



Formal Offer Letter (Attachment 3)

Date: July 16, 2020

NYS Department of Civil Service
Agency Building #1, 17th Floor
Empire State Plaza
Albany, New York 12239

RE: "Health Maintenance Organizations Specifications for the New York State Health Insurance Program"

Firm Offer to the State of New York

Health Insurance Plan of Greater New York (HIP) doing business as EmblemHealth hereby submits this firm and binding offer to the State of New York in response to the Department's specifications request, entitled "Health Maintenance Organizations Specifications for the New York State Health Insurance Program". The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced specifications and in the manner set forth in the specifications.

Health Insurance Plan of Greater New York doing business as EmblemHealth accepts the terms and conditions as set forth in the specifications, Section 8 and Appendices A, B, and C, as modified by the Department and Offeror's negotiations in response to the Non-Material Deviations Template (Attachment 8) and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in the specifications in the manner set forth in the specifications.

Health Insurance Plan of Greater New York doing business as EmblemHealth agrees to execute a contractual agreement that includes the terms and conditions set forth in Section 8 of these specifications and accepts as non-negotiable the terms and conditions set forth in Appendix A. Offeror agrees to only submit for consideration non-material deviations to these specifications and Appendices B, and C using the Non-Material Deviations Template (Attachment 8).

Health Insurance Plan of Greater New York doing business as EmblemHealth further agrees, if selected as a result of these specifications, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section 4.6 and 4.7 of the specifications.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the specifications. In the event that a contract is not approved by the NYS Comptroller within the 365-day period, this offer shall remain firm and binding beyond the 365-day period and until a contract is approved by the NYS Comptroller, unless Health Insurance Plan of Greater New York doing business as EmblemHealth delivers to the Department of Civil Service written notice of withdrawal of its Proposal.



Health Insurance Plan of Greater New York doing business as EmblemHealth's complete offer is set forth as follows:

Administrative and Technical Proposal:

Total of sixteen (16) electronic copies on USB drives that each contain the Administrative and Technical Proposal and fourteen (14) hard copy volumes of the Administrative Proposal, including one ORIGINAL hard copy and fourteen (14) hard copy volumes of the Technical Proposal, including one ORIGINAL hard copy.

Complete Electronic Master Proposal:

One (1) USB drive containing all two sections (Administrative and Technical) of the Offeror's Proposal and electronic copies of all materials and documents present in the Original hard copies.

Offeror's Senior Officer Responsible for Account contact information

Name:

George Babitsch, Senior Vice President, Account Management

Address:

55 Water Street New York, NY 10041

Phone number:

(646) 447-0092

Email address:

gbabitsch@emblemhealth.com

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ATTACHMENT 3

 <p>Department of Civil Service</p>	<p>Formal Offer Letter - "Health Maintenance Organizations Specifications for the New York State Health Insurance Program"</p>
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The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **Health Insurance Plan of Greater New York** and possesses the legal authority and capacity to act on behalf of **Health Insurance Plan of Greater New York** to execute a contract with the State of New York.

The Offeror certifies that all information provided to the Department with respect to State Finance Law §139-k is complete, true and accurate. The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Health Insurance Plan of Greater New York

Signature: _____ Title: Senior Vice President, Account Mgmt.

PRINT SIGNATORY'S NAME: George Babitsch Date: 7-17-2020

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT
STATE OF }
COUNTY OF } Sworn Statement:

On the 17 day of July in the year 2020, before me personally appeared George Babitsch, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at Town of New York County of New York, State of New York; and further that:

___ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

X (If a corporation): he is the Senior Vice President, Account Management of Health Insurance Plan of Greater New York, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

___ (If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

___ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public _____ Date: 07/17/2020

