



625 State Street  
Schenectady, NY 12305-2111  
mvphealthcare.com

July 23 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**

**MVP Health Plan, Inc.** 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.

**MVP Health Plan, Inc.** 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.

**MVP Health Plan, Inc.** 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).

**MVP Health Plan, Inc.** 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 180 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 **MVP Health Plan, Inc.** delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

**MVP Health Plan, Inc.**'s complete offer is set forth as follows:

Administrative and Technical Proposal:

Total of eight (8) electronic copies on a USB drive that each contain the Administrative and Technical Proposal and three (3) hard copy volumes, 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:** Kelly Smith, Sr. Vice President, Chief of Sales

**Address:** 625 State St., Schenectady, NY 12305

**Phone number:** (518) 386.7431

**Email address:** KSmith@mvphealthcare.com

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **MVP Health Plan, Inc.** and possesses the legal authority and capacity to act on behalf of **MVP Health Plan, Inc.** 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.

MVP Health Plan, Inc.

Signature



Title: Chief of Sales (SVP)

PRINT SIGNATORY'S NAME: Kelly Smith

Date: 7/23/20

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF Albany

Sworn Statement:

On the 23 day of July in the year 2020, before me personally appeared

Kelly Smith, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that she maintains an office at

Town of Schenectady  
County of Schenectady, 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.  
 (If a corporation): she is the Chief of Sales of MVP Health Plan Inc, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, she 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: 7/23/2020

