council.

As this brief description shows, GHI is acting aggressively on our corporate commitment to upgrade our dental products. Virtually all the improvements cited offer the State significant gains in precisely the areas targeted for improvement in the RFP.

GHI – THE RIGHT CHOICE

The bottom line? Only GHI has ***proven*** that it can provide a solid financial and administrative foundation for the State's new Dental Program.

- Only GHI has the ***proven*** experience, resources, and the demonstrated corporate commitment to help the State upgrade its Dental Program while preserving the enormous fiscal advantages built into the current plan.
- Only GHI offers the State a ***proven*** combination of cost containment and enrollee satisfaction based on paid-in-full benefits through GHI's Participating Provider network
- Only GHI has the ***proven*** ability to maintain a substantial provider network while keeping allowances low enough to meet the State's budget

At the same time, GHI is committed to upgrading our dental products in all the key areas identified by the State in the RFP. These upgrades offer the State every assurance that new goals for benefits and service can best be met in partnership with GHI.

For these reasons, the conclusion is inescapable: GHI is the right choice to underwrite and administer the State's new Dental Program.

JOHN BAACKES
VICE PRESIDENT & EXECUTIVE DIRECTOR
UPSTATE REGION

Statement of Acceptance

May 17, 2000

Mr. Robert DuBois, CEBS
Director, Employee Benefits Division
New York State Department of Civil Services
W, Averell Harriman State Office Building Campus
Building 1, Room 154
Albany, New York 12239

Dear Mr. DuBois:

GHI recognizes and agrees to the terms and conditions of the Omnibus Procurement Act of 1992 (Exhibit I.B of the New York State RFP) and the MacBride Fair Employment Principles (Exhibit V.C of the New York State RFP). GHI knows of no current or proposed contracts, engagements, or affiliations that will conflict with an agreement between GHI and New York State. The completed Non-Collusive Bidding Certification (Exhibit V.B) form and the completed MacBride Fair Employment Principles (Exhibit V.C) are included as attachments to this letter.

Sincerely,

[redacted]

John Baackes
Vice President

Attachments

80 WOLF ROAD, ALBANY, NEW YORK 12205 518-446-8048 FAX 518-446-0185

Exhibit V.B

NON-COLLUSIVE BIDDING CERTIFICATION

For

DENTAL PROGRAM RFP

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

1. The prices in this bid 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 vendor or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

3. No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not to submit to bid for the purpose of restricting competition.

Group Health Incorporated

(Name of Vendor)

[redacted]

(By *) (Title)

5/18/2000

(Date)

*Section 139-d of the NYS Finance Law provides that any bid made to the State or any public Department, Agency or official thereof by a corporate vendor which contains a signed certification or non-collusive bidding is deemed to have been authorized by the Board of Directors of the vendor and is deemed to include the signing and submission of the bid and the certificate as to non-collusion as the act and deed of the corporation.

Exhibit V. C

MacBride Fair Employment Principles

CONTRACTOR STIPULATION FORM CONCERNING THE MACBRIDE FAIR EMPLOYMENT PRACTICES PRINCIPLES: NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND. (THIS FORM IS TO BE SUBMITTED WITH EACH PROPOSAL BASED UPON CHAPTER 807 OF THE LAWS OF 1992 WHICH ADDS SECTION 174-b TO THE STATE FINANCE LAW.

Neither the Contractor, nor any subsidiary in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor, have any business operations in Northern Ireland; or if they do, they will take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Offeror Name: Group Health Incorporated

Authorized Offeror Signature: [redacted]

Date: [redacted] 5/18/2000

Narrative Description/Questionnaire

As the current insurer of the New York State dental plan, GHI already performs the general scope of duties and responsibilities listed in Section III.C of the RFP. GHI agrees to continue to handle all the general and specific duties and responsibilities specified in Section III.C of the RFP as insurer and administrator of the State's new Dental Program effective January 1, 2000.

The answers to the specific questions in each section appear below.

1. IMPLEMENTATION

b) Provide a fully detailed description, reflective of the Program requirements described in this RFP in narrative form and by diagram, of the Offeror's overall implementation plan to deliver the Dental Program on January 1, 2001. This information must include but not be limited to:

1) A detailed description of the tasks to be completed and their respective completion dates;

2) The party responsible for each task (i.e., Insurer, DCS);

As the incumbent dental carrier for New York State, GHI enables the State to bypass any transition requirements and take advantage of a very simple and streamlined implementation process to deliver the State's new Dental Program beginning on January 1, 2001.

GHI's detailed implementation plan, including the tasks to be completed, their respective completion dates, and the party responsible for each task, appears on the following pages.

GHI

NEW YORK STATE DENTAL PROGRAM
DENTAL BENEFIT PROGRAM INSTALLATION
EFFECTIVE DATE: JANUARY 1, 2001

TASK	Month																								
	September 2000					October 2000					November 2000					December 2000					January 2001				
	1	8	15	22	29	2	9	16	23	30	1	8	15	22	29	1	8	15	22	29	1	8	15	22	29
Note: GHI is responsible for all tasks unless otherwise indicated.																									
1.0 CONTRACT AWARD																									
1.1 Award GHI-New York State Dental Program Contract.																									
2.0 IMPLEMENTATION PLANNING																									
2.1 Develop detailed Implementation Plan to install program.																									
2.2 Establish GHI Implementation Task Force.																									
2.3 Review administrative and management functions:																									
• Program Administration																									
• Benefit Utilization																									
• Provider Contracting/Relations																									
• System Functionality																									
• Claims Processing																									
• Service: Member, Provider, HBA, Account																									
• Geo-Access																									
• Billing, Reconciliation and COB																									
• Mail Operations																									
• Enrollment Maintenance																									
• Enrollment Communication																									
• Underwriting and Retention																									
• Satisfaction Survey																									
• Quality Assurance/Audit																									
• Data information and reporting																									
2.4 Conduct ongoing implementation and post-implementation meetings.																									
2.5 Conduct pre-implementation review and verify that all functions needed to support the programs have been appropriately developed.																									

As stated above, GHI is responsible for all tasks unless other wise indicated.

GHI

NEW YORK STATE DENTAL PROGRAM
DENTAL BENEFIT PROGRAM INSTALLATION
EFFECTIVE DATE: JANUARY 1, 2001

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TASK	Month																								
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	1	8	15	22	29	2	9	16	23	30	1	8	15	22	29	1	8	15	22	29	1	8	15	22	29
3.0 CONTRACTS AND LEGAL ACTIVITIES																									
3.1 Coordinate the development and execution of the GHI-New York State Dental Benefits Program with the group.																									
3.2 Develop required program contracts.																									
3.3 File required Group Contracts with NYSID.																									
4.0 BENEFIT AND CATEGORY																									
4.1 Coordinate and finalize Program benefits.																									
4.2 Assign required group/category numbers for the GHI-New York State Dental program.																									
4.3 Load New York State Dental benefits by group and category numbers.																									
4.4 Perform verification of installation of benefit plan to membership and processing systems.																									
4.5 Distribute final Instruction Sheets on New York State Dental category assignment.																									
4.6 Establish benefit review and sign-off protocols with **DCS.**																									
5.0 SUBSCRIBER COMMUNICATIONS (GHI/DCS)																									
5.1 Determine elements of subscriber mailing (including letterhead and stationery) and obtain New York State approval.																									
5.2 Draft New York State Dental Program communications (Welcome Kit including: cover/announcement letter, benefit plan brochure, provider nomination cards, COB questionnaire, provider directory, GHI website and Answerline brochure) and obtain New York State sign-off.																									
5.3 Determine if subscriber packages are to be distributed to HBAs and coordinate.																									
5.4 Coordinate the development and letting of bid specifications for vendor to print, collate and mail subscriber packages.																									

As stated above, GHI is responsible for all tasks unless other wise indicated.

GHI

NEW YORK STATE DENTAL PROGRAM
DENTAL BENEFIT PROGRAM INSTALLATION
EFFECTIVE DATE: JANUARY 1, 2001

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	September 2000					October 2000					November 2000					December 2000					January 2001				
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Note: GHI is responsible for all tasks unless otherwise indicated.																									
5.5 Inform New York State about subscriber packages and distribution activities.																									
5.6 Audit subscriber communications packages prior to mailing.																									
5.7 Mail/Distribute subscriber packages.																									
5.8 Develop verification process to ensure receipt																									
5.9 Conduct regular updates to GHI's fully functional website to provide access to the most current claims, provider, eligibility, customer service and clerical request information.																									
6.0 PROVIDER COMMUNICATIONS (GHI/DCS)																									
6.1 Establish and coordinate provider communications; coordinate and develop the dental provider education campaign.																									
6.2 Inform New York State Dental Benefit Administrators/agencies on the provider mailings/provider education program.																									
6.3 Develop verbiage for the corporate newsletter, *Dental News & Notes.*																									
6.4 Coordinate New York State Dental review and sign-off on newsletters.																									
6.5 Distribution of corporate newsletter.																									
6.6 Conduct regular updates to GHI's website to provide access to current claims' status, payment and eligibility information.																									

As stated above, GHI is responsible for all tasks unless other wise indicated.

GHI

NEW YORK STATE DENTAL PROGRAM
DENTAL BENEFIT PROGRAM INSTALLATION
EFFECTIVE DATE: JANUARY 1, 2001

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7.0 MEMBERSHIP AND ENROLLMENT ACTIVITIES (GHI/DCS)																									
7.1 Coordinate eligibility data functions needed to support the program initiatives and incorporate New York State Dental requirements into GHI's ongoing membership functions: • Membership data audit and reconciliation process and schedule. • Data transfer schedule. • Management reports and generation schedule																									
7.2 Train/Update Membership & Billing staff on New York State Dental program.																									
7.3 Supply Membership with the information to be included on the back of the ID card.																									
7.4 Review/Coordinate submission of current New York State Dental membership data to GHI to coincide with ID card printing; coordinate with Faraday and mail vendor.																									
7.6 Finalize ID card verbiage and design for GHI dental ID card with New York State.																									
7.7 Finalize materials to be included with ID cards (card, carrier, etc.)																									
7.8 Finalize ID card delivery process to group with County of Albany.																									
7.9 Audit ID card packages prior to mailing/distribution.																									
7.10 Mail/distribute ID card packages.																									

As stated above, GHI is responsible for all tasks unless other wise indicated.

GHI

NEW YORK STATE DENTAL PROGRAM
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Note: GHI is responsible for all tasks unless otherwise indicated.

8.0 ACCOUNT RELATIONS ACTIVITIES (GHI/DCS)

8.1 Establish and coordinate account requirements and report implementation results.

8.2 Account and Dental Dedicated Service Center Executives, along with other GHI personnel, to participate in monthly implementation meetings beginning in 4Q00 and continuing in 1Q01; and quarterly post implementation meetings beginning 2Q01.

9.0 CLAIMS OPERATIONS AND ADMINISTRATION

9.1 Train/Update Dental Claims staff on the New York State Dental program installation.

9.2 Incorporate benefits into the existing processing functions.

9.3 Review/Coordinate claims payment reconciliation process.

9.4 Establish routine audit schedule.

9.5 Conduct performance and quality reviews and audits on procedures and processing activities.

10.0 DEDICATED DENTAL SERVICE CENTER

10.1 Establish Dedicated Dental Service Center (DDSC) in Albany, NY office.

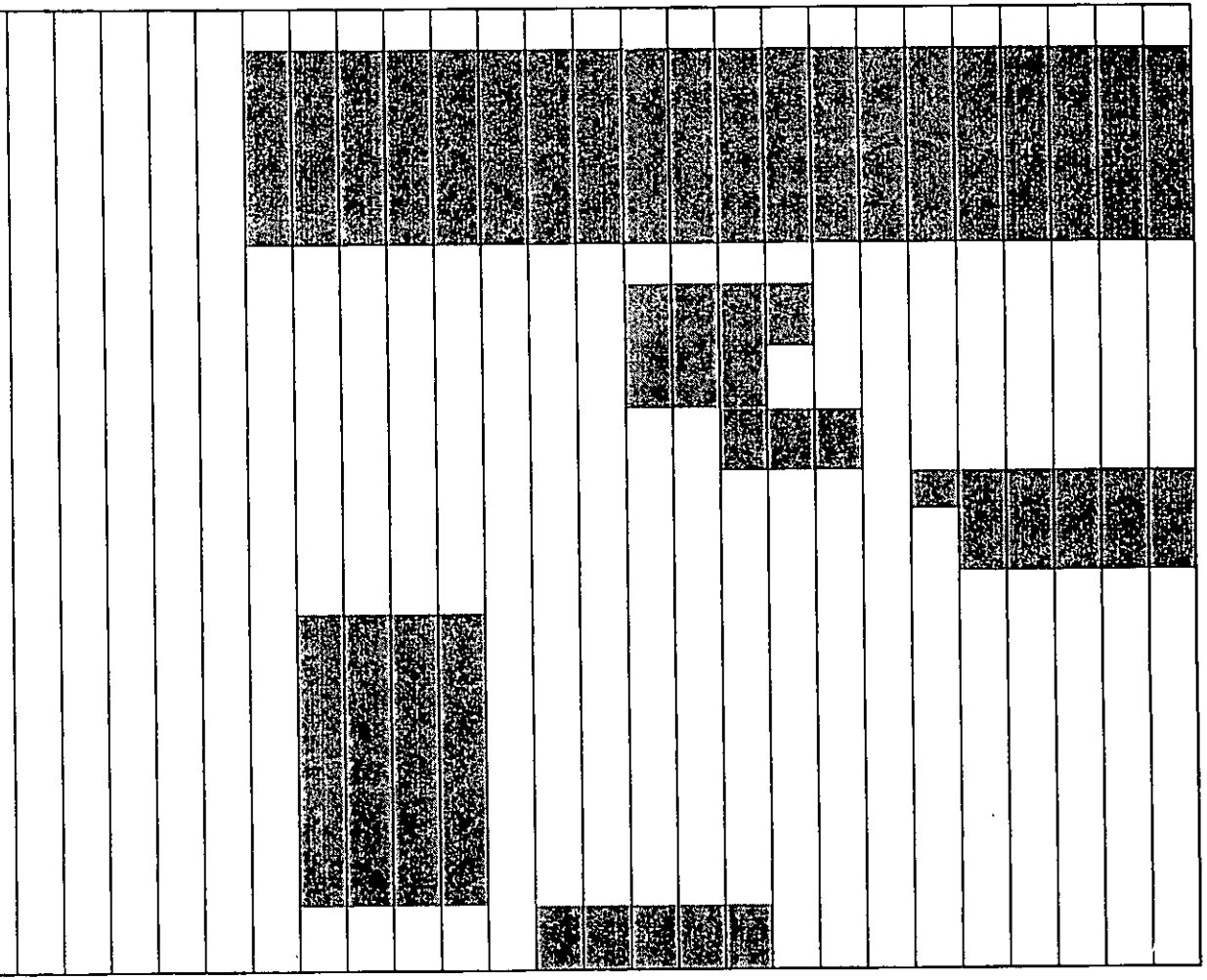
10.2 Establish DDSC physical site and develop technical requirements.

10.3 Establish area operations and procedures.

10.4 Appoint staff experienced in the New York State Dental Program and administrative protocols to the new DDSC.

10.5 Recruit and train resources to provide additional account services and support to the DDSC.

10.6 Conduct an open house for New York State representatives to view the newly installed DDSC.



As stated above, GHI is responsible for all tasks unless other wise indicated.

GHI

NEW YORK STATE DENTAL PROGRAM
DENTAL BENEFIT PROGRAM INSTALLATION
EFFECTIVE DATE: JANUARY 1, 2001

TASK	Month																								
	September 2000					October 2000					November 2000					December 2000					January 2001				
	1	8	15	22	29	2	9	16	23	30	1	8	15	22	29	1	8	15	22	29	1	8	15	22	29
Note: GHI is responsible for all tasks unless otherwise indicated.																									
11.0 INTERNAL EDUCATION AND DDSC TRAINING																									
11.1 Advise Training on Program installation.																									
11.2 Create Question & Answer for staff which include:																									
• Subscriber Relations																									
• Account Service																									
• Provider Relations																									
11.3 Train Dedicated Dental Service Center staff on plan design Questions and Answers, program installation and processing requirements including claims adjustments.																									
11.4 Distribute final notification advising Corporate areas of subscriber mailing announcing program.																									
11.5 Incorporate new program in ongoing Quality Assurance Program to monitor operating activities.																									
11.6 Create and distribute Quality Assurance Bulletins notifying operating areas of program installation.																									
12.0 FINANCIAL ACTIVITIES																									
12.1 Establish required policies, procedures and controls for the following activities:																									
• Invoice Generation																									
• Account Reconciliation																									
• Premium Payment																									
• Collections																									
• Account Reporting																									
• Detailed Audit Trail																									
13.0 UNDERWRITING ACTIVITES																									
13.1 Identify all programs that require enhancements.																									
13.2 Modify all data files and reports to separately identify Core/Enhanced/Retiree members.																									
13.3 Establish new report schedules for MIS.																									

As stated above, GHI is responsible for all tasks unless other wise indicated.

GHI

NEW YORK STATE DENTAL PROGRAM
DENTAL BENEFIT PROGRAM INSTALLATION
EFFECTIVE DATE: JANUARY 1, 2001

TASK	Month																								
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Note: GHI is responsible for all tasks unless otherwise Indicated.																									
14.0 PROGRAM AUDIT & POST-IMPLEMENTATION																									
14.1 Review GHI dental claims administration, processing activities and operations for compliance with performance guarantees, contractual agreements and meets other New York State Dental Program requirements.																									
14.2 Coordinate and monitor enhancements, as necessary.																									
14.3 Schedule and conduct audits:																									
• Category/group structure development, load																									
• Transfer, receipt, and load of Membership data																									
• ID card production and distribution activities																									
• Billing and reconciliation activities																									
• Subscriber Service activities																									
• Provider Service activities																									
• Communications activities																									
• Cost containment activities																									
• Welcome/Announcement package																									
• Reporting activities																									
14.4 Test Service activities to confirm Corporate awareness of program, effective dates, etc.																									
14.5 Establish audits of contract file loads/updates.																									
15.0 CORPORATE NOTIFICATION																									
15.1 Distribute final notification advising corporate areas of formal program implementation.																									

Specific GHI departments and parties will be assigned upon contract award.

As stated above, GHI is responsible for all tasks unless other wise indicated.

3) **Identification of all key professional personnel and person(s) to be responsible for implementation of the Dental Program and the percentage of time each shall be dedicated to the Dental Program implementation and ongoing operation, presented in the following format:**

The requested chart appears on the following page.

4) **Identification of any individuals above whose role and whose time dedicated to the service implementation or management will change after January 1, 2001.**

The chart accurately depicts the expected difference in time dedicated to the program after January 1, 2001. Each individual's role is expected to remain as shown both during and after implementation.

GHI: KEY PERSONNEL ASSIGNED TO THE STATE DENTAL PROGRAM			
Individual	**Role**	**% Dedicated During Implementation**	**% Dedicated During Ongoing Operations**
Account Administration			
Donna Lynne	Chief Operating Officer	5%	2%
John Baackes	Corporate Officer responsible for New York State Programs	10%	5%
Erhard Krause	Upstate officer responsible for New York State Programs	30%	10%
Patricia Kennah	Account Executive, New York State Programs	50%	50%
Jim Kenney	Manager, Marketing Administration & Sales Support	20%	20%
Operations			
Marilyn DeQuatro	Corporate Officer, Customer Service/Account Services	10%	5%
Howard Greenberg	Corporate Officer responsible for Claims Processing	10%	5%
Jose Diaz	Corporate Officer responsible for Membership	10%	5%
James Condit	Vice President, Underwriting	10%	5%
Michael Perna	Vice President, Customer Service	10%	5%
Richard Ullman	Vice President, Actuary	20%	5%
John Rice	Director, Dental Product Development and Management	75%	30%
David Morin	Senior Director, Customer Service	35%	20%
TBD	Manager, Dental Dedicated Customer Service Center	100%	100%
TBD	Quality Assurance Specialist	100%	100%
Chester Moskal	Vice President, Claims Processing and Mail Operations	10%	5%
Roberta Potter	Director, Claims Processing and Mail Operations	75%	50%
Nancy Kraus	Director, Provider Relations	75%	20%
Caryn Hackney	Director, Membership	100%	100%
Ray Tse	Director, Underwriting	50%	20%
Richard Tanner	Director, MIS (oversees system improvements)	25%	5%

2. PROGRAM ADMINISTRATION

1) Describe your experience in administering a Dental Program comparable to the size and scope of the requirements described in this RFP.

For nearly 30 years, GHI has served as the insurer and administrator for the New York State Dental Program. During that time, the State has experienced:

- unparalleled rate and budgetary stability
- minimal out-of-pocket costs for enrollees who use Participating Providers
- fast, highly cost-effective claims processing
- effective membership processing, which led the State to select GHI to pioneer unified EDI membership file handling and produce State ID cards for all coverages
- exceptional customer service to State and union benefits management personnel through GHI's Account Management and Account Services Departments

Accordingly, the State is well aware that GHI has the experience, expertise, and resources to handle the requirements for the new Dental Program described in the RFP. In addition, GHI has historically specialized in meeting the special needs of government organizations, such as the Federal Employees Health Benefits Program (FEHBP), the City of New York, Erie, Jefferson, Onondaga Counties and the City of Buffalo.

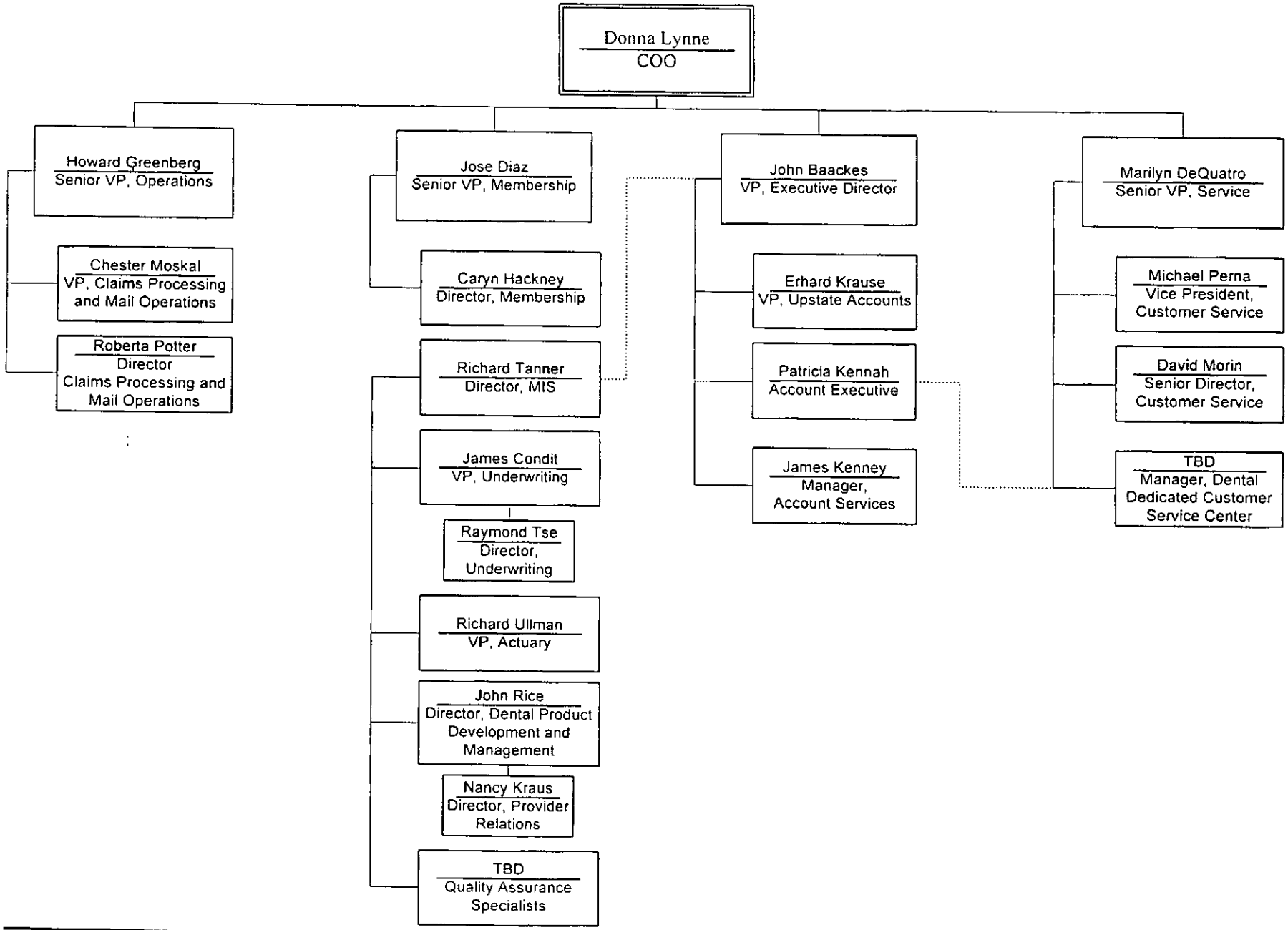
GHI thoroughly understands the financial constraints, political considerations, multiple accountabilities, and administrative complexity which the State faces, and has the track record and resources to successfully implement and service the State's new Dental Program.

2) Provide an organizational chart illustrating how you propose to administer, manage and oversee all aspects of the Program. Include reporting relationships and the responsibilities of each position. Include the names and qualifications of those individuals selected to comprise the account team. Where individuals are not named, include qualifications of the individuals that you would seek to fill the positions.

The requested organization chart appears on the following page. The chart depicts the title/responsibilities of each position as well as the reporting relationships. The chart essentially reflects the administrative infrastructure which GHI currently has in place to operate the State dental plan, except that John Rice, Director of Dental Product Development and Management, is new to GHI. His position is a new position which reflects our corporate commitment to enhancing our dental product line.

GHI NYS Dental Program

Table of Organization



In addition, the Albany Dedicated Dental Customer Service Center (DDCSC) is a new customer service operation, and the Manager position is a new position. It will be filled by an individual with at least the following qualifications:

- College degree
- Minimum 2+ years experience in the delivery of dental services
- Experience in a high-volume clerical operation
- Knowledge of on-line Data Entry processing and computer systems.
- Strong managerial, organizational, written and oral communication, and analytical skills
- Knowledge of dental terminology and claims processing procedures

3) **Can your account team's primary contact for the Program be reached by electronic mail in addition to telephone, fax and traditional mail?**

Yes. GHI makes this commitment to the State: our entire account administration team remains completely accessible to the State at any time.

In keeping with this commitment, the table below provides complete contact information for each of these individuals.

Individual/ *Title*	**Office Telephone**	**Fax Number**	**E-Mail**
John Baackes *Vice President and Executive Director*	**518-446-8048**	**518-446-0185**	**Jbaackes@GHI.com**
Erhard Krause *Vice President*	**716-843-3740**	**716-852-7790**	**Ekrause@GHI.com**
Patricia Kennah *Account Executive*	**518-446-8035**	**518-435-1895**	**Pkennah@GHI.com**
Jim Kenney *Manager*	**716-843-3743**	**716-852-7796**	**Jimkenney@GHI.com**
TBD *Manager, DDCSC*	**TBD**	**TBD**	**TBD**

4) **Describe your capacity to incorporate additional employee groups into the Program while continuing to carryout Program requirements.**

GHI will welcome the opportunity to incorporate additional employee groups into the State's new, enhanced Dental Program.

Because of our longstanding relationship with the State, our specific experience with the State Dental Program, the flexibility of the benefit designs, and the simplicity and

scalability of our service approach, the process for adding new groups is simple and straightforward:

- GHI will work with DCS and the group leaders to analyze and program the specific benefits for the group
- GHI will obtain the eligibility file from DCS using the new EDI format
- GHI will work with DCS to obtain any available dental benefits history for new enrollees
- GHI will work with the DCS to facilitate an Open Enrollment process and communications plan which makes new enrollees aware of their choices under the program and promotes the Enhanced plan appropriately
- GHI will analyze the staffing implications based on the expected claims and inquiry volume of the new group, and make any adjustments necessary to maintain quality standards

As part of the process, GHI does reserve the right to have our underwriters review the new group's dental benefits history and discuss or negotiate any unusual risk or financial exposure with the State.

3. PARTICIPATING PROVIDER PANEL

1) **Exhibit III.C shows the distribution of active Program Enrollees by county within New York State. Complete the chart in Exhibit V.A. 1 by entering the number of Participating Providers your network has in each county at the time you submit your proposal and how many providers you intend to have by the implementation date. Indicate those counties in which you would need to develop or augment any existing network in order to meet your anticipated Participating Provider Access Standards.**

   The chart from Exhibit V.A.1 is included as **Exhibit A** in the **Exhibits** section of this proposal.

   A key business initiative for GHI in year 2000 is t ıe introduction of a new fee schedule and development of a new, much larger network featuring fee schedules at discount levels ranging from [redacted] lower than current HIAA average charges. This new network will support our commercial business sales objectives for 2001 and will be used as the foundation for an Enhanced dental plan for State enrollees.

   These network development initiatives would be strongly supported by the potential enrollment of a significant portion of the State population. We intend to have approximately 4,500 dental provider locations in this new network by January 1, 2001.

The State Core dental plan will be supported by GHI's Preferred network. Throughout the 1990s, GHI Preferred fee schedule levels have been kept at very modest levels to accommodate the State's budget requirements. This limitation on the fee schedule levels has made it difficult to expand patient access through focused network development. To stabilize the Preferred network, GHI will increase the fee schedule approximately [redacted] effective January 1, 2001 and increase fees approximately [redacted] n years three and five during the remaining four years of the renewed contract. We anticipate that these incremental fee increases will allow GHI to maintain current benefits levels in a highly cost-effective manner, while allowing for some regionalized network development efforts. However, we acknowledge that the large majority of non-participating dentists will not find the revised fee schedules attractive enough to join the Preferred network. Therefore, we anticipate the Preferred network will number between 3,200 and 3,500 provider locations as of January 1, 2001 – a slight increase over current levels.

GHI has identified the following counties for focused network development in conjunction with the revised fee schedules:

Allegany	Chenango	Cortland
Fulton	Lewis	Livingston
Schoharie	Seneca	Wayne

2) **Exhibit III.C also shows other states in which Dental Program Enrollees reside. Describe the Participating Provider Network that you have in place, or will implement by January 1, 2001, to service Enrollees in the following states: New Jersey, Pennsylvania, Connecticut and Massachusetts.**

Currently, 282 dentists participate in the Preferred network in the states of New Jersey, Connecticut, Pennsylvania and Massachusetts. The Preferred fee schedule levels limit our ability to enhance network access in those border states.

However, as a second phase of our business plan to develop our new network, GHI is evaluating other vendors with networks in these border states. Whether GHI ultimately leases a network or develops our own in these areas, GHI will conduct mail solicitations to targeted (high-volume or high-dollar) dentists in the three-digit ZIP codes of Vermont, Pennsylvania, New Jersey, Connecticut and Massachusetts that border New York State.

3) **Describe the approach you would use to solicit Providers in areas where additional Participating Providers are needed to assure Enrollees adequate access.**

GHI will utilize a multi-faceted recruitment approach to solicit Providers in areas where additional Participating Providers are needed. This approach has proven successful in the past, as evidenced by the 58% growth in the Participating Provider network over the course of GHI's current contract with the State.

GHI's recruitment process typically emphasizes the following selling points:

- reimbursement schedule(s) (current and projected)
- subscriber population (number of potential patient lives)
- 24 hour access to claim and pre-determination status and patient eligibility information
- the ability to receive quick turnaround on claim payments by submitting claims electronically
- the assurance of prompt payment

The proposed campaign will include the following components:

- **Mass mailings** – GHI will solicit all available dentists in the state of New York by mail, with early priority placed on areas where the State has a high concentration of employees. Dentists currently participating in the Preferred network will be invited to join the new network. We expect a large majority of those dentists will agree to join the new network arrangement. Dentists not in the Preferred network may participate in the new network only.
- **Telemarketing campaign** –GHI will follow up with telephone calls targeting high-dollar or high-volume providers (both in and out of the Preferred network), and dentists in counties where the State has high concentrations of employees
- **On-site recruitment visits** – In conjunction with our telephone solicitation efforts, GHI Dental Provider recruitment representatives will hold on-site meetings with dental practices upon request

In some circumstances, GHI may negotiate special fee schedule arrangements with providers. This strategy will generally be limited to rural areas where a general dentist or specialist is the only available network provider.

4) **Describe provider qualifications, criteria for selection, successful use of the network with other dental programs, and quality assurance mechanisms. How often are Providers recredentialed? Have you ever refused Provider admittance to your network because it failed to meet your standards? If yes, explain why. Has a Provider ever declined participation in your network? If yes, why? Have you ever terminated a Provider's participation in your network? If yes, under what circumstances?**

GHI verifies the following basic qualifications for dental Participating Providers:

- Current State license and registration
- DEA certificate (if applicable)
- Specialty board certification (if applicable)
- Hospital affiliation (for specialists such as Oral Surgeons, Periodontists, or Endodontists)
- Malpractice insurance ($1 million/ $3 million)
- Current Curriculum Vitae

In addition, as part of the credentialing process, GHI checks with the appropriate agencies, including the Office for Professional Medical Conduct, the ADA, the Office of Health Systems Management, and the National Practitioner Databank, to determine if there is any unusual history of patient complaints or license suspensions or revocations.

When a Provider meets these basic qualification criteria, then final selection to the network may also be based on these additional criteria:

- Provider location relative to network coverage needs
- Provider and/or subscriber requests – that is, preference is given if specific subscriber(s) request a particular provider, or if a particular provider requests to be in the network because of existing State patient volume

GHI's network of approximately [redacted] participating Provider locations has fueled the success of our dental plans statewide by minimizing out-of-pocket expenses for plan enrollees. Currently, GHI uses this network to provide dental benefits to 175 organizations located throughout New York State, including a significant number of governmental organizations.

As part of our strategic dental initiative, GHI will begin to re-credential all dental providers bi-annually, following the same process described above for credentialing.

Providers who do not meet GHI credentialing guidelines have been denied participation in our network.

Providers have on occasion declined participation with GHI, generally when they find insufficient advantage for one of the following reasons:

- the only provider in a given area, and thus unlikely to gain any volume
- the only provider in specific type of specialty in a given area
- dissatisfaction with the reimbursement schedule
- full practice of non-discounted patients

- abnormally high ratio of existing full-price patients which would benefit from PPO discounts

GHI has when necessary terminated providers from our network due to fraud, abuse, and/or quality of care issues.

5) **Describe in detail the Quality Assurance Program you conduct. Include the following:**

a) How you monitor the quality of professional services provided by the panel;

The quality of professional services is monitored primarily through post-payment review of claims and services.

Post payment reviews are conducted on a sample of not less than 1% of participating provider claims during each year of the contract. During the course of these reviews, a clinical review panel assesses diagnosis, treatment planning, and treatment outcome for each audited claim based on the documentation of services submitted by the Participating Provider, supplemented by additional investigation where appropriate. As a result of these reviews:

- ***Financial issues*** are referred to the DDCSC for claims adjustment
- ***Potential fraud issues*** are referred to the Special Programs Investigations Unit for investigation and resolution
- ***Clinical issues*** are referred to the Credentialing Committee or the Quality Improvement Committee for evaluation and action.

In addition to direct audits, statistical sampling will be employed to identify providers who have practice patterns that deviate significantly from the panel's normative behavior.

GHI will also use ***dental profiling***, a powerful peer comparison tool, to closely monitor and influence Participating Provider practice patterns under the new program. Profiling compares the performance of each individual provider with the performance of that provider's peer group based on a number of key clinical and cost indicators. GHI uses a highly customized version of a commercially-available software system as the engine of our profiling process, which enables GHI to:

- understand provider practice patterns
- establish "standards of care" based on the overall performance of GHI's provider network
- identify and target providers with inconsistent practice patterns for re-education or dismissal from the network

- identify providers with highly consistent practice patterns for inclusion in future benefit initiatives

Initially, the system establishes peer groups based primarily on specialty and geography. Subsequently, peer groups can be refined or regrouped to further analyze practice patterns, to eliminate or target specific procedures or diseases, or to eliminate specific providers.

Depending on the scope and nature of any deviation identified through these methods, GHI takes appropriate corrective action, which may include written notification, an expanded review of a provider's practice, termination of the provider's participation in the network, and/or direct referral by GHI to an external agency.

b) How you monitor the quality of the facilities and equipment of the panel;

The DDCSC will immediately refer any patient complaints that deal with facilities or equipment to GHI's Professional Relations Department, which will follow up directly with the provider and report back on the results through the DDCSC. In such cases, GHI typically conducts on-site visits to verify the condition and scope of the provider's practice location.

Because GHI recognizes the importance of this issue, recurrent facilities problems constitute grounds for dismissal from the panel.

c) How you monitor the quality of customer service provided by the panel

GHI's monitoring and oversight of customer service begins with the credentialing process. If the credentialing investigation determines that a dentist has a substandard record of customer service, that provider may not be admitted to the network.

On an ongoing basis, GHI assesses patient satisfaction with their dental providers in a number of ways. GHI proactively surveys randomly selected patients to determine their level of satisfaction with the service they receive. GHI uses a combination of di ect phone calls and mailed instruments to administer these surveys in order to cover a wider spectrum of the patient population.

GHI views the process of responding to, tracking, and trending patient complaints about provider customer service issues as a high priority. Whenever the DDCSC receives a telephone or written communication from an enrollee expressing discontent with the quality of care provided, access and availability, and/or the quality of services received, the DDCSC will trigger the GHI Quality of Care (QOC) Complaint Response process.

Under the protocols for this process, each complaint will be logged and acknowledged within five (5) days of receipt. Depending on the specific issue, each complaint will be referred to the appropriate department for resolution. For example:

- ***clinical*** issues will be referred to Medical Affairs
- ***service*** issues will be referred to Dental Professional Relations
- potential ***fraud*** issues will be routed to the Special Programs Investigation Unit
- potentially ***egregious*** issues (i.e.., those where potential for patient harm involved) will be brought to the immediate attention of the Medical Director

For each complaint, the department involved will initiate a full investigation, which involves written communication with the enrollee and provider in question, and (if appropriate) review of clinical documentation by a GHI clinical professional. Results of the investigation are shared with the enrollee (through the DDCSC) as well as the provider, and are logged in GHI's complaint database.

Data from the investigation and resolution of complaints are collected and analyzed for patterns and trends by GHI's Quality Management staff. The aggregate results of this analysis are reviewed by the Director of Dental Product Development and Management, and by GHI's Quality Improvement Committee (QIC), which is chaired by GHI's Chief Medical Officer and Vice President, Medical Affairs, and includes representatives from all key operational areas. The QIC then reports its findings to the Quality Assurance Committee of the GHI Board of Directors.

When significant practice trends are identified for a particular provider, the matter is referred to GHI's Credentialing Committee for review. When indicated, corrective action, which may include written notification of the issue, an expanded review of a provider's practice, termination of the provider's participation in the network, and/or direct referral by GHI to an external agency, is implemented.

d) The nature and frequency of quality assurance audits.

GHI conducts quality assurance audits on dental claims using the following methodologies:

- Monthly, GHI audits a 1% sample of all settled participating provider claims on a post-payment basis, evaluating any payment in light of the services provided, the diagnosis and treatment, and the benefits plan in effect. This audit includes obtaining any necessary documentation from the provider, and clinical evaluation of this documentation to confirm the appropriateness of the claim settlement.

- Quarterly, GHI analyzes a statistical sample (in this case, 100%) of all settled participating provider claims to identify any practice pattern deviations at the individual provider level.

6) **Describe in detail the Provider audit program you would conduct for the Program.**

GHI's Provider audit program will focus on the following areas for each audited provider:

- **Provider Profile:** Review how the provider's submitted claims compare to an appropriate peer group.
- **Charting** – evaluate the patient chart for legibility, presence of treatment plan, patient medical history and appropriately labeled radiographs.
- **After-hours Review** – responsiveness of after-hours call duty, appropriate use of emergency resources, proper documentation, continuity of care through follow-up
- **Patient Care** – evaluates appropriate treatment plan in relation to outcome and cost effectiveness. Ensure that plan guidelines and provider contract provisions are followed.
- **Outside Resources** – review the use of outside consultants and ancillary services.
- **Patient Relations** – review ability to communicate effectively with patients, quality of patient relations, and the level of patient satisfaction.
- **Ancillary Utilization** – examine use of laboratory, pharmacy, and other ancillary providers.

Depending on the results of the investigation, GHI may take corrective action, ranging from a discussion with the provider up to terminating the provider from the network.

7) **Submit a representative copy of your contract with Participating Providers. Describe how this agreement meets, or would be modified to meet the objectives of the Program.**

Representative copies of the contract and application appear in **Exhibit B** of the **Exhibits Section** of this proposal.

This agreement is currently in effect in the GHI network which is the foundation of the State's Dental Program today. Without requiring any unnecessary transition efforts or undermining the current network, the existing agreement will meet all the requirements and effectively serve the needs of the State's new program as well. This extremely detailed contract delineates the provider's qualifications,

claims payments, covered services, balance billing, COB, and stipulates that the provider agrees to accept payment from GHI as payment in full (minus applicable deductible/co-insurance).

8) **Propose a five (5) year communication plan for Participating Providers. Include samples of the types of communications that you propose to send to Participating Providers, and any other marketing or informational materials that you propose to disseminate as part of the Program.**

GHI proposes a cost-effective, simple, targeted provider communications plan for the new program. GHI will, of course, consult with the State on the language and timing of these communications.

- **October 2000** - GHI will notify all participating providers by mail of the contract award, including:
  - contract amendments
  - benefit changes
  - new or revised administrative procedures
  - reimbursement schedule adjustments
  - other modifications which could affect service to State enrollees
- **Early December 2000** – GHI will send a brief follow-up mailing to all participating providers reminding them that the new Core and Enhanced plans take effect on January 1, 2001, and providing contact information for the new State Dedicated Customer Service Center.
- **January and June 2001 through 2006** – GHI will use our dental provider newsletter, Dental News and Notes, to communicate any additional information or to reinforce important plan provisions on a targeted basis. This will include notification of any new groups which join the plan. These communications will also be targeted to address common issues identified through GHI's ongoing analysis and trending of inquiries and complaints received in the DDCSC.

In addition to these date-specific communications:

- GHI Provider Relations staff will visit Participating Providers and attend provider conventions on an ongoing basis, distributing material and consulting with individual providers as appropriate
- GHI's corporate website will offer providers 24 hours a day, 7 days a week access to a great deal of useful plan information, as detailed in the response to the next question

Sample issues of Dental News and Notes appear in **Exhibit C** of the **Exhibits Section** of this proposal.

9) **Do you currently have an Internet Web site that Providers may access? Describe the types of information or services that are available to Providers through this site.**

GHI's corporate website at www.ghi.com includes information for all GHI participating providers, including our dental panel. GHI updates this data regularly to ensure that our providers have access to the most current information possible.

Information available to providers 24 hours a day, 7 days a week through the website includes:

- **Claims Status Information**: Enables providers to review the status of specific claim(s)
- **Year to Date History**: Access to a listing of all claims processed for that provider during the calendar year
- **Provider Directory**: Over 50,000 providers accessible by specialty, primary physician listing, telephone number and zip code
- **Referral Facilitator**: A specific link to Map Quest shows the location of each dental practice when the address is clicked, thus facilitating referrals to conveniently located network specialists
- **Claim forms**: Requests for forms
- **Eligibility and Benefits for Individuals and Institutions**: Up to date patient eligibility information
- **Customer Service Department Interface**: Claims inquiries, e-mail send and receive capability
- **Provider Newsletter**: News and Notes, current and past issues
- **Health Legislation**: Updates on what is happening legislatively that could affect providers

4. ENROLLMENT MAINTENANCE

b. Questions

1) **Describe your strategy for accepting and maintaining enrollment information provided by the DCS.**

GHI's dedicated Membership department has already demonstrated the ability, systems, and procedures to handle enrollment for the Empire Plan and MH/SA enrollees in EDI format as well as through other media. Only GHI can guarantee to handle the new EDI approach, and at the same time guarantee that if the State is not fully ready to implement this new procedure immediately, that the current procedures can continue until full implementation is possible.

The State has already acknowledged the high quality of GHI's abilities in this area by choosing GHI in 1999 to handle ID Card production for the entire Empire Plan.

Overall, GHI receives and validates information from over 20,000 employer groups using over 100 different data formats including electronic and paper media as well as the Internet. GHI processes over 500,000 transactions annually for more than 2.7 million enrollees and their dependents. Information is received in EDI, electronic, or paper media.

GHI already maintains an accurate, complete, comprehensive and current enrollment file based on information provided by DCS. In addition, GHI already processes the entire State enrollment file for ID card purposes based on an EDI transmission in the format described. These established protocols will make for minimal transition requirements for the new State program. Implementation will simply require minimal reconfiguration within the existing systems to reflect the specific layout and data used by the State for the new Dental Program.

Consequently, GHI is in a position to ensure that updates to the eligibility file will be processed within 24 hours from the time the enrollment file is received from DCS, using protocols and procedures which are already in place.

Regarding confidentiality and security, employees have specific limitations on access claims, eligibility and provider files based on job description. For example, management in the claims area has "view only" clearance, claims approvers have "processing" clearance and service representatives have "view history "clearance. Membership staff has "view and change" clearance for eligibility data. For provider files, claims approvers have "view only" clearance, provider directory personnel have "view and change" clearance and membership staff have "view clearance". Each processor has a distinct password, which must be changed every 60 days.

Regarding disaster recovery, GHI currently has an agreement with Comdisco Disaster Recovery Services (CDRS), the largest disaster recovery organization for back-up computing resources. The CDRS contingency site is located in New Jersey. All production processing is backed-up at the CDRS site. Disaster recovery is tested twice each year. Minor corrupt files are recovered by either restoring from a local backup copy of the file or recreating it onsite. Large-scale

disaster recovery of the system is conducted either by restoration from local backup files or by recalling necessary files from offsite storage if required. IBM customer engineers are located onsite in the data center. Software vendors available via telephone at their respective support centers.

2) **Describe how your system maintains a history of enrollment transactions and state how long enrollment history is kept online**

As under the current plan, each transaction that is processed becomes a part of the history on the Enrollee/Dependent record. The history records the transaction type, the date processed, and the effective date of change. This history remains on the enrollee file in perpetuity.

3) **Describe how your system handles retroactive changes and corrections to enrollment data.**

GHI anticipates continuing the same procedures now in place with the State. The daily EDI transmission will be an update-only file. It will contain all the day's transactions to the enrollment database, including retroactive changes and corrections such as reinstatements of subscribers or dependents and retroactive terminations. If all data is valid, the enrollment system will accept these retroactive transactions and make the appropriate changes on the subscriber file. Any retroactive changes to this file, in turn, will trigger review and potential re-adjudication of any claims incurred during the retroactive time period.

5. CLAIMS PROCESSING

1) **Provide a step-by-step description or flow chart of your proposed methodology for processing Participating Provider and Non-Participating Provider claims for the Dental Program;**

The requested flow chart appears in **Exhibit D** of the **Exhibits Section** of this proposal. This chart represents the methodology currently in use for the State. This approach has consistently produced a first-pass rate exceeding [redacted] and a finalization rate of [redacted] within 14 days.

As part of our strategic dental product initiative and corporate commitment to cost-effective technological innovation, GHI will implement a number of procedural and systemic claims processing enhancements during the next few years. Each of these will improve performance and/or reduce processing costs for the State during the new contract period:

- ***Updated procedure codes*** – By basing claim submissions on the recently introduced CDT-3 coding schedule, GHI will further expedite claims processing, encourage electronic claims submission, and facilitate claim audits
- ***Additional system-based edits*** – Additional system edits will support the new coding system, and further reduce the number of claims requiring manual handling
- ***Electronic Medical Claim Submission (EMC)*** – GHI has achieved an exceptional [redacted] EMC rate on medical claims and [redacted] on hospital claims. Based on the marketing and technical approach piloted on these lines of business, and facilitated by the new dental coding, GHI expects to increase our dental claims EMC percentage substantially over the current 10% level during the course of the State contract.
- ***Upfront claim scanning software*** – New claim scanning software for paper dental claims will be targeted for implementation after the software is piloted on medical and Medicare claims this year

2) **Describe the claims payment edits in place to ensure accurate claim payments for the Program;**

GHI's FASTRAK dental claims processing system includes a comprehensive set of administrative, contractual, and clinical edits designed to expedite payment while promoting accuracy and cost containment.

The editing process begins as soon as a claim is received. As long as the claimant can be identified, the system records all valid claim data and assigns a unique claim identifier which allows the system to track the claim from receipt to finalization. This facilitates two-way cross-referencing with other claims in process for that enrollee. FASTRAK also automatically allows the claims approver to merge a submitted claim with any matching Pre-Determination of Benefits on file to form one integrated claim.

FASTRAK includes more than 1,500 validation and logic edits that have been carefully designed to ensure data integrity, facilitate quality control, and expedite payment. Every claim is subject to rigorous checks against the patient's history file for prior and current claim history, to ensure that maximums are applied correctly and that the treatment is clinically valid. The history file includes, among other elements:

- payment amount, processed date, check date, and check number for all paid claims
- dates of service and submitted claim amounts
- deductibles by type of service

- lifetime and annual maximum accumulations
- total dollars paid
- family summary (to supplement patient summary)
- outstanding overpayments (if any)
- provider information from previous claims
- explanatory remarks

FASTRAK also incorporates substantial ***dental logic*** – that is, a set of user-defined editing rules that allows the system to automatically evaluate claims against "common dental practice". The system uses this logic in conjunction with eligibility and history information to review each service line to determine whether the enrollee's contract covers the line item, and to what extent. The logic recognizes and administers all frequency and age limitations as well as GHI administrative policies, and can be customized at the group level.

Additional specific system processing features include:

- On-line, real time processing
- Eligibility checking at the group, coverage, employee, and dependent levels
- Storage and application of COB information (secondary and tertiary) as well as student and handicapped status
- Up to 12 lines of service information
- Up to 2 years of service per claim
- Usage of standard ADA coding. NOTE: GHI will upgrade the system to process CDT-3 coding by the end of this year.
- Universal Tooth Numbering, to facilitate tracking of history
- Automatic duplicate checking
- Display of complete calculation process for approver review
- Automated pre-payment quality control edits
- Automatic alternate payee processing
- Post-payment, pre-release audit capabilities which automatically check and verify approver decisions

When system edits determine that a claim requires additional information before it can be processed, a letter is generated through FASTRAK. The system's letter module eliminates the need for form letters and provides system-generated, high quality "customized" letters for each unique processing situation, thus ensuring clarity in our responses to subscriber and provider correspondence.

3) **How will your claims payment system administer variations in Plan benefits required by various employer groups?**

As the incumbent carrier, GHI has already loaded the group-specific Plan benefits for each State employer group onto our FASTRAK system. This data has formed the basis for GHI's successful claims processing operations under the State's current dental plan.

Each employer group within the State program is assigned a separate group number. When a claim is received, the FASTRAK dental claims processing system first checks the enrollee file to verify the employee's group number. The system then accesses the specific benefit files for that particular group, and adjudicates the claim accordingly.

FASTRAK also maintains the benefits history for each group by date, to ensure that claims are processed correctly based on the date of service. For example, should a State claim be submitted in 2001 for services received in November 2000, FASTRAK will process the claim based on the State's current dental benefits plan rather than the new Program.

4) **Provide a sample claim form that would be used for the Program;**

The requested sample claim form appears in **Exhibit E** of the **Exhibits Section** of this proposal.

5) **How does the system deal with adjustments to claim overpayments and underpayments?**

The system processes all adjustments on-line in realtime. Once a Customer Service Representative or Claims Approver determines that an adjustment is required, four transactions are possible:

- Total claim Reversal
- History Only Reversal
- Payment Adjustments
- History Only Adjustment

In the case of underpayments, the system automatically remits a new check and an amended Explanation of Benefits (EOB). If the adjustment represents an overpayment, the system generates a letter to the provider and/or enrollee requesting a refund. The system maintains both the original and the adjusted histories on-line. If a requested refund is not received, the system automatically deducts the amount from future claim payments based on the history file.

6) **Describe your record storage and retrieval policies. For audit purposes, is there on-line access to claims histories? How much claim history is archived?**

Yes, three years of claim history is maintained on-line. Prior history is archived and available when needed within 24 hours. In addition, the system maintains the complete clinical tooth history for each patient on line. Each claim is compared with the tooth history to ensure that lifetime maximums and other limitations are observed.

7) **Describe how your system and procedures maintain patient confidentiality**

As a business whose good name depends in large part on handling a great deal of confidential medical and demographic data securely, GHI's confidentiality controls, designed and administered by GHI's Internal Audit Department, are well documented and an important key to our business success. The same confidentiality controls which protect GHI client data today -- including the State's Empire Plan enrollment data and current dental plan information -- will also safeguard the confidentiality of the State enrollment, case, and claim data at GHI under the new Dental Program.

Regarding **training and personnel**, it is GHI's policy that employees who have access to confidential patient information (clinical and claim) shall not disclose it to anyone (including both GHI employees and non-GHI employees). GHI employees may only use such confidential information as required by the performance of their duties or as authorized in writing by the officer responsible for such confidential information. Any unauthorized use of confidential information constitutes a breach of a confidential relationship, a breach of trust, and a breach of a fiduciary relationship.

Upon hire, all GHI employees are made aware in writing and in training of these confidentiality policies, and sign a confidentiality agreement which acknowledges their basic responsibility for safeguarding GHI information to which they have access. This responsibility includes protection of confidential information from unauthorized or accidental reproduction, disclosure, distribution, modification, or destruction. Employees are prohibited from sharing IDs or passwords with anyone, including other employees.

Subsequent to training, supervisors and managers are responsible for ensuring that employees under their supervision have unique computer access IDs. Periodically, they reinforce with their employees their obligation to protect GHI systems and information, and to respect confidentiality policies.

Initial training at GHI emphasizes that employees who violate confidentiality or security policies are subject to discipline, up to and including discharge.

Employees are also made aware during training that improper disclosure of patient information may also constitute a violation of federal and/or state law.

When an employee is terminated, the following measures are taken to preserve confidentiality:

- the employee's ID card is collected
- the employee returns all documents containing confidential information
- the employee is monitored to be sure that no company information leaves GHI's premises
- all MIS computer system log-on IDS are revoked, disabled, or changed

At termination, as at hire, employees are reminded that their duty to refrain from disclosing confidential information obtained while employed at GHI continues after employment. The company reserves the right to enforce this policy against former employees through appropriate legal action.

Regarding **facilities**, a team of trained security personnel restricts admission to GHI's processing facilities to those with valid electronic photo ID cards and their authorized guests. In addition, entrances to operating areas require valid electronic photo ID cards and/or numeric passwords for admission. In certain areas with highly sensitive data or equipment, these devices allow access only to specific authorized personnel. All employees must wear their Photo ID cards when on GHI premises, and are trained upon hire to alert supervisors or security if they observe individuals in the facility without proper ID.

Regarding computer **files**, two separate but complementary levels of security assure system integrity, as described below.

System level security -- Mainframe data access, resource access authorization, and access activity control is provided by GHI's **Resource Access Control Facility (RACF)** software.

RACF limits users to pre-defined data file programs and other computer resources. When an individual is granted User Privileges on GHI's computer resources, a RACF user profile is established which documents which specific types of data the individual is authorized to access. This profile prevents access to any unauthorized data.

RACF, which is currently administered by Data Center and Internal Audit Department staff, also provides the following controls:

- Security coordinators cannot provide access to resources not owned by their group.

- Security coordinators only assign first-time passwords. Users are forced to change their password immediately upon logon. Furthermore, passwords are never displayed on the screen and are stored in encrypted format.
- User IDs are disabled after 5 unsuccessful attempts to use an ID.
- User Privileges can be assigned for single resources or groups of resources.
- Inactive ID's are automatically disabled.

Application level security -- GHI's processing systems also contain custom security features that further control employee access and activity at the application level. As with the RACF software, every employee is assigned a unique profile that determines authorization level. This profile restricts the access privileges of personnel that are already logged into the mainframe to authorized functions, files, and data elements. In this way, this profile, administered by GHI's Internal Audit Department, provides or denies access to such sensitive areas as Membership, Claims Entry, Service, Exceptions, manual processing, and many others.

All computer transactions are logged and tracked. Security coordinators monitor access and activity on an ongoing basis, both through prepared reports and by observing real-time activity. Reports are generated for access violations, password changes, access attempts, time of day statistics, and individual access. These comprehensive reports allow GHI to monitor all access events that affect RACF-defined computer resources.

Any violation of confidentiality procedures, including unauthorized data access, upload, change, or manipulation, is immediately noted and flagged for action at the highest levels, up to and including termination of employment and/or prosecution.

These rigorous controls, combined with GHI's effective recruitment and training protocols and a company-wide philosophy based on respect for our customers, have resulted in an enviable track record in preserving confidentiality for our clients.

8) Describe your Pre-Determination of Benefits process.

The New York State Benefit Plan suggests that enrollees or providers obtain Pre-Determination of Benefits for certain high-cost procedures for which alternative modes of treatment may be available.

The system processes a Pre-Determination of Benefits request just like an actual claim, following the procedures described in response to questions 1 and 2, above. When the final claim is received, the system automatically identifies pending Pre-

Determinations for that individual. If there is a match, the claim approver merges this claim with the Pre-Determination to produce one integrated claim. Information regarding the original Pre-Determination is maintained within the merged claim. Since both submissions are processed with the same logic, the claim payment matches the Pre-Determination amount unless other claims processed in the interim which affect benefit maximums, limitations, and/or cost sharing.

If no Pre-Determination of Benefits is on file, the system uses the same logic to process the claim, thus ensuring consistent results whether or not the patient elected to seek a Pre-Determination.

9) **Provide representative samples of the Explanation of Benefits (EOB) forms sent when a Participating Provider is utilized and when a Non-Participating Provider is utilized.**

Sample Explanation of Benefits (EOB) forms appear in **Exhibit F** in the **Exhibits Section** of this proposal.

6. COORDINATION OF BENEFITS

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

Yes, GHI handles Coordination of Benefits (COB) processing for all our dental customers, including the State. GHI uses a pursue and pay methodology and will serve as an active partner in helping the State to maximize available savings through aggressive COB efforts.

As the State's incumbent dental carrier, GHI has already obtained COB information on much of the State population and uploaded it onto our claims processing system. COB data is captured and entered at time of enrollment and updated as claim submissions demonstrate evidence of COB. Data is also collected through data exchanges with other carriers, questionnaires, correspondence and Group solicitations. GHI's FASTRAK dental claims processing system maintains a Coordination of Benefits (COB) file for each subscriber and covered dependent. This file contains:

- COB Contract Holder Name
- Date of Birth
- Relationship to the Subscriber

- Other Coverage Company Name and Address
- Other Coverage Group Number and Contract Type (i.e., individual, family)
- Effective Date of Other Coverage
- Termination Date of Other Coverage

During claims processing all claims are screened against the COB file. The known existence of other carrier liability results in an on-line edit to Claims Approvers which allows them to determine the extent of our contractual liability. Claims that indicate the possible presence of other coverage are forwarded to the Dental COB Specialist for investigation. This specialist sends questionnaires or makes telephone calls to obtain any missing data or resolve conflict information. The COB file is then updated accordingly based on any new information received.

As a general operating procedure GHI processes claims in accordance with the National Association of Insurance Commissioners (NAIC) Guidelines. These guidelines establish the order of benefit determination, i.e., primary and secondary carrier roles.

When GHI is the primary plan, GHI will pay benefits based on its full liability. When GHI is deemed secondary, benefits are reduced so that the combined payment of benefit from all plans is not more than the actual charge for the covered service. However, GHI will never pay more than its full benefits as a secondary plan, even if the benefits or payments of the combined plans are less than 100% of charges.

It is worth noting that because of GHI's market presence throughout New York State, many State employees have secondary and even tertiary coverage (see answer 3, below) through GHI. Under those circumstances, GHI will continue to offer the State two unique advantages:

- GHI's claim system automatically identifies COB situations where an individual has multiple GHI coverages through the enrollee's identification number. This eliminates any reliance on claim form information and maximizes COB savings in such situations.
- When such situations occur, GHI automatically processes the claim through to completion under all coverages, thus saving State enrollees the inconvenience of multiple claim submissions.

The table which follows depicts the COB savings which GHI's Dental COB efforts have produced for New York State during the past four years.

As the data clearly indicates, GHI has attained COB savings for the State which significantly exceed the industry standard of approximately [redacted]

GHI ANNUAL DENTAL COB SAVINGS: New York State Enrollees		
Calendar Year	$ Savings	% Savings
1996	[redacted]	[redacted]
1997	[redacted]	[redacted]
1998	[redacted]	[redacted]
1999	[redacted]	[redacted]

Because GHI already has essentially complete COB history on the State population, and continues to collect and update such information assiduously, this high savings level appears to be relatively stable.

2) **Describe the method you would propose to use to coordinate benefits for this Program.**

As under the current plan, GHI will use the method described above in response to question 1 to coordinate benefits for the State program. This method has produced the savings described in the table above.

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

Yes, GHI has made all the procedural and system modifications necessary to handle COB for claimants with tertiary coverage. As the incumbent carrier for the State's Dental Program, we are well aware that such coverage frequently exists in the Unified Court System, as well as through the Mohawk Valley Physicians (MVP) HMO, with its special pediatric dental coverage.

GHI's claim processing system automatically detects and allocates liability when some or all coverages are with GHI. When other carriers are involved, GHI's Dental COB Specialist investigates the initial claim to determine the correct primary and secondary payors in accordance with NAIC guidelines, as described above in response to question 1. Once the order is determined, the information is recorded on the system so that future claims can be processed accordingly. The system accommodates such notations at the dependent level, which particularly facilitates processing in situations involving the MVP pediatric coverage. In situations where GHI is tertiary, the system automatically requires two EOBs in

order to approve the claim. Otherwise, the claim is routed to the Dental COB Specialist for investigation and followup.

7. CUSTOMER SERVICE

b. Questions

1) Describe your proposed customer service operation. Indicate whether it would be dedicated to the Program or shared with other clients. Indicate whether the same staff that handles Enrollee calls would also handle calls from Providers, or if separate staff is assigned to handle calls from Providers. In either case, include the number of full time equivalents that would be dedicated to the Program and a description of how staff will be trained.

GHI proposes to establish an entirely new operation, the New York State Dental Dedicated Customer Service Center, to handle customer service for the State Dental Program. Conveniently located in Albany and dedicated exclusively to servicing the State program, the DDCSC will be responsible for the receipt and resolution of all dental benefit and claim related inquiries (telephone and correspondence) from both enrollees and providers.

The Albany DDCSC will feature the following service innovations:

- Locally-based Manager with substantial customer service experience, specifically trained in the requirements of the State program
- Approximately ten locally-based professional service representatives, highly trained, closely monitored, and available to providers and enrollees from 8 AM through 5 PM each business day
- Broad authority for DDCSC staff to handle virtually all inquiries on initial contact, including membership and claims adjustments
- State-of-the-art technology to support DDCSC staff, including on-line access to all files (claim history, membership, payment information, inquiry information) and benefits for each contract.
- On-line automated inventory control system to ensure that all inquiries are tracked aggressively through to resolution
- Quality Assurance Staff to maintain consistent control over the costs and integrity of the State program. More detail on this appears below.

The DDCSC will be accessible through the GHI Dental Answerline 24 hours a day, 7 days a week. Through this 800#, State enrollees will have automated access to obtain routine answers to frequently requested information. A special option on

the line will allow State enrollees to access the DDCSC to ask specific questions or resolve complex issues.

The new DDCSC will comprise approximately 10 full-time service professionals located in Albany. Each DDCSC staff member will be fully trained in customer service and claims and inquiry handling for the State through a comprehensive program that targets the following:

- State benefit design / contracts
- Effective Customer Service Techniques
- Dental Anatomy and Terminology
- Claim Payment Guidelines
- ADA Logic code descriptions
- CDT-3 coding details
- Detailed system training

In addition to the Albany DDCSC, GHI will continue to offer State enrollees access to plan information 24 hours a day, 7 days a week through our Dental Answerline, the GHI website, and walk-in centers throughout the State.

2) **What are your proposed hours of customer service operations? Will customer service representatives be available at all times during these hours to talk to Enrollees?**

The Dental Answerline and the GHI website will be available to State enrollees 24 hours a day, 7 days a week. This will allow for resolution of routine requests and inquiries, and will also allow enrollees to leave messages for DDCSC staff.

The proposed hours of operation for the Albany DDCSC are 8 AM to 5 PM, EDT. Enrollees and providers will be able to speak with DDCSC service representatives at all times during these hours.

The GHI member services area also provides walk-in access to State enrollees during regular business hours in four other locations throughout New York State: New York City, Buffalo, Syracuse, and Rochester.

3) **How do you propose to handle after hours calls?**

All calls received during non business hours will automatically be answered by the Dental Answerline, GHI's 24 hours-a-day, 7-days-a-week customer service automated response system, already in use for the State account. The GHI Dental AnswerLine is a user-friendly system which makes it easy for State enrollees to instantly obtain information regarding dental plan benefits, member/patient

eligibility, claim status information and pre-determination information. In addition, the system can process requests for ID Cards and claim forms, or help a caller identify the most conveniently located participating dentists. A special option will also allow State enrollees to leave messages for Albany DDCSC staff.

GHI's web site also offers the same information that is available through the automated telephone system at www.ghi.com. GHI's web site features areas for members, providers, GHI clients and other interested parties. Subscribers may also access their claims and eligibility information through a secure PIN.

4) **Describe the training program that you conduct for customer service staff.**

Each New York State DDCSC service professional will be required to successfully complete a five-week training program that targets the following:

- State Benefit design / contracts
- Effective Customer Service Techniques
- Dental Anatomy and Terminology
- Claim Payment Guidelines
- ADA Logic code descriptions
- CDT-3 coding detail
- Detailed system training on FASTRAK and customer service systems

5) **What are your turnaround standards for problem resolution?**

GHI's standard turnaround times for the resolution of complaints or inquiries is as follows:

- [redacted] of all inquiries within 10 business days
- [redacted] in 14 business days

However, for the State's new Dental Program, GHI will target the more aggressive inquiry turnaround standard requested by the State in the RFP:

- [redacted] of enrollee inquiries within 7 business days

6) **Describe the capabilities of the telephone system that you would propose to use for the Program. Include a description of the management reports and information available from the system.**

The DDCSC will be equipped with the Northern Telecom Meridian (NTM) telephone system. This system will allow DDCSC management to monitor and

manage performance through comprehensive activity reports as well as in real-time.

The NTM system can generate both standard and customized management reports on either a scheduled or ad hoc basis. These reports can define both individual representative and overall operational performance levels. Data collected includes but is not limited to:

- mean wait time
- percentage of calls abandoned
- percentage of calls answered
- average talk-time (the average time a representative was connected with a caller)
- busy percentages
- number of calls received, handled and abandoned.

In addition, DDCSC management will use the system in real-time to help ensure that telephone performance standards are met. Pre-programmed exceptions and flags will alert DDCSC management if telephone performance levels should fall below specific thresholds. DDCSC management will then take any appropriate corrective action, which could include shifting staff from other assignments, adjusting employee lunch or break schedules to accommodate unexpected inquiry volumes, or even routing callers if necessary to another GHI service location for emergency handling. In this way, the telephone system capabilities will allow us to maximize resources and improve performance levels.

7) **Do you currently have an automated telephone response system? If so, describe in detail the types of information that may be obtained from the system.**

Yes. State benefits managers and enrollees are already familiar with GHI's (24) hour, (7) days a week Dental AnswerLine, which was installed largely in response to requests and feedback from the State as a way to enhance customer service. This user-friendly system allows callers to obtain information regarding plan benefits, member/patient eligibility, claim status information, and pre-determination information. In addition, the system can process requests for ID Cards and claim forms, or help a caller identify the most conveniently located participating dentists. A special option will also allow State enrollees to connect directly with the Albany DDCSC.

8) **Can your customer service representatives be contacted via electronic mail?**

Yes, GHI accepts electronic mail through its web site. We are currently in the process of enhancing our web site to include online chat with a service representative. We expect that this technology will be available in 2001. GHI's web site also offers information regarding plan benefits, member/patient eligibility, claim status information, predetermination information, process requests for ID Cards, names of participating dentists, and claim form requests.

9) **What is the current staff turnover rate at the customer service site you propose to utilize for the Program?**

Since this DDCSC will be a new operational structure specifically established to provide enhanced service under the new dental contract, no turnover statistics are available for this specific site.

During 1999, staff turnover for the dental service unit as a whole was [redacted]

10) **How will your customer service operations deal with differences in the Plan benefits required by various employer groups?**

Each employer group within the State program is assigned a separate group number. When an inquiry is received, GHI's customer service representatives access our online system to determine the enrollee's eligibility status and benefits entitlement. The group number on the enrollee file links to the specific benefit files for that particular group, and displays the benefit details accordingly. In this way, the service representative views correct, up-to-date, group-specific benefits information. This information can then be shared with the enrollee and/or provider as appropriate.

8. ENROLLEE COMMUNICATIONS

1) **Provide an outline of the Enrollee communications campaign you would propose for the Program's first year and provide other comparable samples you have developed (i.e., other than New York State Enrollees);**

GHI believes that the goals of the communications campaign should be:

- to reassure enrollees that the benefits available to them have improved without compromising the affordability of the program
- to generate interest in the Optional Enhanced Plan while ensuring that employees have a clear understanding of their enrollment options
- to encourage the use of Participating Dentists as both a cost savings and an administrative convenience

- to reinforce the basic procedures of the plan, including communicating eligibility changes and claim filing
- to communicate/emphasize the many points of contact available to obtain any needed help

GHI anticipates a thorough, yet highly cost-effective initial communications campaign focused on making sure that enrollees are aware of the new benefits structure, sign up for the Enhanced plan if they so desire, and know where to get any plan information or assistance they need.

To accomplish these goals, GHI proposes the following campaign:

- **Preview announcement**. This announcement should come approximately one month before the first Open Enrollment. This timing will allow enrollees to understand what's new without creating a substantial period of overlap and potential confusion. The primary messages will be:
  - Don't worry; you still have your current benefits (or better!)
  - You can also choose enhanced benefits if you like
  - Here is your new contact information as of January 1, 2001, including how to reach the DDCSC
  - Begin preparing now to make an informed decision during Open Enrollment

  GHI will discuss the optimal media for this announcement with the Communications Section of the Department of Civil Service. Based on our experience as the incumbent carrier for the Dental and Value Options programs, we understand how to work with the State and the Governor's Office of Employee Relations, with input from the unions, to develop final campaign parameters. GHI does believe that it is best if enrollees receive this announcement through familiar communications channels. This approach will increase the likelihood that enrollees will read and absorb this important information.
- **Open Enrollment**. As we have annually, GHI will work closely with State Health Benefits Administrators and union leaders to launch the new program effectively. GHI will provide promotional material designed to highlight the benefits of both the revised Core plan and, particularly, the new Enhanced plan so that enrollees can make an informed choice. GHI representatives will also attend Health Benefit Fairs to assist in distributing materials and explaining new plan features to enrollees.
- **Plan Information Dissemination.** Once the enrollees have made their choices, GHI will provide them with the information they need to use their benefits wisely and cost-effectively, including:

- **ID Cards**. These will be mailed, along with a brief description of the new Program, as soon as the new enrollment file is received and processed.
- **Membership Kit**. GHI will work closely with the State to determine the precise contents of this kit. Typical Membership Kits for other GHI enrollee populations have included some or all of the following elements:
  - **Cover letter**, highlighting any new plan information, briefly describing the contents of the Kit, and outlining any action steps for the enrollee
  - **Summary Plan Description,** which provides the legally required information on plan benefits in easy-to-understand language
  - **Certificate of Insurance,** which describes the plan benefits in contractual, legally binding language
  - **Coordination of Benefits questionnaire.** In this way, the State can take advantage of the transition to update COB information on enrollees, thus enhancing potential COB savings.
  - **Website and AnswerLine brochures**. These materials will help enrollees use these convenient media to obtain eligibility, benefits, and claim status information, or request claim forms and/or new ID cards quickly and easily, 24 hours a day, 7 days a week.

After this initial campaign, GHI anticipates using targeted communications, including the Empire Plan newsletter, to improve service to enrollees and reduce the State's costs in administering the program. Ultimately, the goal is to educate enrollees to use the website and AnswerLine for routine issues whenever possible, and (except for those with rotary phones or without Web access) to call the DDCSC primarily for non- routine inquiries. GHI will continually analyze the volume and nature of communications received through the three primary media – the DDCSC, the AnswerLine, and the website – to determine which areas of the Program are generating the most interest and/or are the least understood. We will then generate targeted communications to address these issues, using the newsletter and other communications channels to convey this information.

In addition, GHI will continue to use the National Research Corporation to conduct quarterly enrollee satisfaction surveys, as we do for the current State program. As under the current program, we will report the results to the State and discuss any recommendations which may arise out of this information.

The success of this campaign will ultimately be measured in two ways:

- **Objectively**, we expect to see a steadily decreasing volume of non-essential or misdirected service calls, combined with a steadily increasing percentage of routine inquiries and requests handled through the AnswerLine and/or the GHI

website. GHI will track contact volume by topic and medium, and share these results with the State.

- **Subjectively**, we will measure enrollee and patient satisfaction with the program, and understanding of program features and procedures (including the relative advantages of the enhanced plan). Satisfaction will be evaluated both through the nature and volume of contacts with the Answerline, the website, and the Albany DDCSC, and through the quarterly satisfaction surveys already in use for the State Dental Program.

2) **Provide sample communication and Enrollee educational materials;**

The requested samples appear in **Exhibit G** in the **Exhibits Section** of this proposal.

3) **Describe in narrative and/or flow chart format how printing and distribution of materials will be handled; and**

GHI will continue the well-established procedures in place to work with the DCS to produce Program materials. As it has been under the current State Dental Program, printing and distribution of communication materials can be done through the sources normally used by GHI, following the usual competitive bid guidelines. If the State prefers, GHI can work with vendors selected by the DCS.

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

Yes, GHI has an attractive, user-friendly, highly functional corporate website at www.ghi.com. The site offers State enrollees access to claims and eligibility information through a secure PIN, information regarding plan benefits, member/patient eligibility, claim status information, pre-determination information, and the names of conveniently located participating dentists. Enrollees can also request ID Cards or claim forms electronically. The site now accepts e-mail; GHI is currently in the process of enhancing the web site to include online chat with a service representative. We expect that this technology will be available in 2001.

9. REPORTING

1) **Propose the format of the Annual Financial Report that you would provide for the Dental Program. For each item on the proposed financial experience statement, explain the definition and source of the amount (e.g., data source, formula to be used, and rationale);**

A sample Annual Financial Report, in the format which GHI has developed with the State for use under the current dental plan, appears in **Exhibit H** in the **Exhibits Section** of this proposal. The items included on the report are listed below. The definitions of these items also include the formulas (where applicable) used to calculate the results.

Earned Premium – This represents the total premium earned for the reporting period

Paid Claims – This represents the claims paid in the reporting period (incurred anytime since inception of the Program)

Liability for Outstanding Claims – This shows the reserve established at the beginning and end of the reporting period

Incurred Claims – *Paid claims* plus the change in *the Liability for Outstanding Claims* (the reserve at the end of the reporting period less the reserve at the beginning of the reporting period)

Administrative Expenses – GHI's total administrative expenses for the reporting period

Risk Charges – See description for *Other Retention*

Other Retention – This will include *Risk Charges*, taxes, NYSID Assessment, cash flow charges/credits, and other insurance company charges

Total Retention – This is the total of *Administrative Expenses*, *Risk Charges*, and *Other Retention*

Retroactive Premium Adjustment – This represents *Earned Premium* less *Incurred Claims* less *Total Retention*

Annual Contracts – This represents the total of the 12 reporting period months of enrollment

2) **Provide samples of the financial, utilization and survey reports that you propose to produce in accordance with specifications in Section III.C.9.a and any other reports that you propose to produce for DCS to be able to analyze and manage the Dental Program;**

The requested samples, which have already been customized to the State's specifications as part of administering the current dental plan, appear in **Exhibit I** of the **Exhibits Section** of this proposal.

3) **Describe your ability and willingness to modify your existing report formats and develop new formats in cooperation with DCS. Once specifications are agreed upon, how long does it take to get the final product?**

As the incumbent dental carrier, GHI has already developed customized reports in response to requests from the State during the administration of the current contract. No additional programming or system changes will be necessary to meet the specified DCS requirements.

Should DCS desire, GHI will work closely in cooperation with DCS to modify the existing formats or develop new formats in light of new program parameters. GHI fully expects that the GHI State Consulting Team and the Dental Advisory Council may very well recommend improvements.

Time frames and cost (if any) of new or ad hoc reports are based on the complexity of the report, required systems programming, the value of the report in light of GHI's overall dental product development strategy, and the frequency of report issuance -- normally quarterly, semi-annually, or annually. As we have in the past, GHI will use all available resources to meet the State's timeframe requests.

4) **Describe the quality control procedures you have in place to assure accuracy and timeliness of reports;**

GHI uses the classic project life cycle methodology to develop production reports. This cycle includes design, development, and extensive testing phases. The software that produces the report is moved into a strictly controlled Production status only after the appropriate business unit approval has been secured. Once the report software is in production status, it is put into the automatic scheduling system, which executes the job at the appropriate time. The automatic scheduler releases the job for execution only after all jobs defined as predecessors have successfully completed.

The data is also validated before reports are released. The Underwriting/ Actuarial (U/A) Department maintains a database containing validated summarized monthly

financial totals for all dental claims at both the aggregate and the Group level. The database contains data covering the most recent 48 months. The financial information for any reports produced for the State are first balanced against financial totals retrieved from the U/A database. Depending upon the report content, other balancing procedures are developed as needed.

5) Describe your ability to download data into Microsoft Excel, Access or Lotus; and

GHI has developed procedures which easily convert GHI's mainframe-based claims processing and reporting systems data into these PC formats. The most basic procedures in place are as follows:

1. On the mainframe: extract the data and format into the required configuration.
2. Via FTP software: download the data into a sequential file residing on a UNIX server.
3. Once this process is complete, the data can be imported into the desired destination Software package, and transferred to the State in the required file format.

The above process can be automated by adding Unix CRON jobs to control scheduling, and downloading the data into Oracle tables used as intermediate staging tables, from which the data is moved into the destination database.

6) Describe your ability and willingness to provide ad hoc reports upon request.

In addition to making raw data available for State use, GHI will of course prepare special ad hoc reports at the State's request, as we frequently have during the course of the current contract. In many cases, GHI's Account Services unit can provide such reports based on available information. If more complex reports are requested, GHI has a Rapid Response team in place to handle critical ad hoc reporting requests.

When an ad hoc request is received or generated by a business unit, the responsible user works with the Rapid Response team Group Manager to determine the request requirements and relative priority. The Group Manager then schedules the work process, monitors its status, and manages any issues that may surface while work progresses to satisfy the request.

Time frames are based on the complexity of the report, the programming required, and the priority level assigned to the request. GHI will advise the State as to the timing and cost (if any) of ad hoc reports which we recommend, or which the State requests.

10. PERFORMANCE GUARANTEES

To demonstrate the seriousness of the corporate commitment to helping the State achieve its goals under the new Dental program, GHI will support the program parameters described in this proposal with the performance guarantees listed below.

The maximum combined penalty under all the listed guarantees in any year shall not exceed [redacted].

1) **Implementation and Start-Up Guarantee: State your willingness to guarantee that each of the Implementation and Start-Up Guarantees listed below [as a)-f)]will be in place on or before January 1, 2001. For each of the six (6) Implementation and Start-Up Guarantees not completed by January 1, 2001, propose a penalty.**

Note: **The Insurer must, as a minimum, propose that it will forego its monthly risk charge, plus fifty percent ([redacted] of its Monthly Administrative Fee, until all Implementation and Start-Up Guarantees are met.**

   a) **On-line claims processing system that accurately reimburses claims in accordance with plan provisions and negotiated agreements with Providers;**

   b) **On-line claims processing system that utilizes enrollment and eligibility data provided by DCS to accurately pay claims for eligible Enrollees/Dependents;**

   c) **On-line claims processing system able to process claims according to the Performance Guarantee contained in Section III.C.10.a.5)-Guaranteed Turnaround Time for Subscriber Claims;**

   d) **On-line claims processing system that generates Explanation of Benefits (EOBs) for Dental Program Enrollees in a format approved the DCS;**

   e) **Operational toll free telephone number for customer service staffed by trained representatives; and**

   f) **Participating Provider Network available to Enrollees on a statewide basis that will be at least [redacted] of the number depicted under Column 3 of Exhibit V.A. I of the Offeror's proposal.**

As the incumbent carrier for the State's dental program, GHI expects to meet all Implementation and Start-Up requirements. In fact, most of these requirements have already been met in the course of customizing the current plan to meet the

State's needs.

Accordingly, GHI proposes the following guarantees:

1) If all Implementation and Start-Up Guarantees cited in items 1a) through 1f), above, are not met, GHI will incur a one-time penalty of [redacted]
2) GHI will forego the monthly risk charge and [redacted] of the Monthly Administrative Fee until all Implementation and Start-Up Guarantees are met.

2) **Provider Access Guarantee: State your willingness to guarantee that on the first day of each quarter the number of Participating Providers (general dentists and specialists) available to Enrollees on a statewide basis will be at least [redacted] of the number depicted under Column 3 of Exhibit V.A. 1 of the Offeror's proposal. Propose a penalty for failure to meet this guarantee in the following format:**

GHI is willing to guarantee that a minimum of [redacted] rticipating Provider locations (including general dentists and specialists) will be available to enrollees on a statewide basis.

For each [redacted] below the Provider Access Guarantee of [redacted] percent (of the 3,000 provider locations), measured on an annual basis, GHI shall pay the DCS a penalty of [redacted]

The maximum penalty in any year shall not exceed [redacted]

3) **Enrollment Maintenance Guarantee: State your willingness to guarantee that enrollment data provided by the DCS will be loaded into the Insurer's enrollment system within one Business Day of receipt. Propose a penalty for failure to meet this guarantee in the following format.**

For each hour beyond one Business Day that the enrollment data is not loaded into the Insurer's enrollment system, GHI shall pay the DCS a penalty of [redacted]

This guarantee excludes:

- individual enrollments rejected based on system edits
- enrollments where information is submitted through non-electronic media

4) **Claims Payment Accuracy Guarantee: For the two Claims Payment Accuracy Guarantees, state your willingness to guarantee that each will be met or exceeded and propose a penalty for failure to meet the guarantee(s) using the following formats:**

a) For each [redacted] below the Financial Accuracy Rate of [redacted] percent in the first year of the contract, and [redacted] percent in years two through five of the contract, GHI shall pay the DCS a penalty of [redacted]

At least a [redacted] percent Financial Accuracy rate shall be maintained for all claims processed and paid during the first year of the contract. In years two through five, the Financial Accuracy rate shall be at least [redacted] percent. This will be measured by dividing the number of claims paid correctly by the number of claims reviewed. Results will be determined by an annual audit using statistical estimate techniques at the [redacted] percent confidence level with precision of [redacted].

The maximum penalty under this provision in any calendar year shall not exceed [redacted].

b) For each [redacted] below the Non-Financial Accuracy Rate of [redacted] percent in the first year of the contract, and [redacted] percent in years two through five of the contract), GHI shall pay the DCS a penalty of [redacted]

At least a [redacted] percent Non-Financial Accuracy rate shall be maintained for all claims processed and paid during the first year of the contract. In subsequent years, the Non-Financial Accuracy rate shall be at least [redacted] percent. This will be measured by dividing the number of claims with no errors by the total number of claims reviewed. Results will be determined by an annual audit using statistical estimate techniques at the [redacted] percent confidence level with precision of [redacted] Non-Financial errors include, but are not limited to, entry of incorrect patient name, incorrect date of service, incorrect provider name, incorrect remark code, and failure to investigate COB.

The maximum penalty under this provision in any calendar year shall not exceed [redacted]

5) **Guaranteed Turnaround Time for Claims Adjudication: State your willingness to guarantee that the two Turnaround Time for Claims Adjudication guarantees will be met or exceeded and propose a penalty for failure to meet the guarantees in the following format:**

a) For each [redacted] of Provider claims received by GHI and not paid within ten (10) Business Days below the standard of [redacted] but at or above [redacted], measured on an annual basis, GHI shall pay the DCS a penalty of [redacted] For each [redacted] of Provider claims received by GHI and not paid within ten (10) Business Days below [redacted] measured on an annual basis, GHI shall pay the DCS a penalty of [redacted]

b) For each [redacted] of Subscriber claims received by GHI and not paid within ten (10) Business Days below the standard of [redacted] but at or above [redacted], measured on an annual basis, GHI shall pay the DCS a penalty of [redacted] For each [redacted] of Subscriber claims received by GHI and not paid within ten (10) Business Days below the standard of [redacted], measured on an annual basis, GHI shall pay the DCS a penalty of [redacted]

The maximum combined penalty for a) and b) under this provision in any calendar year shall not exceed [redacted]

As indicated in the RFP, this guarantee excludes claims requiring additional information for adjudication.

6) **Guaranteed Turnaround Time for Pre-Determination of Benefits: State your willingness to guarantee that [redacted] percent of requests for Pre-Determination of Benefits will be turned around within ten (10) Business Days. Propose a penalty for failure to meet this guarantee in the following format:**

For each [redacted] of Pre-Determination of Benefits requests received by the Offeror and not turned around within ten (10) Business Days below the standard of [redacted] but at or above [redacted], measured on an annual basis, the Offeror shall pay the DCS a penalty of [redacted] For each [redacted] of clean Pre-Determination of Benefits requests received by GHI and not paid within ten (10) Business Days below the standard of [redacted] measured on an annual basis, GHI shall pay the DCS a penalty of [redacted]

The maximum penalty under this provision in any calendar year shall be [redacted]

As indicated in the RFP, this guarantee excludes Pre-Determination of Benefits requests requiring additional information for adjudication.

7) **Guaranteed Turnaround Time for Enrollee Claim Inquiry Resolution: State your willingness to guarantee that the three Turnaround Time for Enrollee Claim Inquiry Resolution guarantees will be met or exceeded and propose a penalty for failure to meet the guarantees using the following formats:**

a) For each [redacted] of written Enrollee Claims Inquiries received by GHI and not turned around within seven (7) Business Days below the standard of [redacted] measured on an annual basis, GHI shall pay the DCS a penalty of [redacted]

b) For each [redacted] of telephonic Enrollee Claims Inquiries received by GHI and not turned around within seven (7) Business Days below the standard of [redacted] measured on an annual basis, GHI shall pay the DCS a penalty of [redacted]

c) For each [redacted] of claims adjustments which result from Enrollee Claims Inquiries and not adjusted within seven (7) Business Days below the standard of [redacted] measured on an annual basis, GHI shall pay the DCS a penalty of [redacted]

The maximum combined penalty for a), b), and c) under this provision in any calendar year shall not exceed [redacted]

8) **Customer Service Guarantee: For each of the four (4) Customer Service Guarantees listed below state your willingness to guarantee that each will be met or exceeded and propose a penalty for failure to meet each guarantee using the following formats:**

a) ***Customer Service Availability:*** For each [redacted] below the standard of [redacted] that the toll-free line (ARU) is not operational and available to Enrollees and Providers, with customer service representatives available during the scheduled times of 8:00 AM to 5:00 PM, Monday through Friday, except for legal holidays observed by the State, GHI shall pay the DCS a penalty of [redacted]

b) ***Customer Service Telephone Response Time***: For each [redacted] of incoming calls to the toll-free line (ARU) below the standard of [redacted] are not answered by a customer service representative within thirty (30) seconds, GHI shall pay the DCS a penalty of [redacted]

c) ***Telephone Abandonment Rate:*** For each [redacted] of incoming calls to the toll-free line (ARU) in which the caller disconnects before the call is answered in excess of the standard of five (5) percent, GHI shall pay the DCS a penalty of [redacted]

d) ***Telephone Blockage Rate:*** For each [redacted] of incoming calls to the toll-free line (ARU) that are blocked by a busy signal, in excess of the standard of three (3) percent, GHI shall pay the DCS a penalty of [redacted]

This measurement includes calls received through GHI's automated Dental Answerline (Automated Response Unit). The guarantee also excludes circumstances beyond GHI's control.

The maximum annual penalty under this provision shall not exceed the following levels:

Year One: [redacted]
Year Two:
Thereafter:

9) **Management Reports Guarantee: For the Management Reports listed above, state your willingness to meet or exceed the guarantee and propose a penalty for failure to meet this guarantee in the following format:**

For each Business Day after a report due date that a report that is not received by the DCS, GHI shall pay the DCS a penalty of:

- [redacted] for each Business Day between the first and fifth days
- [redacted] for each Business Day thereafter

10) **Other Guarantees: In addition to these guarantees, propose any other guarantees and related penalties you see as appropriate.**

GHI believes that the above guarantees, combined with our track record of service to the State under the current Dental plan, illustrate the seriousness of our commitment to fulfilling the requirements of the State's new Dental Program.

11. CONSULTING SERVICES

1) **Describe how you will meet the ongoing advice and recommendation needs of the Program**

GHI's ability to partner with our clients to generate continuing improvements in their health benefits programs is one of the strongest reasons for the longevity of many of our most prestigious accounts. GHI's track record in helping our clients to define and achieve appropriate, often innovative, and effective goals for their programs is discussed in response to the next question.

GHI views our relationship with the State of New York as a gradually expanding partnership that has begun with the Dental, Value Options, and Identification Card production services we currently provide. As we expand this partnership to include an updated, streamlined Dental Program, the State can expect a systematic, results-driven approach to account consulting from GHI, using the following process:

- GHI has already developed a thorough understanding of all factors which affect the State's Dental Plan: structure, operations, benefits design, costs, jurisdictional issues, preferences, legal and practical constraints, personnel (capacity and capabilities), and many more.

- GHI will establish a special State Dental Consulting Team to help maximize the success of the new State Dental Program. Headed jointly by Patricia Kennah, Account Executive, and John Rice, GHI's Director of Dental Product Development, this multidisciplinary team will include the Manager of the new Dental Dedicated Customer Service Center as well as claims, membership, underwriting, benefits management, and marketing professionals. The Team will analyze the strengths and opportunities of the State's current program and formulate recommendations. In addition to representatives from the areas indicated above, the team will include these uniquely qualified individuals:

  - **Dr. Robert Gianadda** – a practicing dentist for over 30 years, Dr. Gianadda is a member of GHI's dental consulting staff who has provided valuable insight into State dental plan issues on a number of occasions. He was responsible for clarifying and documenting the State's policy on anesthesia reimbursement, and has been instrumental in the decision to convert to CDT-3 coding. His unique perspective as both a practicing dentist and claims consultant will be invaluable to the team. In this role, he will be supported by other GHI professional dental consultants, including Dr. Thomas McClelland and Dr. Hyman Israel.

  - **Jonathan Benn** – As the Business Manager of GHI's Family Dental Practice in Albany, Mr. Benn is both a GHI employee charged with operating a cost-effective dental practice at two Albany locations on behalf of the company, and the manager of a GHI Participating Dental Practice. For this reason, Mr Benn brings a unique dual perspective and insight to the consulting team.

  - **Jeff Goodwin** – Mr. Goodwin, Director of Governmental Relations, works within GHI's Legal Department. He is specifically charged with maintaining liaison with government agencies and alerting GHI and our customers of legislative developments which could affect plan designs or operations.

This RFP response reflects the initial results of the Consulting Team's thinking. This Consulting Team will continue to work with the State and its unions to develop appropriate recommendations and goals for short-term and long-term refinements and improvements. These recommendations will be based on our analysis of the program, our discussions with the State, and our knowledge of local and national health benefit trends, including successful initiatives undertaken in partnership with other GHI accounts.

Throughout this process, the State will have direct access to all of the GHI personnel listed in response to question 1b, to all members of the consulting team, and to any outside consultants or potential subcontractors who may be of assistance.

2) **Describe the nature, scope and benefits of the consultant services that you have provided to other clients.**

GHI has a proven track record of partnering with our clients to improve their benefits programs, both in the short and long term. Our ability to function as benefits consultant has been one critical component of our success in this area. GHI's consulting services are tailored for each client.

GHI begins by thoroughly understanding every aspect of our clients' health benefits plans and objectives. Using our comprehensive data reporting and analysis capabilities, GHI then employs a multi-disciplinary team of marketing, underwriting, service, claims, membership, and benefits management professionals to interpret plan data accurately, and with confidence. GHI then applies our knowledge of national and local resources to help our partners define and achieve appropriate, yet often innovative goals for their programs.

Our identity as a partner committed to constantly improving the health benefits programs we insure and administer defines the nature, scope, and benefits of GHI's consultant services.

One of many comparable programs is the the Federal Employee Health Benefits Program (FEHBP).

To illustrate our approach, we will discuss GHI's history of consulting and partnership with the two GHI clients most comparable to the State of New York in terms of identity, size, and diversity:

For over 35 years, GHI has offered hospital, medical, and dental coverage to Federal employees in New York State through the FEHBP. As usual, over time our role has expanded and we have had the opportunity to display a wider scope of our account management skills.

In addition to offering Preventive and Diagnostic dental benefits, GHI has also offered the FEHBP an unusual dental arrangement which has proven highly popular. Under this special GHI Dental Access program, GHI Participating Dentists have agreed to provide dental services, including specified restorative, prosthodontic, oral surgery, periodontic, endodontic, and orthodontic procedures, at discounted fees based on the Preferred schedule which the State has used and which is the foundation of the proposed Core plan. As a result, FEHBP offers enrollees improved access to affordable dental care without expanding the scope of insured benefits under the program. The success of this program has influenced the proposed benefits design for the State retiree dental plan.

As we have with the State, GHI has been vigilant in bringing new programs to the attention of the FEHBP when plan data indicated that good results could be

expected. Perhaps the most reliable measure of GHI's consulting value to the FEHBP is the annual Service Charge. The FEHBP Service Charge is the additional profit allowed each carrier over and above administrative charges based on their performance in a number of areas – essentially, based on the value of the carrier's program as perceived by the FEHBP. As a result of the savings and service GHI has provided and documented, GHI has for the last five years received among the highest Service Charges available, with an average increase of 20% or more

The Bottom Line

From the State's perspective, it is most significant to note that GHI's ability to provide meaningful consulting services, and follow them up with effective implementation, is a corporate strength which has made us such a valuable partner to these and many other clients.

GHI offers the State the same ongoing commitment to excellence:

- To work in partnership
- To constantly seek enhancements to Dental Program processes and procedures
- To develop and implement an Enhanced Dental Program
- To provide high quality service to plan members and lower costs to the State

12. RETIREE DENTAL PLAN

1) **Describe the Retiree Plan that you propose for NYS retirees. Include proposed covered and non-covered services, benefit limitations, annual deductible, yearly maximum, etc.;**

GHI proposes three Retiree Plan designs for the State's review and consideration. GHI will work with the State to select, implement, and administer the plan design which best meets the budget and benefits needs of State retirees.

GHI currently offers a Retiree Plan that utilizes our Spectrum fee schedules. Due to the age of the Spectrum programs and inadequate fee schedules that no longer reflect today's submitted charges and costs for running a profitable dental practice, we no longer believe Spectrum should serve as a platform for GHI dental programs. As of January 1, 1999, GHI ceased marketing the Spectrum plans, and as of January 1, 2000, current Spectrum programs are transitioned to our Preferred network upon renewal. The Spectrum network will not be available to new retirees going forward.

GHI's proposed plan designs offer State retirees enhanced coverage in the following ways:

- By moving Retirees from GHI's Spectrum network to the Preferred network, the number of participating dentists available to retirees doubles. The Spectrum network features approximately [redacted] participating providers, while Preferred has over [redacted] network dentists. The increase in network penetration should reduce out-of-pocket expenses for enrollees, since the Preferred network greatly increases the opportunities for retirees to gain access to discounted fees and paid-in-full benefits (except for applicable co-insurance).

- The corresponding out-of-network benefit is also improved, reducing patient out-of-pocket expenses for non-network care but still providing strong incentive to seek treatment from network dentists.

- GHI has increased the number of covered services in the proposed plan designs (as detailed in the tables on the following pages). Currently, patients are subject to the dentist's full fee for non-covered procedures. By expanding the number of covered services, retirees and their covered dependents benefit by the application of the reduced Preferred fee for these procedures, again reducing out-of-pocket expense.

To maintain a reasonable cost basis for the Retiree plan, additional elements of cost sharing have been introduced for in-network services. While 100% co-insurance still applies to preventive and diagnostic services in all three proposed plan designs, patient co-insurance is included for high-cost services in all three plan designs and for basic/restorative services in the third design. This allows GHI to expand the number of covered procedures, thus increasing retiree access to discounted services when receiving care. In-network cost sharing for expensive services also encourages patients to closely scrutinize dental care received and submitted procedures.

Orthodontic coverage for dependent children (to the end of the calendar year in which they turn 19) has been added to all three proposed plan designs.

Plan Designs 1 and 2, while incorporating the alterations noted above, reflect a similar approach to the Retiree Plans currently offered. Design 1 reimburses high-dollar prosthetic services and other high-cost procedures performed in-network at 80%, while Design 2 reimburses those same procedures at 50%.

Plan Design 3 mixes elements of a comprehensive plan with those of an access plan by reducing in-network co-insurance levels to 50% for Module 2 and 25% for Module 3. While these co-insurance levels are modest, the value to the patient

is delivered by significant discounts offered by Participating Preferred network dentists. Patients receiving care through the Preferred network enjoy large reductions in out-of-pocket expenses.

Complete details of all three proposed Retiree Plan Designs appear on the following pages.

Retiree Plan #1

Classification	Procedures	Limitations (if applicable)
Module 1 – 100% Preventive & Diagnostic Services No deductible	ExaminationsBitewing X-rays Other X-rays Prophylaxis (1110, 1120) Fluoride (1203) – dependent children only Labs and Other Tests	
Module 2 – 100% Basic Services Subject to deductible	Simple Restorations (2110-2387) Simple Extractions (7110-7130) Surgical Extractions (7210) Perio Prophylaxis (4910) Perio Scaling & Root Planing (4341) Pulp Caps & Non Surgical Endo (3110-3240, 3351-3353) Palliative Treatment (9110) Denture, Crown & Bridge Repair (2910-2920, 2980, 5410-5761, 6930, 6980) Anesthesia & Other Miscellaneous (9000 series)	 2 per calendar year 1 every 24 months Relines, rebases 1 per 36 months
Module 3 – 80% Major Services Subject to deductible	Dentures (5110-5281, 5810-5821, 5860-5861) Inlays & Crowns (2410-2810, 2930-2970) Impactions & Oral Surgery (7220-7971) Perio – Soft Tissue & Osseous Surgery (4210-4321, 4381, 4920) Endodontics – Surgical (3310-3348, 3410-3920)	1 every 5 years 1 every 5 years 1 every 36 months
Ortho – 50% (Dependent children only) No deductible	Orthodontic Diagnostic (Workup) Appliance Therapy	 Covers 24 months active treatment.
Maximums	Annual $1,200	Ortho $1,000 (lifetime)
Deductibles	$50 annual per individual (not applicable P&D)	

Ortho and calendar year maximums are separate

Retiree Plan #2

Classification	Procedures	Limitations (if applicable)
Module 1 – 100% Preventive & Diagnostic Services No deductible	Examinations Bitewing X-rays Other X-rays Prophylaxis (1110, 1120) Fluoride (1203) – dependent children only Labs and Other Tests	
Module 2 – 100% Basic Services Subject to deductible	Simple Restorations (2110-2387) Simple Extractions (7110-7130) Surgical Extractions (7210) Perio Prophylaxis (4910) Perio Scaling & Root Planing (4341) Pulp Caps & Non Surgical Endo (3110-3240, 3351-3353) Palliative Treatment (9110) Denture, Crown & Bridge Repair (2910-2920, 2980, 5410-5761, 6930, 6980) Anesthesia & Other Miscellaneous (9000 series)	 2 per calendar year 1 every 24 months Relines, rebases 1 per 36 months
Module 3 – 50% Major Services Subject to deductible	Dentures (5110-5281, 5810-5821, 5860-5861) Inlays & Crowns (2410-2810, 2930-2970) Impactions & Oral Surgery (7220-7971) Perio – Soft Tissue & Osseous Surgery (4210-4321, 4381, 4920) Endodontics – Surgical (3310-3348, 3410-3920)	1 every 5 years 1 every 5 years 1 every 36 months
Ortho – 50% (Dependent children only) No deductible	Orthodontic Diagnostic (Workup) Appliance Therapy	 Covers 24 months active treatment.
Maximums	Annual $1,200	Ortho $1,000 (lifetime)
Deductibles	$50 annual per individual (not applicable P&D)	

Ortho and calendar year maximums are separate

Retiree Plan #3

Classification	Procedures	Limitations (if applicable)
Module 1 – 100% Preventive & Diagnostic Services No deductible	Examinations Bitewing X-rays Other X-rays Prophylaxis (1110, 1120) Fluoride (1203) – dependent children only Labs and Other Tests	
Module 2 – 50% Basic Services No deductible	Simple Restorations (2110-2387) Simple Extractions (7110-7130) Surgical Extractions (7210) Perio Prophylaxis (4910) Perio Scaling & Root Planing (4341) Pulp Caps & Non Surgical Endo (3110-3240, 3351-3353) Palliative Treatment (9110) Denture, Crown & Bridge Repair (2910-2920, 2980, 5410-5761, 6930, 6980) Anesthesia & Other Miscellaneous (9000 series)	 2 per calendar year 1 every 24 months Relines, rebases 1 per 36 months
Module 3 – 25% Major Services No deductible	Dentures (5110-5281, 5810-5821, 5860-5861) Inlays & Crowns (2410-2810, 2930-2970) Impactions & Oral Surgery (7220-7971) Perio – Soft Tissue & Osseous Surgery (4210-4321, 4381, 4920) Endodontics – Surgical (3310-3348, 3410-3920)	1 every 5 years 1 every 5 years 1 every 36 months
Ortho – 50% (Dependent children only) No deductible	Orthodontic Diagnostic (Workup) Appliance Therapy	Covers 24 months active treatment.
Maximums	Annual $1,200	Ortho $1,000 (lifetime)
Deductibles	$50 annual per individual (not applicable P&D)	

Ortho and calendar year maximums are separate

2) **Detail variance(s) from the Program proposed for active employees and explain rationale;**

By moving the Retiree program from the Spectrum network to our Preferred network, the Retiree plan moves much closer in design and benefits to the plan in place with GHI as the Core plan for active employees. In and out of network benefits will be based on the same fee schedule.

The proposed Retiree plans will differ from the Core plan in the following ways:

Orthodontics	**Core Plan**	**Retiree Plan**
Lifetime Maximum (dependent children)	$1,998	$1,000
Benefits Available	20 months	24 months

Rationale: The decrease in the lifetime maximum reflects the fact that retirees will, to a very large extent, have far fewer dependent children who require orthodontic care. Thus, the orthodontic benefit will not be a major factor in the decision to select the program on a voluntary basis. The 24-month treatment time more closely reflects treatment patterns for comprehensive orthodontic treatment.

In-Network Care	**Core Plan**	**Retiree Plan**
Co-insurance	None	100%-80%-50% sliding scale

Rationale: This element of the design is meant to reduce the premium cost to the retiree, who is purchasing the coverage on a voluntary basis. Some level of cost sharing also promotes more communication between the patient and dentist as to treatment plans and cost. The cost sharing on the part of the patient increases as the services increase in cost.

	Core Plan	**Retiree Plan**
Annual Maximum	Ranges from $1,200 to $1,800	$1,200

Rationale: The lower maximum decreases the adverse selection risk involved with plans offered on a fully voluntary basis.

	Core Plan	**Retiree Plan**
Orthodontic Maximum	Part of annual maximum	Calculated separately

Rationale: With this approach, the patient's ability to receive affordable preventive and restorative care will not be affected by the need for orthodontic treatment. In the Core plan, annual benefits available can be diminished by orthodontic payments during the same calendar year.

3) **Provide a sample Schedule of Allowances for the Retiree Plan;**

The requested Schedule of Allowances appears as **Exhibit J** in the **Exhibits Section** of this proposal.

4) **Describe retiree dental plans that you have administered for other clients.**

Retiree Plans are available at GHI. Benefit Plan designs are based on group requirements and administered according to specifications. Currently, NYS retirees can opt for a flexible benefit plan directly with GHI or through a contracted broker.

In general, GHI offers retiree groups standard benefit options that allow the group to choose the benefit variables which best match their benefit and budget goals.

5) **In the same format as the table in Section III.C.1.b, provide a table that identifies all key professional personnel and person(s) to be responsible for implementation of the Retiree Dental Program, should the DCS chose to implement such a program, and the percentage of time each shall be dedicated to the Retiree Dental Program implementation and ongoing operations**

From a service and operational viewpoint, GHI plans to treat the State Dental Program as an integrated dental benefits plan with three components:

- Core plan for active enrollees
- Enhanced plan for active enrollees
- Retiree plan

In our experience, this approach simplifies matters for enrollees and benefit managers, offering continuity and one point of contact whenever they need questions or need assistance.

In line with this philosophy, the GHI administrative and operational professionals depicted in the table below will be responsible for implementation and ongoing operations of all three Program components, including the retiree dental plan.

GHI: KEY PERSONNEL ASSIGNED TO THE STATE DENTAL PROGRAM			
Individual	**Role**	**% Dedicated During Implementation**	**% Dedicated During Ongoing Operations**
Account Administration			
Donna Lynne	Chief Operating Officer	5%	2%
John Baackes	Corporate Officer responsible for New York State Programs	10%	5%
Erhard Krause	Upstate officer responsible for New York State Programs	30%	10%
Patricia Kennah	Account Executive, New York State Programs	50%	50%
Jim Kenney	Manager, Marketing Administration & Sales Support	20%	20%
Operations			
Marilyn DeQuatro	Corporate Officer, Customer Service/Account Services	10%	5%
Howard Greenberg	Corporate Officer responsible for Claims Processing	10%	5%
Jose Diaz	Corporate Officer responsible for Membership	10%	5%
James Condit	Vice President, Underwriting	10%	5%
Michael Perna	Vice President, Customer Service	10%	5%
Richard Ullman	Vice President, Actuary	20%	5%
John Rice	Director, Dental Product Development and Management	75%	30%
David Morin	Senior Director, Customer Service	35%	20%
TBD	Manager, Dental Dedicated Customer Service Center	100%	100%
TBD	Quality Assurance Specialist	100%	100%
Chester Moskal	Vice President, Claims Processing and Mail Operations	10%	5%
Roberta Potter	Director, Claims Processing and Mail Operations	75%	50%
Nancy Kraus	Director, Provider Relations	75%	20%
Caryn Hackney	Director, Membership	100%	100%
Ray Tse	Director, Underwriting	50%	20%
Richard Tanner	Director, MIS (oversees system improvements)	25%	5%

6) **Exhibit III.C shows the distribution of Program Enrollees by county in New York State. Complete the chart in Exhibit V.A. 3 by entering the number of Participating Providers your network will have in each county at the time you submit your proposal and how many providers you intend to have by the implementation date.**

The requested chart appears as **Exhibit K** in the **Exhibits Section** of this proposal. As stated earlier, due to the modest fee schedules, GHI does not anticipate meaningful growth to the Preferred network. However, the Preferred network does represent a significant access upgrade for State retirees.

7) **Exhibit III.C also shows other states in which Retiree Dental Program Enrollees reside. Describe the Participating Provider Network that you have in place, or will implement by January 1, 2001, to service Enrollees in the following states: Florida, New Jersey, North Carolina and Pennsylvania.**

GHI's Participating Provider Network for the proposed retiree dental plan includes the following number of practitioners:

Florida [redacted]
New Jersey [redacted]
North Carolina [redacted]
Pennsylvania [redacted]
Connecticut [redacted]
Massachusetts [redacted]

13. OPTIONAL ENHANCED DENTAL PROGRAM

1) **Describe the Optional Enhanced Plan that you propose for active Enrollees and their Dependents. Include proposed covered and non-covered services, benefit limitations, opt-in provisions, annual deductible, yearly maximum, Schedule of Allowances, if applicable, and any other benefit designs that vary from the core Dental Program that you proposed.**

As noted earlier, a major business initiative at GHI for year 2000 is the introduction of a new fee schedule and development of a new GHI network. This network will feature an average discount of approximately [redacted] off of average charges statewide, based upon HIAA data. This network will be separate and distinct from our current Preferred network.

GHI is proposing four separate Enhanced plan designs for the State's review and consideration. Three of these plan designs utilize the new GHI network to be in place by 1/1/01. The fourth utilizes our current Preferred network with an 8%

increase to the current fee schedule and 4% increases in years three and five.

GHI will work with the State to select, implement, and administer the Optional Enhanced Plan which best meets the State's goals and objectives.

Highlights and detailed descriptions of each proposed plan design appear on the following pages.

Enhanced Plan Design #1

Highlights

Network: New, larger Enhanced Network

Reimbursement:

- preventive and diagnostic and most basic services at 100% in-network
  Rationale: essentially duplicate as closely as possible the in-network Core plan currently in place
- high-cost services payable at 50% co-insurance in-network
  Rationale: reduce plan costs and introduce a level of cost sharing on the part of the patient for in-network services.
- other significant enhancements over the Core Plan include the addition of sealant coverage, an increase in the annual maximum, and enhanced orthodontic coverage

Out-of-Network Services

- paid at a slightly lower dollar amount level than in-network
- patient subject to the dentist's full fee for services
  Rationale: This represents a significant increase in reimbursement for out-of-network services over the Core plan. However, the out-of-network reimbursement level (set at a slight reduction of the in-network fee schedule) and the balance billing available to out-of-network dentists provides incentive for patients to seek in-network care.

Target Audience: The in and out-of-network reimbursement levels should make this plan particularly attractive to employees who:

a) currently see a dentist who is not in the Preferred network but is in the new network
b) are able to select a conveniently-located network dentist who is not in the Preferred network
c) desire access to more comprehensive benefits through a larger network
d) have a positive relationship with their non-network dentist and are unwilling to switch dentists
e) live in a region with limited access to network providers.

Full details of Plan Design #1 appear on the following page.

State Enhanced Plan #1

Classification	Procedures	Limitations (if applicable)
Module 1 – 100% Preventive & Diagnostic Services No deductible	Examinations Bitewing X-rays Other X-rays Prophylaxis (1110, 1120) Fluoride (1203) Space Maintainers (1510-1550) Labs and Other Tests	
Module 2 – 100% Basic Services Subject to deductible	Simple Restorations (2110-2387) Simple Extractions (7110-7130) Surgical Extractions (7210) Perio Prophylaxis (4910) Perio Scaling & Root Planing (4341) Pulp Caps & Non Surgical Endo (3110-3240, 3351-3353) Sealants Palliative Treatment (9110) Denture, Crown & Bridge Repair (2910-2920, 2980, 5410-5761, 6930, 6980) Anesthesia & Other Miscellaneous (9000 series)	 2 per calendar year 1 every 24 months 1 per lifetime, virgin molars, ages 6-14 Relines, rebases 1 per 36 months
Module 3 – 50% Major Services Subject to deductible	Dentures (5110-5281, 5810-5821, 5860-5861) Inlays & Crowns (2410-2810, 2930-2970) Impactions & Oral Surgery (7220-7971) Perio – Soft Tissue & Osseous Surgery (4210-4321, 4381, 4920) Endodontics – Surgical (3310-3348, 3410-3920)	1 every 5 years 1 every 5 years 1 every 36 months
Ortho – 80% No deductible	Orthodontic Diagnostic (Workup) Appliance Therapy	Covers 24 months active treatment.
Maximums	Annual $2,250	Ortho $2,500 (lifetime)
Deductibles	$25 / $75 annual (not applicable P&D)	

*Lifetime ortho max and calendar year max are separate.

Enhanced Plan Design #2

Highlights

Same as Plan Design #1, except as stipulated below

Differences: Features 100% reimbursement for all covered in-network services, with no deductible. Out-of-network reimbursement levels remain slightly lower than in-network for Modules 1 and 2, and drop to 50% of the out-of-network schedule for Module 3 and orthodontics.
Rationale: Mirrors the same 100% in-network coverage as featured in the Core plan, delivered through a larger network of providers. Out-of-network reimbursement levels provide additional incentive to seek in-network care, particularly for high-cost procedures. Plan costs are also controlled by the reduction in out-of-network reimbursement levels for services identified in Module 3.

Target Audience: The same type of employees who would express interest in design #1. However, the premium will be higher due to the 100% reimbursement for **all** covered services received in-network.

Complete details of Plan Design #2 appear on the next page.

State Enhanced Plan #2

Classification	Procedures	Limitations (if applicable)
Module 1 – 100% Preventive & Diagnostic Services No deductible	Examinations Bitewing X-rays Other X-rays Prophylaxis (1110, 1120) Fluoride (1203) Space Maintainers (1510-1550) Labs and Other Tests	
Module 2 – 100% Basic Services No deductible	Simple Restorations (2110-2387) Simple Extractions (7110-7130) Surgical Extractions (7210) Perio Prophylaxis (4910) Perio Scaling & Root Planing (4341) Pulp Caps & Non Surgical Endo (3110-3240, 3351-3353) Sealants Palliative Treatment (9110) Denture, Crown & Bridge Repair (2910-2920, 2980, 5410-5761, 6930, 6980) Anesthesia & Other Miscellaneous (9000 series)	2 per calendar year 1 every 24 months 1 per lifetime, virgin molars, ages 6-14 Relines, rebases 1 per 36 months
Module 3 – 100% in network 50% out of network Major Services No deductible	Dentures (5110-5281, 5810-5821, 5860-5861) Inlays & Crowns (2410-2810, 2930-2970) Impactions & Oral Surgery (7220-7971) Perio – Soft Tissue & Osseous Surgery (4210-4321, 4381, 4920) Endodontics – Surgical (3310-3348, 3410-3920)	1 every 5 years 1 every 5 years 1 every 36 months
Ortho – 100% in network 50% out of network No deductible	Orthodontic Diagnostic (Workup) Appliance Therapy	Covers 24 months active treatment.
Maximums	Annual $2,250	Ortho $2,500 (lifetime)

*Lifetime ortho max and calendar year max are separate.

Enhanced Plan Design #3

Highlights

Same as Plan Design #1, except as stipulated below

Difference: 80% (*Module 2*) and 50% (*Module 3*) reimbursement levels for in-network services outside of the preventive and diagnostic category.
Rationale: This type of enrollee cost sharing, often seen in point-of-service PPO offerings, helps to control plan costs while allowing the plan to offer broader coverage.

Target Audience: The same type of employees who would express interest in design #1. However, premium will be lower than Enhanced Plan Designs 1 and 2 due to the 80% reimbursement level for basic services and 50% reimbursement for major services.

Complete details of Plan Design #3 appear on the next page.

State Enhanced Plan #3

Classification	Procedures	Limitations (if applicable)
Module 1 – 100% Preventive & Diagnostic Services No deductible	Examinations Bitewing X-rays Other X-rays Prophylaxis (1110, 1120) Fluoride (1203) Space Maintainers (1510-1550) Labs and Other Tests	
Module 2 – 80% Basic Services Subject to deductible	Simple Restorations (2110-2387) Simple Extractions (7110-7130) Surgical Extractions (7210) Perio Prophylaxis (4910) Perio Scaling & Root Planing (4341) Pulp Caps & Non Surgical Endo (3110-3240, 3351-3353) Sealants Palliative Treatment (9110) Denture, Crown & Bridge Repair (2910-2920, 2980, 5410-5761, 6930, 6980) Anesthesia & Other Miscellaneous (9000 series)	 2 per calendar year 1 every 24 months 1 per lifetime, virgin molars, ages 6-14 Relines, rebases 1 per 36 months
Module 3 – 50% Major Services Subject to deductible	Dentures (5110-5281, 5810-5821, 5860-5861) Inlays & Crowns (2410-2810, 2930-2970) Impactions & Oral Surgery (7220-7971) Perio – Soft Tissue & Osseous Surgery (4210-4321, 4381, 4920) Endodontics – Surgical (3310-3348, 3410-3920)	1 every 5 years 1 every 5 years 1 every 36 months
Ortho – 80% No deductible	Orthodontic Diagnostic (Workup) Appliance Therapy	 Covers 24 months active treatment.
Maximums	Annual $2,250	Ortho $2,500 (lifetime)
Deductibles	$25 / $75 annual (not applicable P&D)	

*Lifetime ortho max and calendar year max are separate.

Enhanced Plan Design #4

Highlights

Network: Preferred network, with 8% increase over current fee schedule allowances in first year and 4% increases in years 3 and 5.

Reimbursement:

- all in-network covered services reimbursed at 100%
  Rationale: provides for the same 100% in-network coverage for all services State enrollees already enjoy
- As with the other Plan Designes, other significant enhancements over the Core Plan include the addition of sealant coverage, a higher annual maximum, and enhanced orthodontic coverage

Out-of-Network Services

- Out-of-network claims will be reimbursed at the same level as in-network
  Rationale: Continues current Core plan method of strongly encouraging covered members to seek in-network care. This approach reduces plan costs while encouraging network usage.

Target Audience: Enrollees who currently receive, or anticipate receiving, care in-network.

Plan Design #4 appears on the next page.

State Enhanced Plan #4
Uses current Preferred network

Classification	Procedures	Limitations (if applicable)
Module 1 – 100% Preventive & Diagnostic Services No deductible	Examinations Bitewing X-rays Other X-rays Prophylaxis (1110, 1120) Fluoride (1203) Space Maintainers (1510-1550) Labs and Other Tests	
Module 2 – 100% Basic Services Subject to deductible	Simple Restorations (2110-2387) Simple Extractions (7110-7130) Surgical Extractions (7210) Perio Prophylaxis (4910) Perio Scaling & Root Planing (4341) Pulp Caps & Non Surgical Endo (3110-3240, 3351-3353) Sealants Palliative Treatment (9110) Denture, Crown & Bridge Repair (2910-2920, 2980, 5410-5761, 6930, 6980) Anesthesia & Other Miscellaneous (9000 series)	 2 per calendar year 1 every 24 months 1 per lifetime, virgin molars, ages 6-14 Relines, rebases 1 per 36 months
Module 3 – 100% Major Services Subject to deductible	Dentures (5110-5281, 5810-5821, 5860-5861) Inlays & Crowns (2410-2810, 2930-2970) Impactions & Oral Surgery (7220-7971) Perio – Soft Tissue & Osseous Surgery (4210-4321, 4381, 4920) Endodontics – Surgical (3310-3348, 3410-3920)	1 every 5 years 1 every 5 years 1 every 36 months
Ortho – 80% No deductible	Orthodontic Diagnostic (Workup) Appliance Therapy	Covers 24 months active treatment.
Maximums	Annual $2,250	Ortho $2,500 (lifetime)
Deductibles	$25 / $75 annual (not applicable P&D)	

*Lifetime ortho max and calendar year max are separate.

2) **In the same format as the table in Section III.C.1.b, provide a table that identifies all key professional personnel and person(s) to be responsible for the implementation of the Optional Enhanced Dental Program, should the DCS choose to implement such a program, and the percentage of time each shall be dedicated to the Optional Enhanced Dental Program implementation and ongoing operations.**

From a service and operational viewpoint, GHI plans to treat the State Dental Program as an integrated dental benefits plan with three components:

- Core plan for active enrollees
- Enhanced plan for active enrollees
- Retiree plan

In our experience, this approach simplifies matters for enrollees and benefit managers, offering continuity and one point of contact whenever they need questions or need assistance.

In line with this philosophy, the GHI administrative and operational professionals depicted in the table below will be responsible for implementation and ongoing operations of all three program components, including the retiree dental plan.

GHI: KEY PERSONNEL ASSIGNED TO THE STATE DENTAL PROGRAM			
Individual	**Role**	**% Dedicated During Implementation**	**% Dedicated During Ongoing Operations**
Account Administration			
Donna Lynne	Chief Operating Officer	5%	2%
John Baackes	Corporate Officer responsible for New York State Programs	10%	5%
Erhard Krause	Upstate officer responsible for New York State Programs	30%	10%
Patricia Kennah	Account Executive, New York State Programs	50%	50%
Jim Kenney	Manager, Marketing Administration & Sales Support	20%	20%
Operations			
Marilyn DeQuatro	Corporate Officer, Customer Service/Account Services	10%	5%
Howard Greenberg	Corporate Officer responsible for Claims Processing	10%	5%
Jose Diaz	Corporate Officer responsible for Membership	10%	5%
James Condit	Vice President, Underwriting	10%	5%
Michael Perna	Vice President, Customer Service	10%	5%
Richard Ullman	Vice President, Actuary	20%	5%
John Rice	Director, Dental Product Development and Management	75%	30%
David Morin	Senior Director, Customer Service	35%	20%
TBD	Manager, Dental Dedicated Customer Service Center	100%	100%
TBD	Quality Assurance Specialist	100%	100%
Chester Moskal	Vice President, Claims Processing and Mail Operations	10%	5%
Roberta Potter	Director, Claims Processing and Mail Operations	75%	50%
Nancy Kraus	Director, Provider Relations	75%	20%
Caryn Hackney	Director, Membership	100%	100%
Ray Tse	Director, Underwriting	50%	20%
Richard Tanner	Director, MIS (oversees system improvements)	25%	5%

3) **Describe your experience in administering Optional Enhanced Dental Programs for other clients.**

Optional Enhanced Plans are available at GHI. Benefit designs for such plans are based on group requirements and administered according to specifications.

GHI currently uses two separate methods for administering enhanced plans:

- **Supplemental Method**. For plans using this approach, standard benefits are processed under a core plan of benefits. Any balances that remain after core benefits are considered are subsequently covered by the enhanced plan up to an annual maximum as determined by the group. Where enrollees have this kind of supplemental coverage, the FASTRAK system handles this entire process seamlessly, so that the entire benefit application process remains transparent to the member.
- **Separate Coverages Method**. With this approach, a group selects two or more separate benefit plans for their members. Within the group, each enrollee chooses the coverage most appropriate to their budget and treatment needs. Each plan is then administered independently, and claims adjudication becomes primarily a single function rather than the sequential process that is applied in design (1) above.

4) **Exhibit III.C shows the distribution of Program Enrollees by county in New York State. Complete the chart in Exhibit V.A. 2 by entering the number of Participating Providers your Optional Enhanced Program network will have in each county at the time you submit your proposal and how many providers you intend to have by the implementation date.**

The requested chart appears as **Exhibit L** in the **Exhibits Section** of this proposal.

The chart describes the current Preferred network, which will be the network if the State selects Enhanced Plan #3 or Enhanced Plan #4.

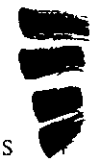
Should the State select Enhanced Plan #1 or Enhanced Plan #2, this plan will be supported by a new, Enhanced network with higher fee schedules. This Enhanced network is targeted to include approximately [redacted] dentists by January 1, 2001. However, no county-by-county breakdown of this network is available at this time, as this network will be recruited during the second half of 2000. GHI does anticipate targeting high-dollar, high-volume dentists based on State utilization during the solicitation process for the Enhanced network.

5) **Exhibit III.C also shows other states in which Dental Program Enrollees**

reside. Describe the Participating Provider Network that you have in place, or will implement by January 1, 2001, to service Enrollees in the following states: New Jersey, Pennsylvania, Connecticut and Massachusetts.

GHI's Participating Provider Network for Enhanced Plan #3 and Enhanced Plan #4 is based on our Preferred Network, which currently includes the following:

New Jersey
Pennsylvania
Connecticut
Massachusetts



As part of our business plan to develop our new Enhanced Network, which will support Enhanced Plan #1 or Enhanced Plan #2, GHI is evaluating other vendors with networks in these border states. Whether GHI ultimately leases a network or develops our own in these areas, GHI will conduct mail solicitations to targeted (high-volume or high-dollar) dentists in the three-digit ZIP codes of Vermont, Pennsylvania, New Jersey, Connecticut and Massachusetts that border New York State.

14. INNOVATIONS

Provide a complete description of any innovations, modifications, or alternate approaches to this program which you believe would enhance the quality of care provided to the State's Enrollees and/or improve the cost effectiveness of the current program, including:

a. **How the proposed innovation, modification or alternate approach would improve quality of care;**

b. **An explanation of how the proposed innovation, modification or alternate approach would improve the cost effectiveness of the Program; and**

c. **A description of your experience in administering the proposed innovation, modification or alternate approach for other similar clients.**

GHI welcomes the opportunity to partner with the State in innovations which will upgrade the State's Dental Program. As our track record with the State and other government agencies shows, GHI's consistently stands ready to support the strategic goals established by our customers with innovations which achieve these goals cost-effectively.

Furthermore, GHI's corporate strategy currently calls for a series of focused refinements designed to increase the value and marketability of our dental

products. In 1999, GHI made a corporate commitment to restructure GHI's Dental product line within three years. The goal is to make our dental portfolio an attractive long-term product offering to a wider base of customers and prospects through:

- updated benefits design, including increased provider allowances
- enhanced provider network, including targeted geographic and specialty increases
- re-engineered service and operational infrastructure
- systems modifications to support claims processing and customer service and reduce administrative expenses

This corporate initiative is well underway and on target for a new plan rollout in 2001. To coordinate the effort, GHI has hired John Rice to serve as Director, Dental Product Development and Management. Mr. Rice's experience includes more than 13 years in customer service, marketing, and provider network development for a number of prestigious dental insurers.

Thus, the timing is right. GHI welcomes the opportunity to pioneer the innovations described in the RFP. Our proposal supports the State's goals with innovations in virtually every key performance area identified in the RFP, all based on solid experience:

- **Participating Provider Panel** –Despite the relatively modest fee schedules offered under the previous State plan, which have not increased since 1993, GHI has recruited and retained an effective network (the Preferred network) which currently stands at [redacted] dental locations, up from [redacted] 1995. Under the new Program, this network will be available to all participants in the Core plan and the Retiree plan. For enrollees who previously had Spectrum coverage, this nearly doubles their access to network dentists.

  For the new, enhanced plan, GHI anticipates recruiting between 1,000 and [redacted] additional providers by early 2001, most targeted geographically and by specialty. This corporate initiative, already planned to support the expansion of our dental product line, will offer State enrollees improved access to general and specialty care, as well as increased benefits under the enhanced plan.

- **Enrollment Maintenance** – GHI has already demonstrated our mastery in handling enrollment transactions in EDI format. This was one reason GHI was selected last year to handle ID Card production for Empire Plan enrollees. With this proposal, GHI is fully prepared to handle all enrollment for the new Dental Program via EDI.

- **Claims Processing** -- GHI's FASTRAK Dental claims processing system, installed in 1994, already incorporates a comprehensive yet highly targeted set of system edits. This system has helped to keep the State's dental coverage

extraordinarily cost-effective while expediting processing, finalizing over 85% of all dental claims on first pass. The system has also fueled COB collections which well exceed industry standards.

As part of our strategic dental product initiative and corporate commitment to cost-effective technological innovation, GHI will implement a number of significant upgrades to FASTRAK and its supporting systems within the next few years. Each of these will improve performance and/or reduce processing costs for the State during the new contract period:

- ***Updated procedure codes*** – By basing claim submissions on the recently introduced CDT-3 coding schedule, GHI will further expedite claims processing, encourage electronic claims submission, and facilitate claim audits
- ***Additional system-based edits*** – additional system edits will support the new coding system, and further reduce the number of claims requiring manual handling
- ***Electronic Medical Claim Submission (EMC)*** – GHI has achieved an exceptional 51% EMC rate on medical claims and 70% on hospital claims. Based on the marketing and technical approach piloted on these lines of business, and facilitated by the new dental coding, GHI expects to increase our dental claims EMC percentage substantially over the current 10% level during the course of the State contract.
- ***Upfront claim scanning software*** – New claim scanning software for paper dental claims will be targeted for implementation after the software is piloted on medical and Medicare claims this year.

- **Customer Service** -- GHI is committed to world-class customer service for the State, and indeed for all our dental customers. Recognizing the size and unique features of the State's new Dental Program, GHI will establish a Dedicated Dental Customer Service Center (DDCSC) in Albany to handle all telephone, written, and local walk-in inquiries for the State program.

  The DDCSC will feature the following service innovations:

  - Locally-based Manager with substantial customer service experience, specifically trained in the features of the State program
  - Approximately ten locally-based professional service representatives, highly trained, closely monitored, and available to providers and enrollees from 8 AM through 5 PM each business day either on a walk-in basis or via GHI's Dental AnswerLine.
  - Broad authority for DDCSC staff to handle virtually all inquiries on initial contact, including membership and claims adjustments

- State-of-the-art technology to support DDCSC staff, including on-line access to all files (claim history, membership, payment information, inquiry information) and benefits for each contract.
- On-line automated inventory control system to ensure that all inquiries are tracked aggressively through to resolution

To maintain continuity, State enrollees will be able to access the DDCSC through GHI's Dental AnswerLine, available toll-free 24 hours a day, 7 days a week. This automated response system will automatically provide instant answers to routine inquiries, as it does today. In this way, too, enrollees will be able to contact GHI for assistance using the telephone number they already know. An option will be added to the menu which allows State enrollees to directly contact the DDCSC and speak to a representative during business hours, or leave a message after business hours.

The GHI Dedicated Dental Customer Service Center in Albany will offer providers and enrollees alike the responsive service which the State has targeted as a high priority in the RFP. Through this new service structure, GHI fully expects to meet or exceed the aggressive customer service performance standards specified in the RFP.

- **Quality Assurance** – Quality Assurance staff located within the Albany DDCSC will support the State's goal of expanding benefits for State enrollees without compromising cost-effectiveness. QA staff assigned to the State program will utilize internal and external QA tools which have been used successfully for other GHI accounts, including:
  - ***Fraud and Abuse detection*** – Quality Assurance staff will work closely with GHI's Special Programs Investigation Unit (SPIU), which is responsible for investigating all allegations of suspected fraud. In addition to acting on external information from government agencies, consumers, GHI's Fraud Hotline, and other sources, SPIU performs post-payment reviews of providers' patterns of practice in conjunction with investigations, which may include provider site visits. Depending on the results of the investigation, GHI may take corrective action, ranging from a discussion with the provider up to terminating the provider from the network and/or a referral to the State Insurance Department Fraud Bureau or other appropriate outside agencies.
  - ***Dental Profiling*** – Stated simply, dental provider profiling compares the performance of each individual provider with the performance of that provider's peer group based on a number of key clinical and cost indicators. GHI will use this powerful peer comparison tool to more

closely monitor and influence Participating Provider practice patterns under the new program.

GHI uses a customized version of a commercially-available software system as the engine of our profiling process, which enables GHI to:

- understand provider practice patterns
- establish "standards of care" based on the overall performance of GHI's provider network
- identify and target providers with inconsistent practice patterns for re-education or dismissal from the network
- identify providers with highly consistent practice patterns for inclusion in future benefit initiatives
- Initially, the system establishes peer groups based primarily on specialty and geography. Subsequently, peer groups can be refined or regrouped to further analyze practice patterns, to eliminate or target specific procedures or diseases, or to eliminate specific providers.

➢ ***Credentialing and Re-Credentialing*** – enabled by the introduction of a new fee schedule, GHI will strengthen our existing credentialing procedures and add a bi-annual re-credentialing schedule to ensure that network providers meet high practice standards.

- **Consulting Services** – GHI has incorporated two specific mechanisms into the proposal to facilitate consulting under the new Program:

  ➢ **Dental Advisory Council** – With the advent of the new program, GHI will establish a Dental Advisory Council, designed to proactively shape future dental programs for GHI customers and ensure that all stakeholders remain satisfied with current programs. John Rice, GHI's recently hired Director, Dental Product Development and Management will head this Council. The Council will at a minimum include representation from GHI's providers, customers, dental consultants, and operational personnel. We invite the State, as a lead user of our dental plans, to take a primary role in the deliberations of the Council.

  ➢ **Consulting Team** -- GHI will establish a special State Dental Consulting Team to help maximize the success of the new State Dental Program. Headed jointly by Patricia Kennah, Account Executive, and John Rice, GHI's Director of Dental Product Development, this multidisciplinary team will include the Manager of the new Dental Dedicated Customer Service Center as well as claims, membership, underwriting, benefits management, and marketing professionals. The Team will analyze the strengths and opportunities of the State's current program and formulate

recommendations. In addition to representatives from the areas indicated above, the team will include these uniquely qualified individuals:

- **Dr. Robert Gianadda** – a practicing dentist for over 30 years, Dr. Gianadda is a member of GHI's dental consulting staff who has provided valuable insight into State dental plan issues on a number of occasions. He was responsible for clarifying and documenting the State's policy on anesthesia reimbursement, and has been instrumental in the decision to convert to CDT-3 coding. His unique perspective as both a practicing dentist and claims consultant will be invaluable to the team. In this role, he will be supported by other GHI professional dental consultants, including Dr. Thomas McClelland and Dr. Hyman Israel.
- **Jonathan Benn** – As the Business Manager of GHI's Family Dental Practice in Albany, Mr. Benn is both a GHI employee charged with operating a cost-effective dental practice at two Albany locations on behalf of the company, and the manager of a GHI Participating Dental Practice. For this reason, Mr. Benn brings a unique dual perspective and insight to the consulting team.
- **Jeff Goodwin** – Mr. Goodwin, Director of Governmental Relations, works within GHI's Legal Department. He is specifically charged with maintaining liaison with government agencies and alerting GHI and our customers of legislative developments which could affect plan designs or operations.

This RFP response reflects the initial results of the Consulting Team's thinking. This Consulting Team will continue to work with the State and its unions to develop appropriate recommendations and goals for short-term and long-term refinements and improvements. These recommendations will be based on our analysis of the program, our discussions with the State, and our knowledge of local and national health benefit trends, including successful initiatives undertaken in partnership with other GHI accounts.

As this brief description shows, GHI is acting aggressively on our corporate commitment to upgrade our dental products. Virtually all the improvements cited offer the State significant gains in precisely the areas targeted for improvement in the RFP.

Truly, no carrier offers the State GHI's winning combination: a willingness and ability to innovate, based on a proven foundation of successful experience in meeting the State's twin goals of cost-effectiveness and service to enrollees.

Previous Experience/Exposure

GHI is uniquely qualified to take on all responsibilities of financial guarantor as required by this RFP. As the only New York State Article 43 company operating statewide, GHI has 60 years experience underwriting health care coverage for corporate and collectively bargained groups of all sizes. GHI's current enrollment of nearly 3 million subscribers is the highest in our history. Fully reserved at the required statutory level, GHI's revenues for 1999 were $1.48 billion.

GHI offers the State special expertise in risk management for union and non-union segments of public sector clients. We currently insure:

- approximately 291,000 employees, retirees, and covered dependents through the New York State Dental Plan
- approximately 700,000 employees, retirees, and covered dependents belonging to the New York City Employees Health Benefits Program – more than two-thirds of all eligible individuals
- approximately 115, 000 employees and annuitants and their eligible depndents covered under the Federal Employees Health Benefits Program (FEHBP), located primarily throughout New York State

As a preeminent insurer of collectively-bargained groups, GHI has cultivated a highly skilled Account Management Team expert at detecting, analyzing, and resolving the administrative and financial issues than can typically arise with this highly specialized customer segment. A specific segment of this Team has served the State during the past 30 years.

As the Plan's financial administrator, GHI will ensure the timely creation and release of comprehensive analytical administrative data essential to track effective Plan operation.

GHI stands behind all financial and operations commitments put forth in this proposal, and agrees to assume all the duties and responsibilities specified in Section III.C of the RFP. To support these commitments, GHI has agreed to voluntarily proposed stringent performance guarantees enforceable by liberal financial penalties for virtually every quantifiable criterion of program performance.

Subcontractors

GHI proposes to subcontract with National Research Corporation (NCR), a recognized leader in healthcare performance measurement. They perform specialized or general surveys for clients nationally. NRC is under contract with GHI to perform quarterly survey services for members of various accounts including the New York State Dental Program.

References

The following is a list of current GHI clients of similar size and plan characteristics.

Client	Contact	Address
County of Erie	Mr. Leonard R. Lenihan Commissioner of Personnel (716) 858-8460	95 Franklin Street Buffalo, NY 14202
Onondaga County Healthcare Coalition	Mr. Frank Forte President of CSEA Local 834 (315) 446-0330	815 Heritage Landing East Syracuse, NY 13057
NYS Unified Court Systems	Ms. Brigid Gambella Benefits Administrator (212) 428 2550	25 Beaver Street New York, NY 10004

The following is a list of former GHI clients of similar size and plan characteristics.

Client	Contact	Address
United Nations	Mr. Thomas Bieler Chief of Insurance Unit (212) 963-5507	United Nations New York, NY 10017
Transport Workers Union NYC Transit Authority, MABSTOA Health Benefit Trust	Ms. Elayne Topel Director (212) 594-7829	519 Eighth Avenue, 8th Fl. New York, NY 10018
City of Rochester Systems	Mr. William Johnson Mayor (716) 428-6282	City Hall 30 Church Street Rochester, NY 14614

NOTE: All of the GHI professionals mentioned in response to question 1b3 of GHI's proposal have served all of the clients mentioned above, except as follows:

- John Baackes, Jim Kenney, and John Rice have served only those organizations listed as Current Clients.
- Patricia Kennah works exclusively on the New York State program. In that capacity, she has been involved only with the New York State Unified Court Systems plan.

Open Litigation

GHI is not presently a defendant in any litigation, the outcome of which may materially affect GHI's ability to perform hereunder. Further, we are not aware of any litigation involving a contract for services similar to those set forth in this RFP.

VENDOR INFORMATION QUESTIONNAIRE

Vendor Name: Group Health Incorporated (GHI)

Principal Place of Business: New York State

Street Address: 441 Ninth Avenue

RR, PO Box, etc.

City, State, ZIP Code New York, NY 10001

Taxpayer ID # [redacted] If NYS Certified: MBE ___ DBE ___ WBE
(Federal Employer and/or S.S. No.) (Check Primary Classification)

New York State Department of State Charities Registration No. None

Are any of the purposes of the organization sectarian (for the advancement of any religion)?

NO X YES _____

(If yes, please state if funds to be received from New York State will be used for a purely secular purpose):

SECTION I. ORGANIZATIONAL INFORMATION

A) **TYPE OF OWNERSHIP** (Check One)

___ **INDIVIDUAL PROPRIETORSHIP** **CITIZENSHIP**:

Residence Address:

____ **PARTNERSHIP** (List all partners holding 10% or greater interest in the partnership. Attach additional sheet if necessary.)

Name	Residence Address	Citizenship

X **CORPORATION TYPE** Article 43 Not-for-profit (e.g., not-for-profit, etc.)

1) Incorporated Under Which State Laws: New York State

Date of Incorporation: Original Incorporation 1939, since amended

2) Authorized Amount of Capital Stock:

COMMON $ Not Applicable NO. SHARES _____

PREFERRED $ Not Applicable NO. SHARES _____

3) If vendor is a foreign corporation, has a certificate of authority been obtained to do business in this State? Not Applicable YES _____ NO _____

B) **STOCKHOLDERS** as of date of filing this form holding 10% or more of outstanding shares. (Attach additional sheets if necessary).

Name & Residence	Citizenship	Shares Common	Shares Preferred	When Acquired
Not Applicable				

C) **OFFICERS** of corporation as of the date of filing this form.

Name & Residence	Title	Citizenship
See attached list of GHI's Officers. All Officers are United States Citizens.		

D) **DIRECTORS** of corporation as of the date of filing this form.

Name & Residence	Citizenship
See attached list of GHI's Board of Directors. All members of the Board of Directors are United States Citizens.	

E) Has the vendor, or any corporation in which it was a principal, ever filed a petition in bankruptcy or been adjudged a bankrupt or made an assignment for the benefit of creditors?

YES _____ NO __X__

If yes, please attach detailed description.

F) All vendors must disclose if they have any current or prior contracts with any New York State Department, agency, board or commission.

YES __X__ NO _____ See Attached Page

If yes, please list the name of the political subdivision of New York State which signed the contract, as well as the contract name and number. Please attach additional pages, if necessary.

G) All vendors must disclose if they have ever been involved in any litigation/lawsuit concerning any of the above New York State contracts or any contracts with any subdivision of local government or a private sector firm in New York State.

YES _____ NO __X__

If yes, please attach a description of the lawsuit and its outcome, if any.

GHI Corporate Officers

James F. Gill, Esq.
Chairman of the Board

Frank J. Branchini
President & Chief Executive Officer

Donna Lynne
Executive Vice President and Chief Operating Officer

William Mastro, Esq.
Corporate Secretary and Senior Vice President General Counsel

Sebastian Alongi
Corporate Treasurer

Senior Vice Presidents

Howard Greenberg
Steven Kessler
William Mastro, Esq.
Thomas A. Nemeth

Vice Presidents

Martin Adelstein
John W. Baackes
James J. Condit
Thomas A. Curtin
Marilyn DeQuatro
Jose R. Diaz
David W. Henderson
Gregory Kaladjian
Judith Kirzner
Erhard V. Krause
Peter Moore
Chester Moskal
Aran Ron, M.D.
Sharon Schmerzler
Richard Ullman

Associate General Counsel

Ted Wilkes, Esq

Assistant Vice Presidents

Elizabeth Casey
Nancy Cottam
Arthur R. Louise
Thomas Pellegrino
Lynne R. Ridgeway
Timothy Smith, Esq.

GHI

BOARD OF DIRECTORS ADDRESS LIST
1999-2000

Frank J. Branchini, President
Group Health Incorporated
441 Ninth Avenue, 8th floor
New York, New York 10001
(212) 615-4236

Ethelyn A. Chase
840 Park Avenue
New York, New York 10021
(212) 879-2229
(212) 879-1806 (Fax)

(Danny) Daniel F. Donohue
President
Civil Service Employees Assn
143 Washington St - Capital State
2nd Floor, Executive Offices
Albany, New York 12210
(518) 434-0191 X250
(518) 436-0398 Fax

(Dean) John Feerick
Fordham University School of Law
140 West 62nd Street, Room 110
New York, New York 10023
(212) 636-6875 (Office)
(212) 636-6958 (Fax)

Jeffrey K. Frerichs, President
Cabrini Medical Center
227 East 19th Street
New York, New York 10003
(212) 995-6156 (Office)
(914) 478-7350 (Home)
(212) 995-6568 (Fax)

James F. Gill, Esq., Chairman
Robinson, Silverman, Pearce, Aronsohn & Berman
1290 Avenue of the Americas
30th floor
New York, New York 10104
(212) 541-2222
(212) 541-4630 (Fax)

Denis M. Hughes, President
New York State AFL-CIO
48 East 21st Street, 12th floor
New York, New York 10010
(212) 777-6040 (Office)
(212) 777-8422 (Fax)

Sal T. Ingrassia, President
District Three IUE-AFL--CIO
355 Murray Hill Parkway
East Rutherford, NJ 07073
(212) 239-0249
(201) 933-6468 (Fax)
14 Laurel Lane
Holtsville, NJ 11742
(516) 447-7032 (effect.12/10)

Willie James, President
Transport Workers Union of America Local 100
80 West End Avenue, 6th flr.
New York, New York 10023
(212) 873-6000 X259
(212) 595-9875 (Fax)

Alan B. Lubin, SVP
New York State United Teachers
159 Wolf Road, Box 15-008
Albany, NY 12212-5008
(518) 454-6410
(518) 454-6409 (Fax)
Home: 81 Piko Road
Cliftonpark, NY 12065-6717

Nick Mancuso,
Secretary/Treasurer
Negotiations and Research
International Brotherhood of Teamsters, Local 237, AFL-CIO
216 West 14th Street
New York, New York 10011
(212) 924-2000 Extension 384
(212) 242-8772 (Fax)

George E. McDonald
c/o Battle Fowler
75 East 55th Street, Room 634
New York, New York 10022
(212) 856-7104
(212) 856-7819 (Fax)
Home: 9801 Shore Road
Apartment 5K
Brooklyn, New York 11209

Arthur B. Pepper, Director
UFT Welfare Fund
260 Park Avenue South, 5th floor
New York, New York 10010
(212) 539-0506
(212) 505-6478 (Fax)
51 Wales Avenue
Baldwin, New York 11510
(516) 546-5338

Jay E. Russ, Esq.
Russ & Russ, P.C.
543 Broadway
Massapequa, New York 11758
(516) 541-1014
(516) 541-1077 (Fax)

Bernard Schayes, M.D. P.C.
162 East 80th Street
New York, New York 10028
(212) 535-3338
(212) 9889353 (Fax)

E. Donald Shapiro
The Joseph Solomon Distinguished Professor of Law
New York Law School
57 Worth Street
Room C305
New York, NY 10013-2960
(212) 431-2822
(212) 966-6393 (Fax)
(516) 726-4853 (Home)

Yes, GHI currently provides various Dental Insurance Benefits to New York State Employees and participating employees eligible through Management/Confidential, Public Employee Federation, AFSCME Council 82, P.B.A. (Troopers, Supervisors and Bureau of Criminal Investigation) and a number of administratively extended groups.

Other State contracts:

- Empire Plan Managed Mental Health and Substance Abuse (MHSA) program
- Empire Plan Identification Card Services program.

Contract name and contract numbers(s) are not applicable.

I CERTIFY THE ABOVE INFORMATION: (Check One)

_____ IS BASED UPON MY OWN KNOWLEDGE OF THE FACTS AND CIRCUMSTANCES;

OR

_____ IS BASED UPON REPRESENTATIONS MADE TO ME BY THE ABOVE PARTNERS, OFFICERS, DIRECTORS AND/OR STOCKHOLDERS.

SUBMITTED BY:

Signature: [redacted]

Name (Please type or print) John Baackes

Title: Vice President

Date: May 18, 2000

VENDOR NAME: Group Health Incorporated (GHI)

SECTION II. MEMBER INFORMATION

THE FOLLOWING QUESTIONS ARE TO BE ANSWERED EITHER PERSONALLY, OR BY AN AUTHORIZED REPRESENTATIVE OF THE PARTNERSHIP OR OF THE OFFICERS, DIRECTORS AND/OR STOCKHOLDERS OF THE CORPORATION. PLEASE ATTACH ADDITIONAL PAGES, IF NECESSARY.

If completed by an authorized representative of the partnership or corporation, please compile all information on one form and sign the certification on page 5. (You may choose to have Section II duplicated to be completed by each Officer, Director and/or Stockholder who must then sign on page 5.)

A) Are any of the individuals listed in Section I currently, or ever been, employed by the State of New York?
YES ____ NO __X__
If yes, list all positions held giving title, date(s) and place(s) of employment. Attach additional pages if necessary.
See attached page.

B) Have any of the partners (if a partnership) or any of the officers, directors or stockholders (if a corporation) listed in Section I, ever been convicted of (or plead guilty to) any felony or any crime or offense of any kind except traffic infractions?
YES ____ NO __X__
If yes, please attach a description, stating the date, the crime or offense involved and name of each defendant.

C) Are there any arrests, indictments or summons (except for traffic infractions) pending against any of the partners or any of the officers, directors or stockholders listed in Section I?
YES ____ NO __X__
If yes, please attach a description, stating the date, the crime or offense involved and name of each defendant.

D) Have any of the partners or any of the officers, directors or stockholders listed in Section I, any current or prior contracts with any New York State department, agency, board or commission.
YES ____ NO __X__

If yes, please list the name of the POLITICAL SUBDIVISION of New York State which signed the contract as well as the CONTRACT NAME and NUMBER.
Please note that certain members of GHI's Board of Directors are associated with groups or organizations which participate in the collective bargaining process with various NYS agencies.

E) Have any of the partners or any of the officers, directors or stockholders listed in Section I, ever been involved in any litigation/lawsuit concerning any of the above New York State contracts or any contracts with any subdivision of local government or a private sector firm in New York State.
YES ____ NO __X__
If yes, please attach a description of the nature of the lawsuit and its outcome, if any. - Not in any capacity related to GHI.

I CERTIFY THE ABOVE INFORMATION: (Check One)

____ IS BASED UPON MY OWN KNOWLEDGE OF THE FACTS AND CIRCUMSTANCES;

OR

____ IS BASED UPON REPRESENTATIONS MADE TO ME BE THE ABOVE PARTNERS, OFFICERS, DIRECTORS AND/OR STOCKHOLDERS.

SUBMITTED BY

Signature [redacted]

Name (Please type or print): John Baackes

Title: Vice President

Date: May 18, 2000

To the best of GHI's knowledge, no Officer or Director of GHI has ever been employed in a material position of policy by New York State. Please note that GHI's Chairman, Mr. James Gill, has served the State of New York in a pro-bono capacity.

BIOGRAPHICAL SKETCH

John Baackes	Vice President and Executive Director, Upstate Region
Name	Title

Corporate Officer Responsible for NYS Programs
Relationship to Project

EDUCATION

College	Degree	Year	Discipline
Southern Illinois University	BA	1969	Fine Arts

PROFESSIONAL EMPLOYMENT

Employer	Title	Dates
Group Health Incorporated (GHI)	Vice President and Executive Director, Upstate Region	1999 - present
Kaiser Permanente - Northeast Division	President	1996 - 1998
Community Health Plan (CHP)	President	1989 – 1996

PROFESSIONAL EXPERIENCE

Mr. Baackes is responsible for all aspects of GHI's business development, sales, marketing, and network development in upstate New York. He is Executive Director for GHI HMO, and oversees the GHI Family Dental Practices, and the Eastern New York Occupational & Environmental Health Center. And in addition, Mr. Baackes is a New York State Senate-appointed member of the Medicaid Managed Care Advisory Review Panel.

Mr. Baackes previously served as President of Kaiser Permanente, Northeast Division, and President of Community Health Plan (CHP).

Biographical Sketch

Erhard V. Krause	VP, Upstate Sales
Name	Title

Upstate Officer responsible for NYS programs
Relationship to Project

EDUCATION

College	Degree	Year	Discipline
Franklin K. Lane High School	Regents		Business
CCNY and SUNY @ Buffalo			Business Management

PROFESSIONAL EMPLOYMENT

Employer	Title	Dates
GHI	Held various positions within the company over the past 37 years.	1961-Present

PROFESSIONAL EXPERIENCE

Mr. Krause is responsible for Upstate New York GHI Sales, Account Management and Marketing Administration. Mr. Krause has taken various business management courses at City College of New York and the State University of New York at Buffalo.

BIOGRAPHICAL SKETCH

Patricia Kennah	Account Executive - NYS Programs
Name	Title

ACCOUNT EXECUTIVE
Relationship to Project

EDUCATION

College	Degree	Year	Discipline
Empire State College	B.A	Pursuing	Business
Siena College		76-78	

PROFESSIONAL EMPLOYMENT

Employer	Title	Dates
GHI	Account Executive	1999-Present
Empire Blue Cross Blue Shield	Account Liaison	1996-1999
	Manager NYS Audit Program	1989-1996
	Various Positions	1974-1989

PROFESSIONAL EXPERIENCE

Ms. Kennah joined GHI in February 1999 for the post-implementation activity and ongoing account management of NYS Mental Health/Substance Abuse Program and later assumed responsibility for the NYS Dental Program.

Previously, Ms. Kennah was an employee of Empire Blue Cross Blue Shield and brings a range of experience in health care where she was employed for more than 20 years including but not limited to program enhancements, budget and financial reimbursement, audit, claims and service operations for both the New York State and Federal Employee Programs.

BIOGRAPHICAL SKETCH

James W. Kenney, Ed.D.	Manager, Marketing Administration & Sales Support
Name	Title

Administrative Support, Report Preparation
Relationship to Project

EDUCATION

College	Degree	Year	Discipline
University at Buffalo	Ed.D.	1985	Exercise Physiology
San Diego State	MA	1976	Physical Education
Cortland College	B.S.E.	1972	Recreation Education

PROFESSIONAL EMPLOYMENT

Employer	Title	Dates
GHI	Manager, Marketing Administration & Sales Support	1999-Present
Sports Performance Center	Director, Marketing	1998
Coordinated Care	Director, Client Services	1994-1998
Sheehan Memorial Hosp.	Director, Special Projects	1990-1994
Wellness Center WNY	Owner/Director	1985-1989

PROFESSIONAL EXPERIENCE

Dr. Kenney has extensive management experience in healthcare and wellness. In his current position, he is responsible for administrative support, analysis and report preparation for the Upstate accounts, including the NYS Dental Plan. As Director of Special Projects at Sheehan Memorial Hospital, he directed the outpatient clinics and wrote grants that received funding from several NYS agencies. He also led process improvement projects which increased customer satisfaction and reduced clinic wait time. As Director of Client Services for Coordinated Care, he directed services for a community agency that provided a wide range of services for the elderly. He was a member of the United Way's Outcome Funding committee that oversaw a transition of United Way funding for specific performance standards.

Biographical Sketch

John J. Rice	Director, Dental Product Development and Management
Name	Title

Director, Dental Product
Relationship to Project

EDUCATION

College	Degree	Year	Discipline
Rider University	BA	1982	Journalism
County College of Morris	AA	1980	Humanities/Social Sciences

PROFESSIONAL EMPLOYMENT

Employer	Title	Dates
GHI	Director, Dental Product	Present
MetLife	Dental Product Management	1995-2000
Delta Dental Plan of New Jersey	Various positions	1989-1995

PROFESSIONAL EXPERIENCE

John Rice recently jpined GHI as Director, Dental Product Development and Management. His experience includes more than 13 years in customer service, marketing, and provider network development for a number of prestigious dental insurers.

Biographical Sketch

Marilyn DeQuatro	**VP, Services**
Name	Title

Corporate Officer responsible for Customer Service/Account Services
Relationship to Project

PROFESSIONAL EMPLOYMENT

Employer	**Title**	**Dates**
GHI	VP, Services	1993-Present
GHI	Assistant VP, Group Services Department	1992-1993
GHI	Director, Group Services Department	1980-1992

PROFESSIONAL EXPERIENCE

Ms. DeQuatro is in charge of GHI's Account Services, Managed Care, Professional Relations and Hospital Relations departments. Ms. DeQuatro was honored for exceptional leadership by the YWCA's Academy of Women Achievers.

Biographical Sketch

Howard Greenberg	SVP, Operations
Name	Title

Corporate Officer responsible for Claims Processing
Relationship to Project

EDUCATION

College	Degree	Year	Discipline
Baruch College	MBA	1980	Management
The City College of New York	BA	1970	Psychology

PROFESSIONAL EMPLOYMENT

Employer	Title	Dates
GHI	SVP, Operations	1993-Present
Empire Blue Cross/Blue Shield	VP, Operations	1983-1993
McAuto Systems Group	Director Operations	1977-1983
Empire Blue Cross/Blue Shield	Manager	1970-1977

PROFESSIONAL EXPERIENCE

With over 26 years experience in the management and administration of complex, high-volume claims processing, customer service and membership and billing operations, Mr. Greenberg possesses hands-on experience in the direction and management of large multi-level organizations.

Biographical Sketch

Jose R. Diaz	VP, Membership
Name	Title

Corporate Officer responsible for Membership
Relationship to Project

EDUCATION

College	Degree	Year	Discipline
Bernard Baruch College (NYC)	BBA	1979	Business Administration

PROFESSIONAL EMPLOYMENT

Employer	Title	Dates
GHI	VP, Membership	1993-Present
GHI	Assistant Vice President	1991-1993
GHI	Director of Membership	1990-1991
HIP	Director, Enrollment/Billing	1973-1990

PROFESSIONAL EXPERIENCE

Mr. Diaz is a financial manager with over 27 years of experience in health insurance, including progressively responsible positions in the management of Membership and Billing. He combines strong organization and administrative ability with a record of achievement in the implementation of MIS systems and procedures having maximum bottom line impact.

Biographical Sketch

Raymond Tse	Director of Underwriting
Name	Title

Underwriter
Relationship to Project

EDUCATION

College	Degree	Year	Discipline
Rutgers University (NJ)	BS	1987	Mathematics

PROFESSIONAL EMPLOYMENT

Employer	Title	Dates
GHI	Director of Underwriting	1998-Present
GHI	Underwriting Manager	1993-1998
Empire BC/BS	Senior Underwriter	1987-1993

EXPERIENCE

Mr. Tse's responsibilities encompass all aspects of underwriting, including pricing, benefit modifications and trend analysis.

WORK FORCE EMPLOYMENT UTILIZATION REPORT
SERVICE and/or CONSULTANT FIRMS

Agency:_____ /Code_____ Reporting period:_____
Check One: __ Quarterly __ Semi-Annual Report

Contractor/Firm Name: **Group Health Incorporated** Address: **441 Ninth Avenue, New York, NY 10001**
City State Zip

Type of Report: __ Contract Specific WorkForce X Total Work Force Check if NOT-For- Profit: X

Federal ID/Payee ID No. _____ Contract No._____ Location of Work _____
County Zip

Check One: __ Prime Contractor __ Subcontractor Product/Service Provided:_____

Contract Amount: $_____ Contract Start Date: _____ Percent of Job Completed _____

Federal Occupational Category	Number of Employees: Total Number of Employees		Black (Not of Hispanic origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native		Total Percent Minority Employees	Total Percent Female Employees
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.	159	140	22	44	17	16	14	7	---	---	40.2%	46.8%
Professionals	155	212	29	65	14	20	25	26	1	---	49.0%	57.8%
Technicians	30	25	6	10	7	---	6	3	---	---	59.0%	45.1%
Sales Worker	29	14	6	3	3	1	1	---	---	---	32.6%	33.2%
Office & Clerical	304	1070	123	475	69	171	47	155	2	5	76.2%	77.9%
Craft Workers	---	---	---	---	---	---	---	---	---	---	---	---
Operatives	3	---	2	---	1	---	---	---	---	---	100.0%	---
Laborers	---	---	---	---	---	---	---	---	---	---	---	---
Service Workers	---	---	---	---	---	---	---	---	---	---	---	---
TOTALS	681	1462	189	598	111	208	93	191	3	5	64.8%	68.2%

Company Official's Name: [redacted] Title: Vice President

Company Official's Signature: [redacted] Date: May 18, 2000

Telephone Number [redacted]

Exhibits Table of Contents

EXHIBIT V.A.1

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK – CORE PROGRAM

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK
Core Program

County	Offeror's EXISTING Number of Participating Providers as of Proposal Due Date (Column 1)	Offeror's PROPOSED Number of Providers as of 1/1/01 (Column 2)	Offeror's Proposed Number of Participating Providers as of December 31, 2005 (Column 3)
Albany			
Allegany			
Bronx			
Broome			
Cattaraugus			
Cayuga			
Chautauqua			
Chemung			
Chenango			
Clinton			
Columbia			
Cortland			
Delaware			
Dutchess			
Erie			
Essex			
Franklin			
Fulton			
Genesee			
Greene			
Hamilton			
Herkimer			
Jefferson			
Kings			
Lewis			
Livingston			
Madison			
Monroe			
Montgomery			
Nassau			
New York			
Niagara			
Oneida			
Onondaga			
Ontario			
Orange			
Orleans			

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK
Core Program

County	Offeror's EXISTING Number of Participating Providers as of Proposal Due Date (Column 1)	Offeror's PROPOSED Number of Providers as of 1/1/01 (Column 2)	Offeror's Proposed Number of Participating Providers as of December 31, 2005 (Column 3)
Otsego			
Oswego			
Putnam			
Queens			
Rensselaer			
Richmond			
Rockland			
Saratoga			
Schenectady			
Schoharie			
Schuyler			
Seneca			
St. Lawrence			
Steuben			
Suffolk			
Sullivan			
Tioga			
Tompkins			
Ulster			
Warren			
Washington			
Wayne			
Westchester			
Wyoming			
Yates			
TOTALS			

EXHIBIT B

DENTAL CONTRACT AND APPLICATION

GROUP HEALTH INCORPORATED
INDIVIDUAL PROVIDER CONTRACT

AGREEMENT made this _____ day of _____ (Month), _____ (Year), (the "Effective Date") by and between **GROUP HEALTH INCORPORATED ("GHI")**, a not-for-profit New York corporation with its principal office located at 441 Ninth Avenue, New York, New York, 10001, and _____, a provider with an office at _____ (the "Provider").

WHEREAS, GHI insures and/or administers or otherwise provides services to certain health benefit plans ("Plans"); and contracts with health care providers to provide health care services to persons covered under the Plans ("Covered Persons"); and

WHEREAS, GHI and Provider desire to enter into an agreement whereby Provider will provide services to persons covered under the Plans in accordance with the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, GHI and Provider ("Parties") agree as follows:

ARTICLE I - LICENSE/CERTIFICATE , RELATED WARRANTIES AND REPRESENTATIONS

1. Certificate/License. Provider warrants and represents that (i) he/she is duly licensed to practice in each and every state in which he/she renders services under this Agreement, (ii) during the past five years, he/she has not been convicted of a criminal offense (other than a misdemeanor traffic violation), has not been suspended or terminated from providing services to Medicaid or Medicare patients or otherwise barred from contracting with the federal or any state government, and has not had any of his/her licenses, certifications, including DEA Certificate, and/or professional privileges restricted, revoked, suspended or otherwise terminated, and (iii) he/she is not aware of any situation which would adversely affect his/her ability to perform services under this Agreement. If Provider is licensed to practice in one or more specialties which may require admitting or referring patients to hospitals for in-patient care, Provider further warrants and represents that he/she has full, unrestricted admitting privileges in a fully accredited hospital.

2. Practitioners' Authority/Certificate. If services to be performed under this Agreement are customarily performed with the assistance of another person and if Provider utilizes such assistance, Provider warrants and represents that each and every person who assists Provider to perform services under this Agreement ("Practitioners") (i) is either Provider's employee or otherwise under Provider's direct supervision and control, (ii) possesses the license/certificate/authority and all other qualifications required to assist Provider, and (iii) has not been convicted of a criminal offense during the past five years (other than a misdemeanor traffic violation).

3. Application to GHI. Provider acknowledges that he/she has submitted an application to GHI prior to entering into this Agreement, and that all information and documents provided or submitted in connection with that application (collectively, "Application") are incorporated by reference into this Agreement. Provider warrants and represents that the Application is accurate, complete and otherwise not misleading.

4. Standard of Care. Provider further warrants and represents that all services rendered under this Agreement will conform to the accepted practice and standard prevailing in the applicable professional community at the time services are rendered. Provider specifically represents to GHI that, in conducting his/her business, Provider complies with all federal, state and local laws, including laws against discrimination.

5. Insurance. Provider warrants and represents that her/his business is adequately covered by insurance, that such insurance coverage meets the standard prevailing in the community where services are rendered under this Agreement, and that it includes comprehensive general and/or umbrella liability insurance and professional liability insurance issued by a company or companies licensed or admitted to do business in the state where Provider renders services under this Agreement. Upon request, Provider shall provide GHI copies of such insurance policies or certificates.

6. Continuing Representation. Except with respect to changes Provider notifies GHI in accordance with Section VI.3 of this Agreement, all warranties and representations set forth in this Article I shall remain valid, effective and fully binding on Provider while this Agreement is in effect.

ARTICLE II - SERVICES, UTILIZATION MANAGEMENT AND TREATMENT RESPONSIBILITY

1. Referral by Plans. Where appropriate, GHI shall (i) inform the Plans that Provider is under contract with GHI, and (ii) request that the Plans utilize, or refer Covered Persons to, Provider for services for which benefits are payable under the Plans ("Plan Services"). Provider shall provide services to Covered Persons in the same manner, with the same degree of care, skill and diligence Provider accords other patients.

2. Utilization Management and Related Procedures/Treatment Responsibility. Provider shall participate, and cooperate with GHI or the Plan, in utilization management, quality assurance and grievance procedures. Provider acknowledges that he/she is responsible for the care and services he/she provides Covered Persons, including the quality and appropriateness of such care and services. It is understood that utilization management and related activities are not, and shall not affect, treatment decisions, and that such activities are conducted solely for the purpose of determining whether benefits are payable under a Covered Person's Plan.

3. Referrals to Other Participating Providers. From time to time, GHI may provide Provider with a list of health care providers, under contract with GHI ("Other Participating Providers"). Where a Covered Person requires services not provided by Provider, Provider shall make a good faith effort to utilize, or refer the Covered Person to, Other Participating Provider. This Section shall not apply if Provider does not practice in a specialty which may entail making referrals to other health care providers.

ARTICLE III - PAYMENT AND CLAIMS PROCEDURE

1. Compensation and Claims Submission. For each Plan Service rendered to a Covered Person, Provider agrees to accept as maximum compensation in full the applicable rate set forth in Exhibit A ("Contract Rate"), whether or not the Covered Person's Plan is the primary payor. Claims for Plan Services rendered to Covered Persons under Plans which process their own claims, as designated in Exhibit A, shall be submitted to the Plans in accordance with the Plans' instructions. Claims for Plan Services rendered to other Covered Persons ("GHI Claims") shall be submitted to GHI. Provider expressly acknowledges that GHI is not responsible for payment of services rendered to persons covered or claim to be covered under Plans which process their own claims.

2. Coordination of Benefits. Provider shall cooperate with GHI or the applicable Plan in the implementation of coordination of benefits policy. Provider agrees to make reasonable efforts to determine if a Covered Person is covered under a health insurance plan in addition to his/her Plan, or if the requested services are covered under Worker's Compensation or automobile insurance. In the event that the Covered Person or services rendered to a Covered Person are covered under any such plan or insurance ("Non-Plan Insurance"), Provider shall submit a claim to GHI or the Plan only if (i) the Covered Person's Plan, rather than the Non-Plan Insurance, is the primary payor, or (ii) Provider has received from the Non-Plan Insurance an explanation of benefits or other statement of payment or non-payment.

3. GHI Claims. Provider shall submit, in accordance with GHI's claims procedure, electronically[1] a GHI Claim within thirty (30) days after a Plan Service is rendered or, if the Non-Plan Insurance is the primary payor, within ten (10) days after receipt from the Non-Plan Insurance an explanation of benefits or other statement of payment or non-payment. Where the Non-Plan Insurance is primary, the GHI Claim shall be accompanied by Non-Plan Insurance's explanation of benefits or other statement of payment or non-payment. GHI shall make timely payment in accordance with New York law.

4. Payment Dependent on Eligibility Status. Except for services necessary to treat an "emergency condition," as defined under New York law, prior to providing services to a person who claims to be a Covered Person, Provider shall either (i) verify with GHI or the Plan, as designated in Exhibit A, the person's status as a Covered Person and other conditions of coverage; or (ii) seek confirmation from the Other Participating Provider who refers the person for a Plan Service that such verification has been obtained. Except as otherwise required by law, neither GHI nor the Plan is required to compensate Provider for services rendered (i) prior to or without such verification or confirmation, or (ii) after Provider has been informed that the person is not, or is no longer, a Covered Person, or that coverage is otherwise not available.

5. Payment For Covered Services Only. GHI or the applicable Plan, as the case may be, is responsible only for payment for Plan Services which meet all conditions of coverage under the applicable Plan ("Covered Services), including conditions which relate to medical necessity. Under no circumstances shall Provider bill or seek payment from a Covered Person for a service for which payment is denied or reduced as a result of a failure of the Provider to comply with utilization management requirements.

6. Billing Covered Persons. Provider shall not bill or seek payment from a Covered Person for services rendered except:

(i) payment for services which are not Plan Services, provided Provider has informed the Covered Person of the charges prior to performing the services;
(ii) the amount of co-payment the Covered Person is required to make under his/her Plan;
(iii) the applicable amount of coinsurance, which shall be calculated on the basis of the Contract Rate;
(iv) the applicable amount of deductible, which shall not exceed the Contract Rate;
(v) where a Plan Service is determined not to be a Covered Service, Provider may collect from the Covered Person up to the amount of the applicable Contract Rate, provided that Provider, prior to rendering the service, has given the Covered Person a written notice that the Covered Person, rather than GHI or the Plan, would be responsible for payment.

[1] Disregard "electronically" if not applicable.

Except as specifically permitted under this Section III.6, Provider shall not bill, charge or otherwise seek payment from a Covered Person under any circumstances, including a failure by GHI and/or the Plan to make payment to Provider.

7. Records/Claims Calculation/Recalculation and Adjustment. The Parties agree to the following:

(i) Method of Calculation of Payment and Adjustment/Access to Method. The amount to be paid on a claim for a Covered Service shall be calculated on the basis of the applicable Contract Rate. All calculation, recalculation or adjustment of claims payment, including the application of coding system, shall be made in accordance with methodologies and standards prevailing in the industry. Upon request, GHI shall provide Provider with an explanation of the basis on which a claim is adjudicated, including the method of calculation, recalculation or adjustment.

(ii) Time Period for Adjustment and Calculation. Claims shall be promptly adjudicated and paid within the timeframe mandated under New York law. If the adjudication of a claim requires information beyond the information contained in the claim, GHI shall notify Provider within thirty (3) calendar days after receipt of the claim. GHI or the Plan shall make payment to Provider within forty-five (45) days after receipt of all information necessary to accurately adjudicate and calculate the claim. GHI and Provider each agrees to make a good faith effort to review claims payments made or received as soon as possible. Adjustment or recalculation, or request for adjustment or recalculation, shall be made within a year after payment. All recalculation and readjustment shall be completed promptly after receipt of the necessary information.

(iii) Record and Information. Claims adjudication shall be made on the basis of claims information submitted by Provider and, where appropriate, supplemented by information contained in the Covered Person's medical record. If GHI and Provider disagree on the adjudication result of a claim, each Party shall, upon the other's request, provide the other with information, record or other documentation it relies upon to reach its position.

(iv) Incorrect or Incomplete Records. Provider shall make a good faith effort to ensure the accuracy and completeness of claims information. If in reviewing claims submitted by Provider GHI or the Plan becomes aware of an inaccurate or incomplete item, it shall seek clarification or additional information from Provider. Upon receipt of the necessary information, GHI or the Plan shall correct or complete the item in question and, if appropriate, recalculate or adjust payment accordingly. The Parties shall cooperate with each other to resolve any disagreement on the accuracy or completeness of any item contained in the claim records.

8. Overpayment. In the event Provider receives payment which is not due or otherwise payable under this Agreement ("Overpayment"), Provider shall promptly refund the Overpayment. If Provider disagrees with a determination of an Overpayment, Provider must submit, within thirty (30) days after receipt of a notification of the determination, a written explanation along with all supporting documents. If Provider fails to comply with the provisions of this Section III.8, GHI or the applicable Plan may deduct the Overpayment from any amounts payable to Provider. Provider acknowledges that provisions contained in this Section apply to Overpayment owed GHI, a Plan or a Covered Person.

9. Payment Dispute. The Parties shall have the right to utilize external dispute resolution mechanisms to resolve claims payment disputes, including disputes regarding deductions made under Section III.8 above. Before a Party resorts to external resolution, it shall provide the other Party with a written notice of its intention to do so, and allow twenty (20) business days for the Parties to attempt to resolve the dispute.

External resolution proceedings shall be governed by Article 75 of the New York Civil Practice Law and Rules ("Arbitration Rules"), unless both Parties agree in writing to waive Arbitration Rules. In the event of such a waiver, the dispute may be submitted to a mutually agreed upon forum for resolution without regard to Arbitration Rules.

The outcome of an external resolution proceeding, whether or not conducted under Arbitration Rules, shall determine each Party's responsibility with respect to the costs of the resolution proceeding. Such costs shall include fees and other charges related solely to the proceeding and not to a Party's own activity in connection with the proceeding. Where the outcome completely vindicates a Party, the vindicated Party shall have no obligation to contribute to the costs of the proceeding. In all other cases, each party shall contribute in accordance with the ratio of its share of the award to the amount in dispute, to be applied in a manner to reflect the degree to which each Party is vindicated.

The outcome of an external resolution proceeding shall be final and binding. This Section provides for the exclusive mechanism for resolving payment disputes. The Parties expressly waive their rights to seek resolution of payment disputes through actions or proceedings, including court actions, other than as described in this Section.

ARTICLE IV - RECORDS AND AUDIT

1. Records. Provider shall maintain records on each Covered Person as required by law, and in accordance with prudent record-keeping practices. Each Covered Person's record shall be retained by Provider for six (6) years following the date the Covered Person ceases to be under the care of Provider or for such longer period as may be required by law. If claims are submitted electronically, the recordkeeping period required under this Section begins to run on the day after Provider submits the last claim with respect to the Covered Person.

2. Audit. Upon request, Provider shall furnish GHI or a Plan with information, including copies of claims and records, necessary for claims payment, claims audit, utilization management, quality assurance and related purposes. Upon reasonable notice, Provider shall allow representatives and designees of GHI or a Plan, including regulatory authorities having jurisdictions over GHI or the Plan, to audit, or otherwise review, and make copies of records Provider maintains in connection with this Agreement, including medical records. The provisions contained in this Section shall be subject to confidentiality laws. If a Covered Person's authorization is required for Provider to allow access to information and records under this Section, Provider shall obtain the required authorization.

ARTICLE V - TERMINATION AND FEHB REQUIREMENTS

1. Termination. Unless otherwise required by law, the Parties agree:

Termination Upon Prior Notice: Either Party may at any time terminate this Agreement with or without cause by giving the other Party a sixty (60) day prior written notice. Unless otherwise required by law, the terminating Party is not required to disclose the reasons, if any, for termination.

Termination Without Prior Notice: GHI may without prior notice terminate this Agreement in the event of (i) a breach of, or an occurrence which would render invalid or cause a breach of, any provision contained in Article I of this Agreement (Licenses/Certificates, Warranties and Representations), (ii) a breach of any provision contained in Sections II.1 and II.2 (Utilization Management, Treatment of Covered Persons and Related Responsibilities), Section III.6 (Improper

12. Independent Contractor. Nothing in this Agreement shall be deemed to create between GHI and Provider any relationship of joint ventures, employer/employee or principal/agent. In performing services under this Agreement, Provider shall act at all times and in all respects as a contractor entirely independent of GHI. GHI assumes no responsibility or liability for services or supplies furnished by Provider except as otherwise expressly provided for under this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

The Parties' assent to this Agreement as of the date first set forth above is confirmed by the following signatures.

GROUP HEALTH INCORPORATED	**(NAME OF PROVIDER)**
_____	_____
Print Name	**Print Name**
_____	_____
Signature	**Signature**
_____	_____
Date	**Date**

EXHIBIT A

Plan	**Rate**
Comprehensive Benefit Plan ("CBP")	Per CBP Schedule of Allowances
GHI Preferred Dental Plan	Per GHI Dental Plan Allowances
_____ (Name of Plan*)	

* Plan processes its own claims and administers utilization review and related programs. Please verify patient's eligibility status and conditions of coverage with Plan.

4. Notices. Notices shall be personally delivered or mailed by certified, registered or express mail to the following address, or such other address as each Party may designate by notice from time to time:

If to GHI	If to Provider:
GROUP HEALTH INCORPORATED	_____
Professional Relations Department	_____
441 Ninth Avenue	_____
New York, New York 10001	_____
Attention: _____	Attention: _____

5. No Assignment. No assignment, subcontracting or transfer of this Agreement may be made, in whole or in part, by either Party without the prior written consent of the other.

6. Waiver. No waiver of any term or condition of this Agreement shall be effective or binding unless made in writing and delivered to the other Party, nor shall any waiver be deemed to excuse the performance of any act or obligation other than that which is specifically waived.

7. Amendments. All prior understanding, oral or written, between the Parties with respect to the subject matter of this Agreement shall be superseded by this Agreement, and this Agreement shall constitute the entire agreement between the Parties. GHI may from time to time change or amend Exhibit A only to reflect Plan Termination or add new Plans or identify Plans which process claims and administer utilization review and related programs. Except as provided in the preceding sentence, amendments not necessitated by changes in the law shall be effective only upon the written consent of the Parties. Amendments necessitated by changes in the law shall be effective upon Provider's receipt of such amendments.

8. Survival. The Parties acknowledge that rights and obligations under this Agreement which, when viewed in the context of the Agreement, may reasonably be construed to continue beyond Plan Termination or termination of the Agreement, shall survive such Termination or termination.

9. Confidential Information. Each Party agrees to keep confidential information the other Party discloses under this Agreement. Such information shall not be disclosed to a third party without the written permission of the Party affected. Provider specifically acknowledges the confidential and proprietary nature of Exhibit A, and warrants that the content of Exhibit A will not be disclosed except pursuant to a competent court order or for the purpose of regulatory review. Notwithstanding any provision to the contrary, it is understood and agreed by the Parties that GHI may use, in collaboration with any third party or otherwise, any information obtained or developed under this Agreement to study costs and utilization, evaluate treatment outcome and provider performance, develop statistical analysis, utilization management and other programs and products.

10. Participating Provider Designation. During the term of this Agreement, GHI shall have the right to designate Provider as a GHI participating provider, and make public reference to such designation. Such designation and reference may include the name, specialty, address, tax ID and telephone number of Provider. Except as otherwise provided in this Agreement, neither Party shall use the other's name, symbol, logo or service mark without the other's express prior written consent.

11. Non-Exclusivity. This Agreement is non-exclusive and does not obligate GHI to require any Plan or Covered Person to utilize Provider's services. Provider may contract with other insurance companies or health maintenance organizations. GHI may contract with other health care facilities, health care providers or provider organizations. Notwithstanding any other provision to the contrary, Provider agrees not to utilize information obtained under or as a result of this Agreement to compete against GHI.

GHI

Agreement of Participation in the GHI Preferred Dental Benefit Plan

Dear Doctor:

GHI invites you to participate in its Preferred Dental Benefit Plan. By signing and returning this application, you indicate your acceptance of this invitation and the agreement described below.

As a Participant, if your patient is insured under the GHI Preferred Dental Benefit Plan, you agree to accept from GHI as payment in full the amounts listed in the Schedule of Payments.

This agreement is not effective unless, except in an emergency, you are notified prior to treatment that the patient is insured by GHI.

As a Participant, you may decline to accept a GHI patient, just as in your uninsured private practice. However, you agree that if you render covered services to a GHI patient insured under the GHI Preferred Dental Benefit Plan, you will not require nor accept any payment for such services from the patient nor on the patient's behalf other than from GHI (except for applicable deductible and/or co-insurance amounts).

As a Participant, you will be paid directly by GHI for any covered services you render to GHI subscribers covered by the GHI Preferred Dental Plan or to their dependents. If, however, you render covered services to an individual covered by a GHI dental plan other than the Preferred Plan, GHI will not pay you directly under this agreement.

You agree to complete and submit to GHI the appropriate claim form furnished by GHI promptly, but no later than 180 days after the calendar year in which the service was rendered. In addition, GHI may require the furnishing of such additional evidence or information in support of the claim as it deems necessary.

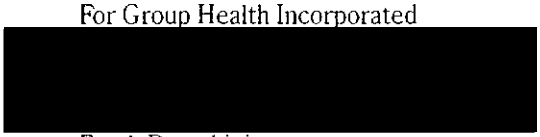
GHI may modify this agreement and its coverage from time to time. When the modification materially affects this agreement, GHI agrees to mail to you promptly a written notice describing the changes in the agreement or in the GHI coverage. For a period of 30 days after the receipt of any such notice, you may terminate this agreement by mailing written notice to GHI effective on its receipt. Otherwise this agreement, as amended by such changes, will be binding.

It is agreed that the name of Group Health Incorporated and/or GHI may not be used in any type of advertising or promotional material without prior written authorization from GHI following the submission of the text to GHI.

GHI may terminate this agreement immediately should a dentist be found guilty of a criminal offense or professional misconduct. GHI may also terminate this agreement immediately upon knowledge or reasonable belief that a dentist's professional conduct may jeopardize the health, safety, or welfare of its subscribers.

You may terminate this agreement by giving GHI written notice of your intention to do so, which notice will be effective 30 days from its mailing to GHI or at such later date as you may specify in this notice. GHI may terminate this agreement by giving you written notice of its intention to do so, which notice will be effective 30 days from its mailing to you at the address shown on GHI's records or on such later date as may be specified in the notice. GHI agrees to pay directly to you all claims for covered services rendered prior to the termination date, provided that all such claims are submitted to GHI within 30 days after the termination date.

For Group Health Incorporated



Frank Branchini
President & Chief Executive Officer

Mail completed application to:
GHI, Provider Directory
P.O. Box 2840, New York, NY 10116-2840

FOR GHI USE ONLY
DATE RECEIVED BY GHI

GHI

FOR GHI USE ONLY
GHI PROVIDER NO.
TOP NO.
P-DATE

INDIVIDUAL APPLICATION FOR PARTICIPATION IN THE GHI PREFERRED DENTAL PLAN

ALL QUESTIONS MUST BE ANSWERED IN ORDER TO PROCESS THIS APPLICATION. PLEASE PRINT ALL INFORMATION.

1. NAME: (LAST) (FIRST) DEGREE

2. FEDERAL I.D. NO.: **S.S. NO.:** - -
(PLEASE INDICATE THE NUMBER THAT YOU USE ON YOUR 1099 TAX FORMS AT THE END OF THE YEAR.)

3. TYPE OF PRACTICE: GROUP ☐ INDIVIDUAL ☐ OTHER ☐ (SPECIFY) _____

4. PRIMARY OFFICE ADDRESS: (IF REMITTANCE IS TO BE SENT TO A SEPARATE ADDRESS, COMPLETE ITEM 6 BELOW.)

FOR GHI USE ONLY

STREET

CITY

COUNTY

STATE ZIP CODE - PHONE AREA CODE -

5. SECONDARY OFFICE ADDRESS: (IF MORE THAN TWO OFFICES, ATTACH A SEPARATE LIST AND INCLUDE PHONE NUMBER.)

STREET

CITY

COUNTY

STATE ZIP CODE - PHONE AREA CODE -

6. BILLING – REMITTANCE ADDRESS:
(PLEASE FILL IN IF YOU WANT YOUR CHECKS TO BE SENT HERE INSTEAD OF YOUR OFFICE. PROVIDE PAYEE NAME IF OTHER THAN YOUR OWN.)

NAME OF PAYEE

STREET

CITY

COUNTY

STATE ZIP CODE - PHONE AREA CODE -

7. LICENSING INFORMATION: PLEASE LIST THE STATES IN WHICH YOU ARE CURRENTLY LICENSED.

STATE	LICENSE NO.	DATE OF EXPIRATION

PLEASE INCLUDE A COPY OF CURRENT LICENSE(S) WITH THIS APPLICATION.

EDUCATION, TRAINING AND EXPERIENCE:

8. DENTAL SCHOOL _____ YEAR OF GRADUATION _____

9. INTERNSHIP _____ FROM _____ TO _____
(NAME OF HOSPITAL) (MO./YR.) (MO./YR.)

10. A. RESIDENCY _____ FROM _____ TO _____
(NAME OF HOSPITAL) (MO./YR.) (MO./YR.)

B. OTHER POST-GRADUATE TRAINING _____ FROM _____ TO _____
(NAME OF HOSPITAL) (MO./YR.) (MO./YR.)

	YES	NO	
11.	☐	☐	HAVE YOU EVER BEEN DISQUALIFIED OR SUSPENDED FROM PARTICIPATION IN OR CENSORED BY MEDICAID OR MEDICARE?
12.	☐	☐	HAVE YOU EVER BEEN DISCIPLINED BY ANY STATE BOARD OF DENTAL EXAMINERS OR OTHER LICENSING AGENCY?
13.	☐	☐	HAVE YOUR HOSPITAL STAFFING PRIVILEGES EVER BEEN REFUSED OR MODIFIED?
14.	☐	☐	HAS YOUR LICENSE BEEN REVOKED IN A STATE OTHER THAN THE ONE YOU ARE PRACTICING IN?
15.	☐	☐	HAVE YOU EVER BEEN CONVICTED OF A CRIME, MISDEMEANOR OR FELONY?
16.	☐	☐	HAS YOUR DEA NUMBER EVER BEEN REVOKED OR LIMITED? DEA NUMBER _____
17.	☐	☐	ARE ANY ACTIONS PENDING AGAINST YOU WITH RESPECT TO ANY OF THE ABOVE?

IF YOUR ANSWER TO ANY OF THE ABOVE IS YES, ATTACH A LETTER PROVIDING THE CIRCUMSTANCES FOR THE ACTIONS.

	YES	NO	
18.	☐	☐	ARE YOU BOARD ELIGIBLE? (LIST SPECIALTY) _____
			DATE OF ELIGIBILITY _____
			IF YOU ARE BOARD ELIGIBLE, PLEASE SUBMIT A STATEMENT FROM YOUR SPECIALTY BOARD THAT ATTESTS TO YOUR BEING ALLOWED TO SIT FOR THE EXAM OR DOCUMENTATION THAT YOU HAVE COMPLETED A RESIDENCY PROGRAM IN THE SPECIALTY LISTED.
19.	☐	☐	ARE YOU BOARD CERTIFIED? (LIST SPECIALTY) _____
			DATE OF CERTIFICATION _____ DATE OF RECERTIFICATION _____
20.	☐	☐	ARE YOU CERTIFIED IN A SUB-SPECIALTY? (LIST SPECIALTY) _____
			DATE OF CERTIFICATION _____ DATE OF RECERTIFICATION _____
			IF YOU ARE CERTIFIED, PLEASE SUBMIT A STATEMENT FROM YOUR SPECIALTY BOARD THAT ATTESTS TO THIS INFORMATION.
21.	☐	☐	IF YOU ARE CERTIFIED IN A SPECIALTY AND SUB-SPECIALTY, WILL YOU SEE PATIENTS IN BOTH?
			IF NO, PLEASE INDICATE THE SPECIALTY YOU WISH TO BE LISTED IN. _____

22. LIST YOUR HOSPITAL AFFILIATIONS. (IF LISTING MORE THAN ONE, PLEASE INDICATE PRIMARY HOSPITAL.) IF NONE, PLEASE EXPLAIN.

FOR GHI USE ONLY

NAME: CITY: STATE:

A. _____

B. _____

C. _____

PLEASE SUBMIT A COPY OF YOUR LETTER OF ACCEPTANCE FROM YOUR PRIMARY HOSPITAL.

25. A. PLEASE INDICATE THE NAME OF YOUR PRIMARY MALPRACTICE CARRIER, POLICY NUMBER, EXPIRATION DATE AND AMOUNT OF COVERAGE.

NAME _____

POLICY NO. _____ EXPIRATION DATE _____ $ _____

B. PLEASE INDICATE THE NUMBER OF MALPRACTICE ACTIONS PENDING OR SETTLED AGAINST YOU WITHIN THE PAST FIVE (5) YEARS. _____
IF ANY ARE INDICATED, SUBMIT DETAILS ABOUT EACH MALPRACTICE ACTION.

_____

IF YOU ARE PART OF A GROUP AND/OR ASSOCIATION, A GROUP APPLICATION MUST BE FILLED OUT BY THE DIRECTOR OR ADMINISTRATOR OF THE GROUP. EACH DENTIST OF THE GROUP MUST COMPLETE THIS INDIVIDUAL APPLICATION TO PARTICIPATE WITH GHI AND PROVIDE THE BILLING INFORMATION. ALL INDIVIDUAL FORMS MUST BE RETURNED WITH THE GROUP APPLICATION. ANY INFORMATION ENTERED INTO THIS APPLICATION, WHICH SUBSEQUENTLY IS FOUND TO BE FALSE, COULD RESULT IN TERMINATION OF YOUR PARTICIPATION FROM GHI.

I HEREBY CERTIFY THAT THE INFORMATION GIVEN ABOVE IS TRUE AND ACCURATE. I GIVE PERMISSION TO GHI TO VERIFY THE INFORMATION PROVIDED BY ME ON THIS APPLICATION.

FOR GHI USE ONLY

P.I. APPROVAL DATE RECEIVED

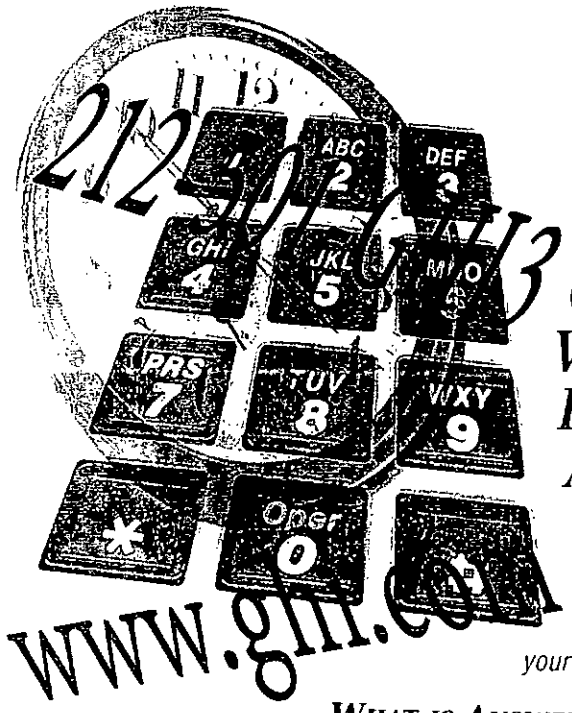
_____
SIGNATURE OF APPLICANT

_____
DATE SIGNED

EXHIBIT C

DENTAL NEWS AND NOTES

GHI DENTAL News and Notes



GHI AnswerLine and Web site for Dental Providers — A wealth of information at your fingertips!

Get answers to questions regarding your patients' GHI coverage, 24 hours a day, seven days a week ... with your touch-tone telephone or personal computer.

WHAT IS ANSWERLINE?

GHI AnswerLine is an automated touch-tone telephone system that can be accessed anytime, day or night, for information and assistance by calling **(212) 501-GHI3 (444D)**.

It's easy. Using your telephone keypad, enter your nine-digit Tax ID (TIN) number when prompted. The instructions guide you through a menu of options, allowing you to select the information or materials you need.

Here is some of the important information available through GHI's AnswerLine:

PATIENT ELIGIBILITY

AnswerLine provides patient eligibility and effective dates of coverage. Dependent and dependent student coverage information is also provided through GHI's AnswerLine.

BASIC BENEFIT INFORMATION

If you have questions concerning covered benefits for a GHI patient, select the benefit/copayment menu option on the AnswerLine system.

PRE-DETERMINATION OF BENEFITS

Certain dental procedures require pre-determination of benefits before services are rendered. Access GHI's AnswerLine to obtain the status of a pre-determination service.

CLAIM STATUS UPDATES

The status of a claim can be accessed by entering the subscriber's GHI nine-digit certificate number, the patient's date of birth and the date of service. Information is updated daily, so the information provided is current.

24-HOUR ACCESS THROUGH YOUR PERSONAL COMPUTER

The GHI Web site, at **www.ghi.com**, also offers access to the most current GHI information.

The first time you are using GHI's web site, you can apply for a confidential personal identification number (PIN) through the Provider Online Services section of the web site. With the PIN, visitors to the site can be assured that their personal information is kept strictly confidential. Your computer-assigned PIN will be sent to you by mail.

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JUNE/JULY 1999

IN THIS ISSUE

A Reminder About Orthodontic Services

As a GHI Participating Dentist, it is important that you remain aware of the services covered under our dental plans. As a reminder, we would like to review GHI's coverage of orthodontic services. The following overview is designed to help you and your staff appropriately arrange for reimbursement from GHI for covered services, and to also make certain that you are aware of the services that GHI does not cover.

Here is a brief description of the orthodontic services covered under the GHI dental plans:

Active Orthodontic Treatment

- Specific coverage varies depending on the subscriber's contract. GHI normally pays monthly for active orthodontic treatment. Depending upon the contract, GHI will cover twenty to twenty-four months of active orthodontic treatment. Treatment beyond these timeframes is not covered by GHI.
- GHI will pay for two active treatments in the same month provided that the dates of service are 3 weeks apart.
- Appliance coverage is generally limited to one during each patient's lifetime. Reimbursement for a preliminary appliance is deducted from the total appliance benefit. GHI will not cover more than one appliance, even if multiple appliances are required during the course of treatment.

Passive Orthodontic Treatment

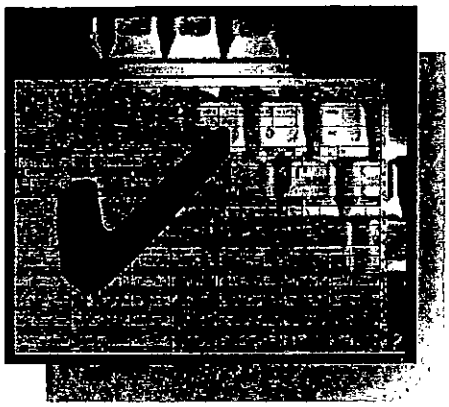
GHI will generally provide coverage for eighteen months of passive treatment. Passive appliances are **not** covered by GHI. Again, coverage may vary for subscribers based on the terms of their contract.

Pre-Determination

As you know, in order to receive reimbursement from GHI for covered services, you need to submit your treatment plan for GHI's pre-approval. GHI will then send you a pre-determination of benefits statement. This statement will provide an estimate of our coverage for a given course of treatment and help you to identify those costs that GHI will not cover.

GHI strongly encourages you to discuss with your patients any portion of the proposed treatment plan that we do not cover. This will assist you in receiving proper payment for the services provided.

If you have questions or need assistance, please contact a GHI Customer Service Representative at (212) 501-GHID (4443).



A Claims Submission Checklist...

GHI can process your claims most efficiently when you supply all the appropriate information in the original claim submission. Following are some of the most important types of information required by GHI:

- ✔ the subscriber's name
- ✔ the subscriber's certificate #
- ✔ the patient's name
- ✔ the patient's identification number
- ✔ the patient's sex
- ✔ the patient's date of birth
- ✔ whether the patient is a full-time student, and if so, the school's name
- ✔ whether the patient is covered by another dental plan
- ✔ whether the treatment is the result of a job or automobile-related injury or other accident
- ✔ the tooth number or the area of the mouth being treated
- ✔ the correct ADA code(s)
- ✔ the date of service

Also, please note that each charge should be listed separately, and not as a bundled charge.

It benefits your practice to provide accurate and complete information on the original claim submission - incomplete claims will be returned to the dentist for correction and re-submission.

GHI thanks you for your cooperation.

IRS Form 1099-MISC

Important Tax Information

According to Federal Law, GHI must submit Form 1099-MISC annually to providers who received payments of $600 or more from GHI. The information contained on this form, including provider name and address, Taxpayer Identification Number (TIN) and the total amount paid, is reported to the Internal Revenue Service.

The IRS then notifies GHI if there is a disparity between the name and TIN the IRS has on file and that which GHI has submitted. GHI is required to notify you about any disparity so that you can reconcile the difference. If you do not rectify the difference, GHI is mandated by the IRS to withhold and forward to the government 31 percent of the total payments made to you for the year in question. In addition, you may be subject to an independent IRS penalty for failing to supply GHI with the correct information.

If you need to update the information you submitted, please complete an IRS W-9 Form and return it to:

GHI Provider Directory, P.O. Box 2840, New York, NY 10116-2840

HEG Members Select GHI Preferred Dental Plan Benefits

GHI is pleased to announce the selection of GHI's Preferred Dental Benefit Plan by Health Economics Group (HEG), a Rochester-based Third Party Administrator. The addition of HEG will significantly increase the number of covered lives enrolled under the Preferred Dental Plan, adding a total of more than 16,000 covered individuals over the next six months.

The program's payments are based on GHI's Preferred Fee Schedule. Covered benefits include preventive and diagnostic services, prosthetics and orthodontic services. The program will have an annual maximum. Coinsurance payments will vary depending upon the services rendered and also upon whether the dentist is a GHI Participating Provider.

Eligible dependent children are covered through their 19th birthday; student dependents are covered through their 23rd birthday. Pre-determination of benefits is required for treatment for all surgical and prosthetic services. Members will present a GHI ID card indicating their group's affiliation with HEG. For a listing of the new HEG groups, see page 4 of this newsletter.

Electronic Claims Submission:

A Faster, More Efficient Way to Submit Dental Claims

You can reduce the time your practice spends in processing dental claims and improve claim turnaround at the same time by submitting claims to GHI electronically.

Dental claims can be submitted electronically to GHI via the Envoy NEIC claims clearinghouse network. If you do not currently submit electronically to GHI, we encourage you to call us today, to learn how electronic claims submission can benefit your practice.

Here are just a few of the many advantages:

- Quicker claims submission, leading to faster reimbursement
- No paper claims to stock and complete
- Simplified record keeping
- Reduced clerical time and cost to process and mail paper claims

If you have any questions about electronic claims submissions, please call a GHI Electronic Media Claims (EMC) representative at **(212) 615-4EMC (4362).**

continued from cover article—*GHI AnswerLine and Web site for Dental Providers*

In keeping with GHI's commitment to our provider community, we will continue to evaluate and enhance our patient information retrieval services so that we can better serve your needs.

New Groups and Benefit Upgrades

Group Name	Grp. No.	Cat. No.	Eff. Date
Royal Care Holdings, Inc.	7C140	89E	March 1999
HEG Groups			
Monroe County Management Employees	04749	88S	April 1999
Monroe Community College *(Retirees)*	04742	88S	April 1999
Monroe County *(Retirees Prior to 1/1/96)*	04749	88S	April 1999
Monroe County *(Active)*	04749	88S	April 1999
Graham Manufacturing Co.	04747	89D	April 1999
Liberty Precision Industries	04748	89C	April 1999
Town of Chili *(Retirees)*	04750	89C	April 1999

Dental News and Notes is published through the Corporate Communications and Professional Relations Departments of GHI. It is produced to inform readers about GHI programs and services, as well as other items of interest to the provider community. It is not intended to serve as a source of legal advice or opinion. Michael Staicer, Director, Professional Relations; Pamela Byrd, Senior Editor, Corporate Communications.

VNS CHOICE Members Continue to Elect GHI Dental Coverage

On January 1, 1998, GHI began offering the Preferred Dental Program to Medicaid and Medicare-eligible members of VNS Choice, a Medicaid Managed Long-Term Care Program offered by Visiting Nurse Service of New York. This program provides comprehensive and coordinated home, community, and facility-based care to its members. Since many of the VNS CHOICE members are frail or elderly, program staff closely coordinate their treatment. VNS staff will often work with you and your office to schedule appointments and to assure that needed dental care is provided.

Underwritten by GHI, the VNS CHOICE Dental Insurance Plan offers GHI's highest dental reimbursement schedule, and like all GHI plans, features prompt and direct payment to participating dentists. The plan covers preventive, diagnostic, full- basic, and prosthetic services at 100% of the GHI Preferred Dental fee schedule. Members are not required to pay annual deductibles or copayments.

New members receive a directory listing GHI Participating Dentists and specialists, and a GHI/VNS identification card. Members presenting their GHI/VNS card to GHI Participating Dentists are entitled to receive paid-in-full coverage for covered services; Participating Dentists submit their billing directly to GHI.

VNS CHOICE members with GHI dental coverage now total 1,000. VNS CHOICE continues to market the program aggressively to eligible members.

EXHIBIT D

CLAIMS FLOW CHART

DENTAL CLAIMS WORK FLOW

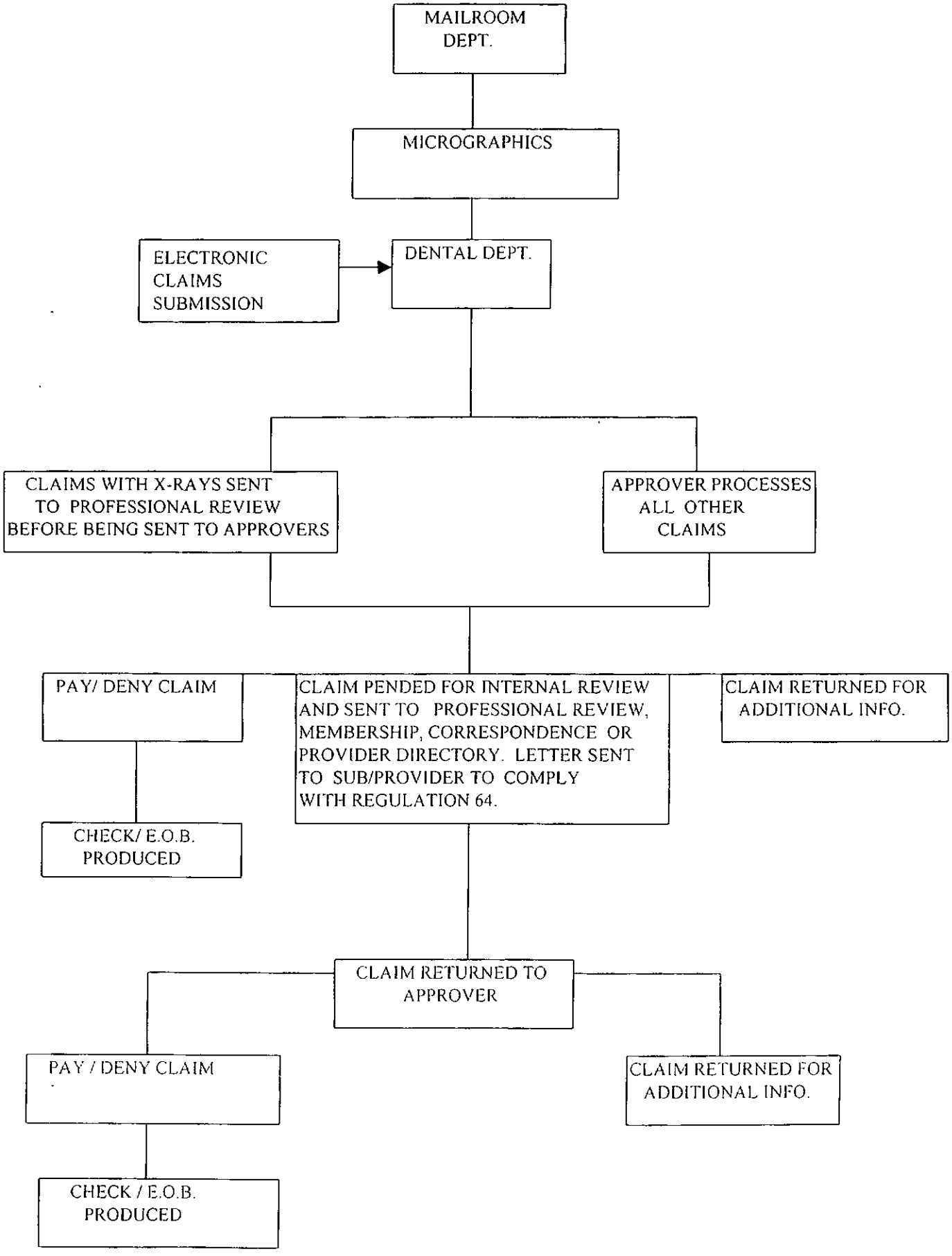


EXHIBIT E

SAMPLE CLAIM FORM

GHI

MAIL COMPLETED DENTAL CLAIM FORM TO:
GHI
P.O. Box 2838
New York NY 10116-2838

PART A: SUBSCRIBER INFORMATION

1. SUBSCRIBER'S CERTIFICATE NUMBER | CATEGORY | GROUP

2. SUBSCRIBER'S NAME AND ADDRESS
LAST FIRST

NO. AND STREET APT. NO.

CITY STATE ZIP CODE

AREA CODE TELEPHONE NUMBER
( )

3a. IS THE SUBSCRIBER'S SPOUSE EMPLOYED? ☐ YES ☐ NO

3b. DOES THE SUBSCRIBER OR SPOUSE HAVE ADDITIONAL DENTAL INSURANCE COVERAGE? ☐ YES ☐ NO

IF YOU ANSWERED YES TO EITHER QUESTION 3a. OR 3b., PART F (OTHER INSURANCE COVERAGE) ON REVERSE SIDE MUST BE COMPLETED.

PART B: PATIENT INFORMATION

1. PATIENT'S FIRST NAME

2. PATIENT'S DATE OF BIRTH MONTH DAY YEAR

3. PATIENT'S RELATIONSHIP TO SUBSCRIBER
☐ SUBSCRIBER 1 ☐ SPOUSE 2 ☐ SON 3 ☐ DAUGHTER 4 ☐ OTHER: SPECIFY

4. SEX
☐ MALE ☐ FEMALE

IS PATIENT A DISABLED DEPENDENT OVER AGE 19?
☐ YES ☐ NO If Yes, see H on reverse.

	YES	NO
5. IS PATIENT A DEPENDENT STUDENT AGE 19 OR OVER? IF YES, PART G (DEPENDENT STUDENT INFORMATION) ON THE REVERSE SIDE MUST BE COMPLETED.	☐	☐
6a. WAS CONDITION RELATED TO PATIENT'S EMPLOYMENT?	☐	☐
6b. WAS CONDITION RELATED TO AN AUTO ACCIDENT?	☐	☐
6c. WAS CONDITION RELATED TO OTHER ACCIDENT?	☐	☐

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim concerning any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, *and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.*

I CERTIFY THAT THE INFORMATION GIVEN IS CORRECT AND AUTHORIZE RELEASE, TO OR BY GHI, OF ANY INFORMATION NECESSARY TO PROCESS THIS CLAIM. I ALSO CERTIFY THAT BENEFITS ARE NOT AVAILABLE UNDER ANY OTHER GROUP PLAN EXCEPT AS INDICATED ABOVE.

PATIENT'S OR AUTHORIZED SIGNATURE (Parent or Legal Guardian) DATE

PART C: PREDETERMINATION OF BENEFITS

Your contract may require that a predetermination of benefits be made by GHI prior to commencement of orthodontics, prosthetics and surgeries. Please refer to your benefits brochure to determine if predetermination of benefits is required. If so, have your dentist complete Part D of this form. Check the appropriate box in Section 7, submit x-rays if appropriate, and mail to GHI. GHI will notify the dentist and subscriber of the amount of benefits available.

PART D: DENTIST INFORMATION

1. DENTIST NAME

MAILING ADDRESS

CITY, STATE, ZIP CODE

5. IF PROSTHESIS AND/OR CROWN, IS THIS INITIAL PLACEMENT? ☐ YES ☐ NO (IF NO, REASON FOR REPLACEMENT) DATE OF PRIOR PLACEMENT

6. IS THIS TREATMENT FOR ORTHODONTICS? ☐ YES ☐ NO IF SERVICES ALREADY COMMENCED ENTER: DATE APPLIANCE PLACED: MOS. TREATMENT REMAINING

2. DENTIST TAX IDENTIFICATION NO.

DENTIST LICENSE NO.

I AM A SPECIALIST IN:
☐ ORTHODONTICS ☐ ENDODONTICS ☐ ORAL SURGERY ☐ PERIODONTICS ☐ OTHER

3 FIRST VISIT DATE CURRENT SERIES | PLACE OF TREATMENT OFFICE, HOSP. OR OTHER | RADIOGRAPHICS OR MODEL ENCLOSED? NO YES HOW MANY?

7. CHECK ONLY ONE
☐ DENTIST'S STATEMENT OF ACTUAL SERVICES: I hereby certify that the procedures below were rendered and completed on the dates indicated
☐ DENTIST'S TREATMENT PLAN (PRE-DETERMINATION OF BENEFITS).

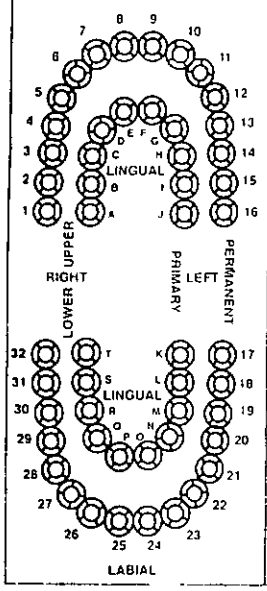
SIGNED (DENTIST) DATE

4. PARTICIPATING DENTIST IN A GHI PLAN
☐ YES ☐ NO

TO BE COMPLETED BY A PARTICIPATING DENTIST ONLY:
I HAVE BEEN PAID ☐ YES (AMOUNT PAID) $ ☐ NO
☐ I WAS NOTIFIED BEFORE SERVICES WERE RENDERED THAT GHI INSURES THE PATIENT.

8. EXAMINATION AND TREATMENT PLAN. LIST IN ORDER FROM TOOTH NO 1 THROUGH TOOTH NO. 32

IDENTIFY MISSING TEETH WITH "X"



TOOTH # OR LETTER	SURFACE	DATE SERVICE PERFORMED MO DAY YEAR	ADA PROCEDURE CODE	FEE	DESCRIPTION OF SERVICE (INCLUDING X-RAYS, PROPHYLAXIS, MATERIALS USED, ETC.)	ADMINISTRATIVE USE ONLY
			TOTAL FEE CHARGED			

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim concerning any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, *and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.*

E. CLAIMS FILING INSTRUCTIONS

INSTRUCTIONS:
Mail the CLAIM FORM promptly.
Follow these instructions to avoid delay.

1. Complete sections A and B in full to assure positive identification and prompt payment.
2. The Subscriber must sign and date the claim.
3. All Claim forms must be submitted to GHI no later than 180 days after the end of the calendar year in which the service was rendered.
4. If you use a GHI Participating Dentist, payment will be made directly to the dentist.
5. Dental coverage is subject to specific limitations and exclusions. Please refer to your insurance booklet and certificate for a description of covered services, limitations and exclusions.
6. This form will have to be returned if it is incomplete or incorrect.

F. ADDITIONAL DENTAL INSURANCE COVERAGE

If your spouse is employed complete this section below.

EMPLOYER (SPOUSE)

EMPLOYER'S ADDRESS

CITY STATE ZIP CODE

EMPLOYER'S AREA CODE TELEPHONE NUMBER

SPOUSE'S DATE OF BIRTH MONTH DAY YEAR

If patient is eligible for dental benefits under any other dental insurance policy complete this section below.

NAME OF POLICYHOLDER

CERTIFICATE OR IDENTIFICATION NO. EFFECTIVE DATE OF COVERAGE

NAME OF PLAN/INSURER

PLAN/INSURER ADDRESS

G. DEPENDENT STUDENT INFORMATION

This part must be completed only for those having dependent student coverage if the patient is a dependent student age 19 or over.

I CERTIFY THAT MY DEPENDENT, _____,
MEETS ALL REQUIREMENTS FOR ELIGIBILITY AS A DEPENDENT STUDENT.

	YES	NO
A. 19 YEARS OF AGE OR OLDER	☐	☐
B. UNMARRIED	☐	☐
C. RECEIVES MORE THAN HALF OF SUPPORT FROM THE EMPLOYEE OR RETIRED EMPLOYEE	☐	☐
D. IS A FULL-TIME STUDENT AT AN ACCREDITED SECONDARY OR PREPARATORY SCHOOL OR COLLEGE	☐	☐

E. EXPECTED DATE OF GRADUATION _____

NAME OF SCHOOL

CITY

DATE STARTED IF GRADUATED, GIVE DATE

HAS DEPENDENT SERVED IN THE ARMED FORCES? ☐ YES ☐ NO
IF YES, GIVE DATES OF SERVICE.

FROM TO

DATE

SUBSCRIBER'S SIGNATURE

H. DISABLED DEPENDENT OVER AGE 19.

If dependent over age 19 is disabled and eligibility has not been established, contact your Health Benefits Administrator, personnel department or business office for special form.

EXHIBIT F

SAMPLE EXPLANATION OF BENEFITS (EOBS)

GHI
GROUP HEALTH INCORPORATED
P.O. BOX 2838
NEW YORK, NY 10116-2838

210

DATE	CHECK NUMBER
05/01/00	002421168

PAY TO THE ORDER OF

PAY ▸ $***[redacted]

THE BANK OF NEW YORK N.Y. N.Y.

NON-NEGOTIABLE

GROUP HEALTH INCORPORATED P.O. BOX 2838 NEW YORK, NY 10116-2838 DETACH BEFORE CASHING — EXPLANATION OF BENEFITS — CHECK NUMBER

SUBSCRIBER:.)
CERTIFICATE #:1
PATIENT

PROVIDER:JAMES M SMITH DMD
CLAIM #: 0 CHECK #:
DATE:05/01/00

SERVICES RENDERED	ADA CODE	TOOTH	DATE OF SERVICE	CHARGE	GHI ALLOWANCE	NOTE
COMPREHENSIVE ORAL EVALUATION	00150	FM	08/09/99	$50.00	$0.00	01
BITEWING XRAY - SINGLE FILM	00270	LL	08/09/99	$10.00	$0.00	01
BITEWING XRAY - SINGLE FILM	00270	LR	08/09/99	$10.00	$0.00	01
BITEWING XRAY - SINGLE FILM	00270	UL	08/09/99	$10.00	$0.00	01
BITEWING XRAY - SINGLE FILM	00270	UR	08/09/99	$10.00	$0.00	01
PANORAMIC X-RAY	00330	FM	08/09/99	$85.00	[redacted]	

TOTAL: [redacted]

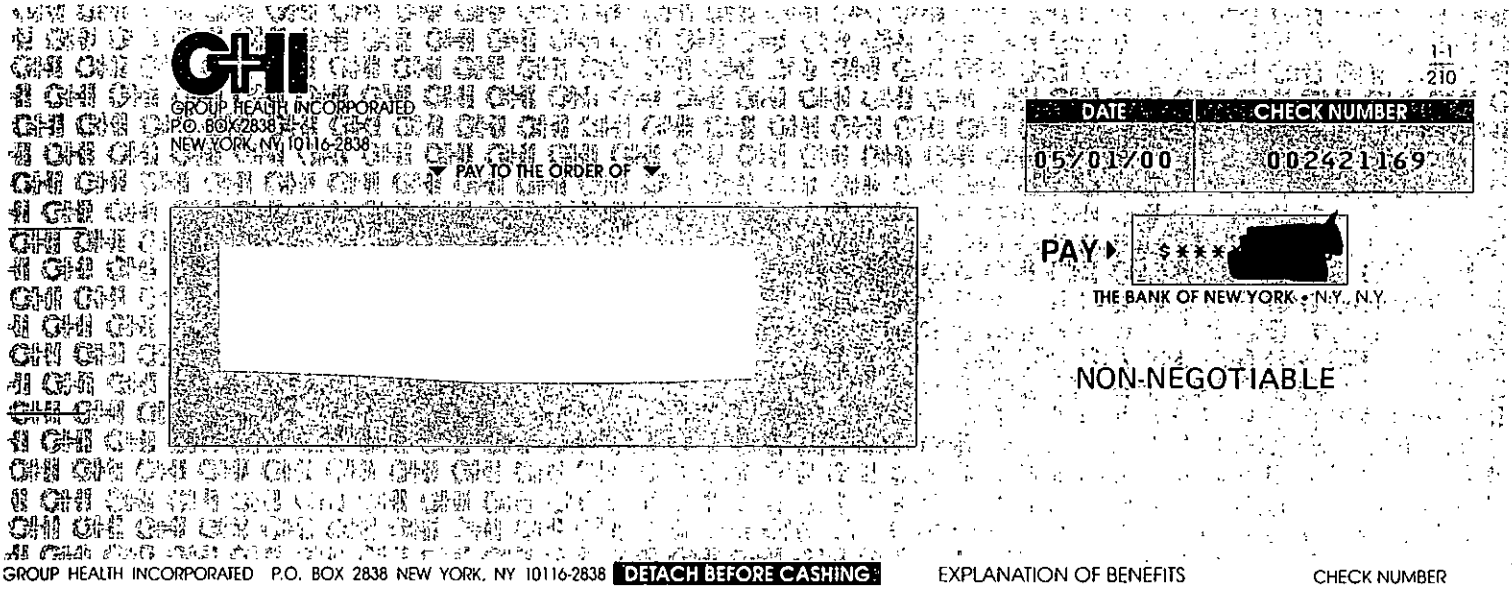
PAYMENT SUMMARY

GHI ALLOWANCE: [redacted]

NOTE 01 THE ANNUAL BENEFIT MAXIMUM FOR THIS TYPE OF SERVICE HAS BEEN REACHED.
MAIL COMPLETED DENTAL CLAIM FORM TO:
G H I, P.O.BOX 2838, NEW YORK NY 10116-2838

FOR ASSISTANCE, CALL 1-800-947-0101

D307N 50M 8/98



GHI
GROUP HEALTH INCORPORATED
P.O. BOX 2838
NEW YORK, NY 10116-2838

1-1
210

PAY TO THE ORDER OF

DATE	CHECK NUMBER
05/01/00	00242169

PAY $***[redacted]

THE BANK OF NEW YORK - N.Y., N.Y.

NON-NEGOTIABLE

GROUP HEALTH INCORPORATED P.O. BOX 2838 NEW YORK, NY 10116-2838 DETACH BEFORE CASHING EXPLANATION OF BENEFITS CHECK NUMBER

SUBSCRIBER:F
CERTIFICATE #:
PATIENT:ROBIN

PROVIDER:JAMES M SMITH DMD
CLAIM #:C
CHECK #:C
DATE:05/01/00

SERVICES RENDERED	ADA CODE	TOOTH	DATE OF SERVICE	CHARGE	GHI ALLOWANCE	NOTE
INITIAL ORAL EXAM	00110	FM	04/03/99	$75.00	[redacted]	
INTRA-ORAL/PERIAPICAL-1ST FILM	00220	02	04/03/99	$10.00		
INTRA-ORAL/PERIAPICAL - ADDL.	00230	03	04/03/99	$10.00	0	
RESIN - TWO SURFACES POST-PERM	02386	02	04/03/99	$50.00		01 02
RESIN - TWO SURFACES POST-PERM	02386	03	04/03/99	$50.00		01

TOTAL: $106.00

PAYMENT SUMMARY

GHI ALLOWANCE:	[redacted]
MINUS: DEDUCTIBLE	25.00
SUB-TOTAL:	[redacted]
MINUS: OUT-OF-NETWORK DIFFERENTIAL	[redacted]
TOTAL:	[redacted]

NOTE 01 COMPOSITE FILLINGS FOR POSTERIOR TEETH ARE REIMBURSED AS ROUTINE AMALGAM RESTORATIONS.
NOTE 02 THE ANNUAL INDIVIDUAL DEDUCTIBLE HAS BEEN MET.
MAIL COMPLETED DENTAL CLAIM FORM TO:
G H I, P.O.BOX 2838, NEW YORK NY 10116-2838

99

FOR ASSISTANCE, CALL 1-800-947-0101

D307N 50M 8/98

NON NEGOTIABLE

G+H

THIS IS NOT A CHECK. IT IS AN EXPLANATION OF YOUR RECENTLY SETTLED CLAIM(S).

05/01/00 000002

EXPLANATION OF BENEFITS

THIS STATEMENT REPRESENTS A RECENT SETTLEMENT WITH YOUR PARTICIPATING PROVIDER BETWEEN 05/01/00 AND 05/05/00

SUBSCRIBER'S NAME:J CERTIFICATE:

PATIENT'S NAME: R
PROVIDER'S NAME:DOROTA PODLINSKI DMD CLAIM:

SERVICES RENDERED:	ADA CODE	TOOTH	DATE OF SERVICE	ALLOWANCE	NOTE
INITIAL ORAL EXAM	00110	FM	01/06/99	[redacted]	
INTRA-ORAL/PERIAPICAL-1ST FILM	00220	06	01/06/99		
ADULT DENTAL PROPHYLAXIS	01110	FM	01/06/99		
PORCELAIN/BASE METAL CROWN	02751	06	01/06/99		01

DEDUCTIBLE: $25.00 COINSURANCE: $0.00 PAYMENT: [redacted]

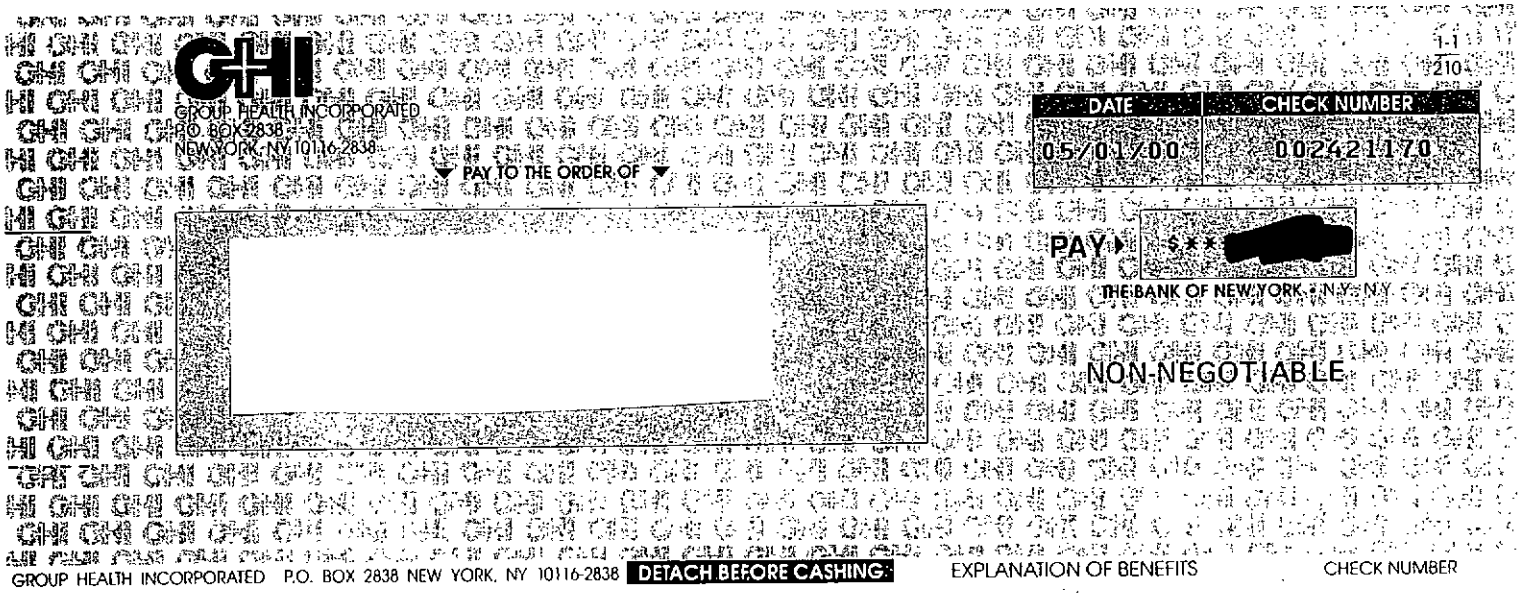
PAYMENT SUMMARY

TOTAL SETTLEMENT [redacted]

NOTE 01 THE ANNUAL INDIVIDUAL DEDUCTIBLE HAS BEEN MET.
MAIL COMPLETED DENTAL CLAIM FORM TO:
G H I, P.O.BOX 2838, NEW YORK NY 10116-2838

99

FOR ASSISTANCE, CALL 1-800-947-0101



SUBSCRIBER:[redacted]
CERTIFICATE #:
PATIENT:OLENA

PROVIDER:JAMES M SMITH DMD
CLAIM #:
CHECK #:
DATE:05/01/00

SERVICES RENDERED	ADA CODE	TOOTH	DATE OF SERVICE	CHARGE	GHI ALLOWANCE	NOTE
BITEWING XRAY - SINGLE FILM	00270	LL	04/20/00	$20.00	[redacted]	
BITEWING XRAY - SINGLE FILM	00270	LR	04/20/00	$20.00		
BITEWING XRAY - SINGLE FILM	00270	UL	04/20/00	$20.00		
BITEWING XRAY - SINGLE FILM	00270	UR	04/20/00	$20.00		
RESIN - ONE SURF, POST-PERM	02385	02	04/20/00	$92.00		01 02
RESIN - TWO SURFACES POST-PERM	02386	20	04/20/00	$137.00		01

TOTAL: $94.00

PAYMENT SUMMARY

GHI ALLOWANCE: [redacted]
MINUS: DEDUCTIBLE [redacted]
SUB-TOTAL:
MINUS: OUT-OF-NETWORK DIFFERENTIAL [redacted]

TOTAL: [redacted]

NOTE 01 COMPOSITE FILLINGS FOR POSTERIOR TEETH ARE REIMBURSED AS ROUTINE AMALGAM RESTORATIONS.
NOTE 02 THE ANNUAL INDIVIDUAL DEDUCTIBLE HAS BEEN MET.

MAIL COMPLETED DENTAL CLAIM FORM TO:
G H I, P.O.BOX 2838, NEW YORK NY 10116-2838

99

FOR ASSISTANCE, CALL 1-800-947-0101

NON NEGOTIABLE

G+H

THIS IS NOT A CHECK. IT IS AN EXPLANATION OF YOUR RECENTLY SETTLED CLAIM(S).

05/01/00 000003

EXPLANATION OF BENEFITS

THIS STATEMENT REPRESENTS A RECENT SETTLEMENT WITH YOUR PARTICIPATING PROVIDER BETWEEN 05/01/00 AND 05/05/00

SUBSCRIBER'S NAME: CERTIFICATE:

PATIENT'S NAME: J
PROVIDER'S NAME: ROSE DENTAL ASSOC CLAIM:(

SERVICES RENDERED:	ADA CODE	TOOTH	DATE OF SERVICE	ALLOWANCE	NOTE
PERIODIC ORAL EXAM	00120	FM	04/19/00	[redacted]	
PORCELAIN/BASE METAL CROWN	02751	12	04/19/00		01
PORCELAIN/BASE METAL CROWN	02751	14	04/19/00		
PERIO SCALING/PLANING - QUAD	04341	UL	04/19/00		

DEDUCTIBLE: $25.00 COINSURANCE: $0.00 PAYMENT: [redacted]

PAYMENT SUMMARY

TOTAL SETTLEMENT [redacted]

NOTE 01 THE ANNUAL INDIVIDUAL DEDUCTIBLE HAS BEEN MET.

MAIL COMPLETED DENTAL CLAIM FORM TO:
G H I, P.O.BOX 2838, NEW YORK NY 10116-2838

99

FOR ASSISTANCE, CALL 1-800-947-0101

NON NEGOTIABLE

G+H

THIS IS NOT A CHECK. IT IS AN EXPLANATION OF YOUR RECENTLY SETTLED CLAIM(S).
05/01/00 000001

EXPLANATION OF BENEFITS

THIS STATEMENT REPRESENTS A RECENT SETTLEMENT WITH YOUR PARTICIPATING PROVIDER BETWEEN 05/01/00 AND 05/05/00

SUBSCRIBER'S NAME: CERTIFICATE:

PATIENT'S NAME:
PROVIDER'S NAME: DOROTA PODLINSKI DMD CLAIM:

SERVICES RENDERED:	ADA CODE	TOOTH	DATE OF SERVICE	ALLOWANCE	NOTE
INITIAL ORAL EXAM	00110	FM	03/06/00	[redacted]	
INTRA-ORAL/PERIAPICAL-1ST FILM	00220	02	03/06/00		01
PANORAMIC X-RAY	00330	FM	03/06/00		
EXTRACTION - SINGLE TOOTH	07110	07	03/06/00		02
EXTRACTION - SINGLE TOOTH	07110	09	03/06/00		

DEDUCTIBLE: $25.00 COINSURANCE: $0.00 PAYMENT: [redacted]

PAYMENT SUMMARY

TOTAL SETTLEMENT [redacted]

NOTE 01 REIMBURSEMENT FOR THIS SERVICE IS INCLUDED IN THE ALLOWANCE FOR A FULL MOUTH OR PANORAMIC X-RAY.
NOTE 02 THE ANNUAL INDIVIDUAL DEDUCTIBLE HAS BEEN MET.

MAIL COMPLETED DENTAL CLAIM FORM TO:
G H I, P.O.BOX 2838, NEW YORK NY 10116-2838

99

FOR ASSISTANCE, CALL 1-800-947-0101

EXHIBIT G

SAMPLE COMMUNICATIONS MATERIAL

Order a New GHI ID Card

How Can I Get a New ID Card?

If you need a new GHI ID card, you can order one through GHI AnswerLine. Simply press in your GHI member identification number on the telephone keypad when prompted and the automated voice will confirm your name. You will receive your new ID card in approximately 10 days.

Here is your GHI AnswerLine reference card. Keep it in your wallet, on the refrigerator, or near your telephone. Remember, GHI AnswerLine is a fully automated service designed to help you save time! You can call 24 hours a day, 7 days a week for immediate access to information you need.

Now, with your touch-tone telephone, you can:

- Verify your eligibility
- Get basic benefit information
- Check the status of a claim
- Verify pre-determination status
- Verify member payment status
- Get participating provider information
- Order ID cards or claim forms

AnswerLine 212-501-4443

Call anytime, 7 days a week, 24 hours a day, for answers to almost any question about your GHI plan.

My GHI member identification number is:

Access our website:
For online service visit our website at **www.ghi.com**

AnswerLine

New York City
212-501-4443

Access GHI Information Through Your PC:

You can also visit our Web site to access current GHI information. You'll find eligibility and claims status information, a directory of providers and additional ways to contact customer service, and you'll even be able to request claim forms! You can get the same information you get on GHI AnswerLine plus more — including healthcare news and related links. (Access our Services Express option for a direct link to site services.) Visitors to the site can be assured that their personal information is kept strictly confidential. To avoid unauthorized access, GHI will issue you a computer generated PIN.

Our Web site address is:
www.ghi.com

GHI

We put the care back in healthcare

125M 3/2000 6976

24 Hours a Day!

AnswerLine

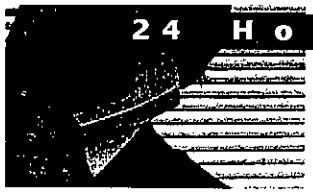
New York City 212-501-4443

Get answers to more questions about your dental plan, 24 hours a day, with your touch-tone telephone!

Dental

GHI

We put the care back in healthcare



24 Hour Service

What Is AnswerLine?

GHI AnswerLine is an automated touch-tone telephone system you can call anytime day or night for information about your GHI coverage. With GHI AnswerLine, simply call any one of the numbers listed on the cover and enter your GHI member identification number when prompted by the recorded voice.

It's easy. The recording guides you through a menu of options, allowing you to select the information or materials you need.

Here's just some of the important information available with GHI AnswerLine:

Verify Your Eligibility

Am I Covered?

AnswerLine will tell you if you are eligible for benefits. The recording will indicate the effective and termination dates of your coverage. It will also tell you if your GHI coverage is primary or secondary.

Basic Benefit Info

What Are My Benefits?

If you have questions concerning what benefits are covered when a participating provider is used select the benefit/co-payment menu option. For example, you may want to know the benefits your plan covers such as:

- Participating Provider Coverage, Out-of-Network Coverage, Preventive & Diagnostic Coverage, Restorative Coverage, Prosthetics and Orthodontic Coverage.

AnswerLine will also identify those dental procedures that require your dentist to submit a pre-determination of benefits prior to rendering service. Please check before you proceed with dental services.

Check Pre-determination Status

You will need the patient's date of birth and GHI member identification number, and the date on which the dental service was provided. You can check your pre-determination status and find out whether:

- The request is on file with GHI.
- Your request has been approved.

Member Payment Status

You will need the Certificate number to access payment status information. The system will inform you of the following:

- Whether your account is current and paid to date.
- Date your last check/payment was received.
- Date GHI cashed your last check.

Check on the Status of Your Claim

What is the Status of My Claim?

You will need the patient's date of birth and GHI member identification number, and the date on which the dental service was provided. With this information, you can easily determine:

- Whether GHI has received your claim.
- The date GHI received your claim.
- If your claim has been paid, was denied, or is in progress.

GHI AnswerLine is available 24 hours a day, 7 days a week!

How Can I Request Claim Forms?

You can request that claim forms be sent either to your mailing address on file with GHI or to another address you supply.

Provider Info

How Do I Obtain Provider Information?

Call AnswerLine to obtain provider names and numbers instantly. You can request up to three providers in the following categories:

Endodontists, General Practitioners, Oral Surgeons, Orthodontists, Pedodontists and Periodontists.

You may request the name of a participating dental provider near your address, or in a different locality. For names of providers outside your vicinity you will need to know the applicable zip code.

How Do I Receive Participating Dental Provider Listings?

Participating Dental Provider listings are updated daily, and can be sent to you according to the type of provider and the county requested. You can request *one* provider type per call.

GHI AnswerLine **212-501-4443**

Call anytime, 7 days a week, 24 hours a day to:

- Verify your eligibility
- Get basic benefit information
- Check the status of a claim
- Verify pre-determination status
- Verify member payment status
- Get participating provider information
- Order ID cards or claim forms

Write your GHI member identification number on the reverse side of this card, keep it handy at all times.

EXHIBIT H

ANNUAL FINANCIAL REPORT

GROUP HEALTH INCORPORATED

NEW YORK STATE DENTAL

CONTRACT PERIOD 1/1/01 - 12/31/01

		Core	Enhanced	Combined Total
1.	Earned Premium	$X	$X	$X
2a.	Paid Claims	$X	$X	$X
2b.	Liability for Outstanding Claims at End of Reporting Period	$X	$X	$X
2c.	Liability for Outstanding Claims at Beginning of Reporting Period	$X	$X	$X
2d.	Incurred Claims (2a. + 2b. - 2c.)	$X	$X	$X
3a.	Administrative Expenses	$X	$X	$X
3b.	Risk Charges (Included in other retention)			
3c.	Other Retention	$X	$X	$X
3d.	Total Retention (3a. + 3b. + 3c.)	$X	$X	$X
4a.	Gain/(Loss) (1. - 2d. - 3d.)	$X	$X	$X
4b.	Prior Deficit Carryover	$X	$X	$X
4c.	Total Gain/(Loss) (4a. + 4b.)	$X	$X	$X
5.	Annual Contracts	X	X	X

EXHIBIT I

SAMPLE FINANCIAL, UTILIZATION AND SURVEY RESULTS

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK
Optional Enhanced Program

County	Offeror's EXISTING Number of Participating Providers as of Proposal Due Date (Column 1)	Offeror's PROPOSED ADDITIONAL Number of Providers to be added prior to January 1, 2001 (Column 2)	Offeror's TOTAL Number of Participating Providers as of January 1, 2001 (Col. 1 + Col. 2) (Column 3)*
Albany	[redacted]	[redacted]	[redacted]
Allegany	n/a	n/a	
Bronx	n/a	n/a	
Broome	n/a	n/a	
Cattaraugus	n/a	n/a	
Cayuga	n/a	n/a	
Chautauqua	n/a	n/a	
Chemung	n/a	n/a	
Chenango	n/a	n/a	
Clinton	n/a	n/a	
Columbia	n/a	n/a	
Cortland	n/a	n/a	
Delaware	n/a	n/a	
Dutchess	n/a	n/a	
Erie	n/a	n/a	
Essex	n/a	n/a	
Franklin	n/a	n/a	
Fulton	n/a	n/a	
Genesee	n/a	n/a	
Greene	n/a	n/a	
Hamilton	n/a	n/a	
Herkimer	n/a	n/a	
Jefferson	n/a	n/a	
Kings	n/a	n/a	
Lewis	n/a	n/a	
Livingston	n/a	n/a	
Madison	n/a	n/a	
Monroe	n/a	n/a	
Montgomery	n/a	n/a	
Nassau	n/a	n/a	
New York	n/a	n/a	
Niagara	n/a	n/a	
Oneida	n/a	n/a	
Onondaga	n/a	n/a	
Ontario	n/a	n/a	
Orange	n/a	n/a	
Orleans	[redacted]	n/a	

* Projected network based on corporate objective

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK
Optional Enhanced Program

County	Offeror's EXISTING Number of Participating Providers as of Proposal Due Date (Column 1)	Offeror's PROPOSED ADDITIONAL Number of Providers to be added prior to January 1, 2001 (Column 2)	Offeror's TOTAL Number of Participating Providers as of January 1, 2001 (Col 1 + Col 2) (Column 3)*
Otsego	n/a	n/a	
Oswego	n/a	n/a	
Putnam	n/a	n/a	
Queens	n/a	n/a	
Rensselaer	n/a	n/a	
Richmond	n/a	n/a	
Rockland	n/a	n/a	
Saratoga	n/a	n/a	
Schenectady	n/a	n/a	
Schoharie	n/a	n/a	
Schuyler	n/a	n/a	
Seneca	n/a	n/a	
St. Lawrence	n/a	n/a	
Steuben	n/a	n/a	
Suffolk	n/a	n/a	
Sullivan	n/a	n/a	
Tioga	n/a	n/a	
Tompkins	n/a	n/a	
Ulster	n/a	n/a	
Warren	n/a	n/a	
Washington	n/a	n/a	
Wayne	n/a	n/a	
Westchester	n/a	n/a	
Wyoming	n/a	n/a	
Yates	n/a	n/a	
TOTALS	**n/a**	**n/a**	

* Projected network based on corporate objective

Summary of Dental
Services Payments

Quarter, 1999

GROUP NAME	PARTICIPATING			NON-PARTICIPATING			TOTAL				PAR	Non-PAR
SERVICES	Number of Services	Submitted Charges	GHI Payment	Number of Services	Submitted Charges	GHI Payment	Total # Of Services	Total Charges	Total GHI Payment	Payment as % of Total Payment		
Preventive	[redacted]	$824,290	[redacted]	[redacted]	$273,163	[redacted]	[redacted]	$1,097,453	[redacted]	[redacted]	[redacted]	
Restorative-Minor	[redacted]	$909,969	[redacted]	[redacted]	$275,646	[redacted]	[redacted]	$1,185,615	[redacted]	[redacted]	[redacted]	
Restorative-Major	[redacted]	$1,133,928	[redacted]	[redacted]	$189,137	[redacted]	[redacted]	$1,323,065	[redacted]	[redacted]	[redacted]	
Oral Surgery	[redacted]	$145,694	[redacted]	[redacted]	$51,641	[redacted]	[redacted]	$197,335	[redacted]	[redacted]	[redacted]	
Orthodontia	[redacted]	$229,665	[redacted]	[redacted]	$343,871	[redacted]	[redacted]	$573,536	[redacted]	[redacted]	[redacted]	
Miscellaneous	[redacted]	($2,608)	[redacted]	[redacted]	$15,915	[redacted]	[redacted]	$13,307	[redacted]		[redacted]	
GRAND TOTAL	[redacted]	$3,240,938	[redacted]	[redacted]	[redacted]1,149,373	[redacted]	[redacted]	$4,390,311	[redacted]	[redacted]	[redacted]	

SUMMARY INFORMATION

Total GHI Payment	$	[redacted]
Claims By		
Enrollees	$	[redacted]
Dependents	$	
Participating Provider		

PARTICIPATION % BY SERVICE

Preventive	[redacted]
Restorative-Minor	
Restorative-Major	
Oral Surgery	
Orthodontia	
Miscellaneous	
Total	

GROUP HEALTH INCORPORATED

NYS DENTAL PROGRAMS
CALENDAR YEAR 1997 - 1999
PEF

KEY VOLUME INDICES
CALENDAR DAYS
1 - 7 DAYS
1 - 14 DAYS
1 - 21 DAYS
1 -30 DAYS
OVER 30 DAYS
AVERAGE DAYS

CALENDAR YEAR		
1999	1998	1997
CLAIMS CYCLE TIME		
45.4%	99.0%	90.4%
98.4%	99.8%	98.1%
100.0%	99.9%	99.7%
100.0%	100.0%	100.0%
100.0%	100.0%	100.0%
7.7	4.8	8.7

CALENDAR YEAR		
1999	1998	1997
PRE-DETERMINATION CYCLE TIME		
41.8%	95.7%	78.1%
96.7%	99.8%	97.6%
100.0%	100.0%	99.6%
100.0%	100.0%	100.0%
100.0%	100.0%	100.0%
8.5	6.8	11.5

GROUP HEALTH INCORPORATED

NYS DENTAL PROGRAMS
CALENDAR YEAR 1997 - 1999
NYSCOPBA

KEY VOLUME INDICES
CALENDAR DAYS
1 - 7 DAYS
1 - 14 DAYS
1 - 21 DAYS
1 -30 DAYS
OVER 30 DAYS
AVERAGE DAYS

CALENDAR YEAR		
1999	1998	1997
CLAIMS CYCLE TIME		
45.4%	99.2%	91.3%
98.4%	100.0%	98.4%
100.0%	100.0%	99.7%
100.0%	100.0%	99.7%
100.0%	100.0%	100.0%
8.0	**4.6**	**8.6**

CALENDAR YEAR		
1999	1998	1997
PRE-DETERMINATION CYCLE TIME		
41.8%	95.9%	79.1%
96.7%	100.0%	97.9%
100.0%	100.0%	99.5%
100.0%	100.0%	100.0%
100.0%	100.0%	100.0%
8.1	**7.7**	**11.6**

GROUP HEALTH INCORPORATED

NYS DENTAL PROGRAMS
CALENDAR YEAR 1997 - 1999
MAN/CON

KEY VOLUME INDICES
CALENDAR DAYS
1 - 7 DAYS
1 - 14 DAYS
1 - 21 DAYS
1 -30 DAYS
OVER 30 DAYS
AVERAGE DAYS

CALENDAR YEAR		
1999	1998	1997
CLAIMS CYCLE TIME		
50.2%	98.7%	91.9%
98.6%	99.5%	98.0%
99.8%	99.8%	99.8%
100.0%	100.0%	100.0%
100.0%	100.0%	100.0%
7.5	4.7	8.5

CALENDAR YEAR		
1999	1998	1997
PRE-DETERMINATION CYCLE TIME		
42.7%	96.1%	74.4%
98.9%	99.5%	96.5%
99.5%	100.0%	99.0%
100.0%	100.0%	99.5%
100.0%	100.0%	100.0%
8.2	7.3	12.0

GROUP HEALTH INCORPORATED

NYS DENTAL PROGRAMS
CALENDAR YEAR 1997 - 1999
PBA/Troopers

KEY VOLUME INDICES
CALENDAR DAYS
1 - 7 DAYS
1 - 14 DAYS
1 - 21 DAYS
1 -30 DAYS
OVER 30 DAYS
AVERAGE DAYS

CALENDAR YEAR		
1999	1998	1997
CLAIMS CYCLE TIME		
49.2%	98.7%	91.9%
98.3%	99.5%	98.0%
100.0%	99.8%	99.8%
100.0%	100.0%	100.0%
100.0%	100.0%	100.0%
7.7	**4.7**	**8.5**

CALENDAR YEAR		
1999	1998	1997
PRE-DETERMINATION CYCLE TIME		
39.5%	96.1%	74.4%
97.7%	99.5%	96.5%
100.0%	100.0%	99.0%
100.0%	100.0%	99.5%
100.0%	100.0%	100.0%
8.3	**7.3**	**12.0**

GROUP HEALTH INCORPORATED

NYS DENTAL PROGRAMS
CALENDAR YEAR 1997 - 1999
PIA

KEY VOLUME INDICES
CALENDAR DAYS
1 - 7 DAYS
1 - 14 DAYS
1 - 21 DAYS
1 -30 DAYS
OVER 30 DAYS
AVERAGE DAYS

CALENDAR YEAR		
1999	1998	1997
CLAIMS CYCLE TIME		
41.3%	98.7%	91.9%
93.5%	99.5%	98.0%
100.0%	99.8%	99.8%
100.0%	100.0%	100.0%
100.0%	100.0%	100.0%
7.3	**4.7**	**8.5**

CALENDAR YEAR		
1999	1998	1997
PRE-DETERMINATION CYCLE TIME		
34.9%	96.1%	74.4%
97.8%	99.5%	96.5%
100.0%	100.0%	99.0%
100.0%	100.0%	99.5%
100.0%	100.0%	100.0%
9.1	**7.3**	**12.0**

GROUP HEALTH INCORPORATED

NYS DENTAL PROGRAMS
CALENDAR YEAR 1997 - 1999
PBA/Supervisors

KEY VOLUME INDICES
CALENDAR DAYS
1 - 7 DAYS
1 - 14 DAYS
1 - 21 DAYS
1 -30 DAYS
OVER 30 DAYS
AVERAGE DAYS

CALENDAR YEAR		
1999	1998	1997
CLAIMS CYCLE TIME		
37.5%	98.7%	91.9%
93.8%	99.5%	98.0%
100.0%	99.8%	99.8%
100.0%	100.0%	100.0%
100.0%	100.0%	100.0%
8.0	**4.7**	**8.5**

CALENDAR YEAR		
1999	1998	1997
PRE-DETERMINATION CYCLE TIME		
38.1%	96.1%	74.4%
95.2%	99.5%	96.5%
100.0%	100.0%	99.0%
100.0%	100.0%	99.5%
100.0%	100.0%	100.0%
9.4	**7.3**	**12.0**

GROUP HEALTH INCORPORATED

NYS DENTAL PROGRAMS
CALENDAR YEAR 1997 - 1999
COUNCIL 82

KEY VOLUME INDICES	CALENDAR YEAR		
	1999	1998	1997

CALENDAR DAYS	CLAIMS CYCLE TIME		
1 - 7 DAYS	45.0%	99.2%	91.3%
1 - 14 DAYS	98.5%	100.0%	98.4%
1 - 21 DAYS	99.9%	100.0%	99.7%
1 -30 DAYS	100.0%	100.0%	99.7%
OVER 30 DAYS	100.0%	100.0%	100.0%
AVERAGE DAYS	7.7	4.6	8.6

CALENDAR YEAR		
1999	1998	1997

PRE-DETERMINATION CYCLE TIME		
43.2%	95.9%	79.1%
96.1%	100.0%	97.9%
100.0%	100.0%	99.5%
100.0%	100.0%	100.0%
100.0%	100.0%	100.0%
8.4	7.7	11.6

EXHIBIT J

SAMPLE SCHEDULE OF ALLOWANCES

Core Component
Participating Provider Schedule of Services and Utilization

	ADA Code	Description	Manhattan Scheduled Amount Par	Westchester Scheduled Amount Par	Other Scheduled Amount Par	Group I Scheduled Amount Non Par	Group II Scheduled Amount Non Par	Projected # of Services		
								Par	Non Par	Total
1	00110	Initial Exam including Charting	[redacted]							
2	00120	Periodic oral exam								
3	00130	Emergency oral exam								
4	00140	Limited oral evaluation-problem focused								
5	00150	Comprehensive oral evaluation								
6	00210	X-rays: Intraoral complete series								
7	00220	X-rays: Intraoral single film, first film								
8	00230	X-rays: Intraoral each additional film								
9	00270	X-rays: Bitewing first film								
10	00330	X-rays: Panoramic maxilla and mandible single film								
11	01110	Prophylaxis 12 years of age or over								
12	01120	Prophylaxis under 12 years of age								
13	01203	Topical Fluoride Treatment								
14	01204	Topical Fluoride Treatment								
15	01220	Fluoride Treatment (similar to code 01203)								
16	01230	Fluoride Treatment (similar to code 01204)								
17	01351	Sealant, per tooth								
18	02051	Restorations: Crown over Implant (similar to code 02751)								
19	02110	Restorative Amalgam Restorations: One Surface, primary								
20	02120	Restorative Amalgam Restorations: Two Surfaces, primary								
21	02130	Restorative Amalgam Restorations: Three Surfaces, primary								
22	02140	Restorative Amalgam Restorations: One Service, permanent								
23	02150	Restorative Amalgam Restorations:Two surfaces, permanent								
24	02160	Restorative Amalgam Restorations:three or more surfaces, permanent								
25	02161	Restorative Amalgam Restorations:four or more surfaces, permanent								
26	02330	Resin-one surface, anterior								
27	02331	Resin-two surfaces, anterior								
28	02332	Resin- three surfaces, anterior								
29	02335	Resin-four or more surfaces or including incisal angle, anterior								
30	02381	Resin-two surfaces, posterior primary								
31	02385	Resin, one surface, posterior-permanent								
32	02386	Resin, two surfaces, posterior-permanent								
33	02387	Resin, three or more surfaces, posterior-permanent								
34	02740	Prosthetic Services: porcelain jacket crown								
35	02750	Prosthetic Services:Crown-porcelain fused to high noble metal								
36	02751	Prosthetic Services:Crown fused to predominantly base metal								
37	02752	Prosthetic Services:Crown with porcelain fused to noble metal								
38	02790	Prosthetic Services:full cast crown fused to high noble metal								
39	02791	Prosthetic Services:full cast crown, predominantly base metal								
40	02792	Prosthetic Services:full cast crown, noble metal								
41	02891	Prosthetic Services: Post and core (similar to code 02952)								

Core Component
Participating Provider Schedule of Services and Utilization

	ADA Code	Description	Manhattan Scheduled Amount Par	Westchester Scheduled Amount Par	Other Scheduled Amount Par	Group I Scheduled Amount Non Par	Group II Scheduled Amount Non Par	Projected # of Services Par	Non Par	Total
42	02892	Prosthetic Services:Post and core (similar to code 02954)								
43	02920	Repair of Prosthetic:Crown or facing								
44	02930	Prosthetic Services:Pre-fabricated stainless steel crowns								
45	02951	Restorative Amalgam Restorations:Reinforcement pins, maximum 1 per tooth								
46	02952	Cast post and core in addition to crown								
47	02954	Inlays used as Abutments: post w/or w/out coping								
48	03220	Therapeutic Pulpotomy (excluding final restoration)								
49	03310	Root Canal Therapy: One tooth, one canal filled								
50	03320	Root Canal Therapy: One tooth, two canal filled			2					
51	03330	Root Canal Therapy - 3 Canals			3					
52	03348	Root Canal Therapy Retreatment-3 Canals			3					
53	03410	Periapical Services:Apicoectomy-1st root								
54	03420	Periapical Services: Apicoectomy, including root canal filling (similar to code 03421)								
55	04210	Gingivectomy or Gingivoplasty per quadrant min 5 teeth								
56	04220	Gingival Curettage, surgical, per quadrant								
57	04259	Osseous surgery-per tooth (similar to code 04263)								
58	04260	Osseous surgery-per quadrant min 5 teeth								
59	04261	Osseous graft - single site								
60	04340	Periodontal treatment (similar to code 04355)								
61	04341	Periodontal scaling and root planing, per quadrant								
62	04345	Periodontal treatment								
63	04355	Periodontal -full mouth debridement to enable comprehensive evaluation								
64	04910	Periodontal maintenance procedure, following active therapy								
65	05110	Dentures: Full permanent upper jaw								
66	05120	Dentures: Full permanent lower jaw								
67	05130	Dentures: Immediate, maxillary								
68	05213	Partial Dentures: bilateral chrome cobalt alloy upper jaw								
69	05214	Partial Dentures: bilateral chrome cobalt alloy lower jaw								
70	05241	Partial Dentures: upper jaw (similar to code 05213)								
71	05261	Partial Dentures: upper jaw (similar to code 05214)								
72	05650	Partial Dentures: additional tooth								
73	06240	Bridge Pontics: Porcelain fused to high noble metal								
74	06241	Bridge Pontics: Porcelain fused to metal								
75	06242	Bridge Pontics: Porcelain fused to metal								
76	06545	Crowns as Abutments: Maryland bridge retainer								
77	06750	Crowns as Abutments: Full cast crown w/porcelain veneer backing								
78	06751	Prosthetic Services:Crown with porcelain fused to base metal								
79	06752	Prosthetic Services:Crown with porcelain fused to noble metal								
80	06930	Repair of Prosthetic: Two or more abutments								
81	07110	Extractions: Single tooth								
82	07120	Extractions: Each additional tooth								

Core Component
Participating Provider Schedule of Services and Utilization

	ADA Code	Description	Manhattan Scheduled Amount Par	Westchester Scheduled Amount Par	Other Scheduled Amount Par	Group I Scheduled Amount Non Par	Group II Scheduled Amount Non Par	Projected # of Services Par	Non Par	Total
83	07210	Oral Surgery: Difficult extraction								
84	07220	Oral Surgery: Soft tissue extraction								
85	07230	Oral Surgery: Partial bony impaction								
86	07240	Oral Surgery: Completely covered by bone								
87	07241	Oral Surgery: Removal of impacted tooth, completely bony, complicated								
88	07510	Oral Surgery: incision and drainage of abscess								
89	07960	Oral Surgery: Removal of labial frenum								
90	08020	Orthodontics: limited treatment of transitional dentition[1]								
91	08030	Orthodontics: limited treatment of adolescent dentition[1]								
92	08080	Orthodontics: comprehensive treatment of adolescent dentition[1]								
93	08399	Orthodontics[1]:								
94	08570	Orthodontics[1]:								
95	08590	Orthodontics[1]:								
96	08599	Orthodontics[1]:								
97	08670	Orthodontics: periodic treatment visit[1]								
98	08750	passive orthodontic treatment per 6 months of treatment max 18 months[1]								
99	09110	Emergency Visit (Palliative)								
100	09310	Consultation (provided by dentist other than treating dentist)								
		Total								

[1] Codes will no longer be effective as of 2001; refer to CDT-3 list

EXHIBIT V. A. 3

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK – RETIREE PROGRAM

ENHANCED
Retiree Program

County	Offeror's EXISTING Number of Participating Providers as of Proposal Due Date (Column 1)	Offeror's PROPOSED Number of Providers as of 1/1/01 (Column 2)	Offeror's Proposed Number of Participating Providers as of Dec. 31, 2005 (Column 3)
Albany			
Allegany			
Bronx			
Broome			
Cattaraugus			
Cayuga			
Chautauqua			
Chemung			
Chenango			
Clinton			
Columbia			
Cortland			
Delaware			
Dutchess			
Erie			
Essex			
Franklin			
Fulton			
Genesee			
Greene			
Hamilton			
Herkimer			
Jefferson			
Kings			
Lewis			
Livingston			
Madison			
Monroe			
Montgomery			
Nassau			
New York			
Niagara			
Oneida			
Onondaga			
Ontario			
Orange			
Orleans			

ENHANCED
Retiree Program

County	Offeror's EXISTING Number of Participating Providers as of Proposal Due Date (Column 1)	Offeror's PROPOSED Number of Providers as of 1/1/01 (Column 2)	Offeror's Proposed Number of Participating Providers as of Dec. 31, 2005 (Column 3)
Otsego			
Oswego			
Putnam			
Queens			
Rensselaer			
Richmond			
Rockland			
Saratoga			
Schenectady			
Schoharie			
Schuyler			
Seneca			
St. Lawrence			
Steuben			
Suffolk			
Sullivan			
Tioga			
Tompkins			
Ulster			
Warren			
Washington			
Wayne			
Westchester			
Wyoming			
Yates			
TOTALS			

EXHIBIT V. A. 2

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK – OPTIONAL ENHANCED PROGRAM

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK
Optional Enhanced Program

County	Offeror's EXISTING Number of Participating Providers as of Proposal Due Date (Column 1)	Offeror's PROPOSED ADDITIONAL Number of Providers to be added prior to January 1, 2001 (Column 2)	Offeror's TOTAL Number of Participating Providers as of January 1, 2001 (Col. 1 + Col. 2) (Column 3)*
Albany	n/a	n/a	
Allegany	n/a	n/a	
Bronx	n/a	n/a	
Broome	n/a	n/a	
Cattaraugus	n/a	n/a	
Cayuga	n/a	n/a	
Chautauqua	n/a	n/a	
Chemung	n/a	n/a	
Chenango	n/a	n/a	
Clinton	n/a	n/a	
Columbia	n/a	n/a	
Cortland	n/a	n/a	
Delaware	n/a	n/a	
Dutchess	n/a	n/a	
Erie	n/a	n/a	
Essex	n/a	n/a	
Franklin	n/a	n/a	
Fulton	n/a	n/a	
Genesee	n/a	n/a	
Greene	n/a	n/a	
Hamilton	n/a	n/a	
Herkimer	n/a	n/a	
Jefferson	n/a	n/a	
Kings	n/a	n/a	
Lewis	n/a	n/a	
Livingston	n/a	n/a	
Madison	n/a	n/a	
Monroe	n/a	n/a	
Montgomery	n/a	n/a	
Nassau	n/a	n/a	
New York	n/a	n/a	
Niagara	n/a	n/a	
Oneida	n/a	n/a	
Onondaga	n/a	n/a	
Ontario	n/a	n/a	
Orange	n/a	n/a	
Orleans	n/a	n/a	

* Projected network based on corporate objective

OFFEROR'S PROPOSED PARTICIPATING PROVIDER NETWORK
Optional Enhanced Program

County	Offeror's EXISTING Number of Participating Providers as of Proposal Due Date (Column 1)	Offeror's PROPOSED ADDITIONAL Number of Providers to be added prior to January 1, 2001 (Column 2)	Offeror's TOTAL Number of Participating Providers as of January 1, 2001 (Col. 1 + Col. 2) (Column 3)*
Otsego	n/a	n/a	
Oswego	n/a	n/a	
Putnam	n/a	n/a	
Queens	n/a	n/a	
Rensselaer	n/a	n/a	
Richmond	n/a	n/a	
Rockland	n/a	n/a	
Saratoga	n/a	n/a	
Schenectady	n/a	n/a	
Schoharie	n/a	n/a	
Schuyler	n/a	n/a	
Seneca	n/a	n/a	
St. Lawrence	n/a	n/a	
Steuben	n/a	n/a	
Suffolk	n/a	n/a	
Sullivan	n/a	n/a	
Tioga	n/a	n/a	
Tompkins	n/a	n/a	
Ulster	n/a	n/a	
Warren	n/a	n/a	
Washington	n/a	n/a	
Wayne	n/a	n/a	
Westchester	n/a	n/a	
Wyoming	n/a	n/a	
Yates	n/a	n/a	
TOTALS	**n/a**	**n/a**	

* Projected network based on corporate objective