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## New York State Department of Civil Service

Administrative Proposal - Redacted

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# Dental Plan Services RFP - FINAL

## Section 4: Administrative Proposal

This section of the RFP sets forth the requirements for the Offeror's Administrative Proposal. The Department will consider for evaluation and selection purposes only those Proposals the Department determines to be in compliance with the requirements set forth in this section of the RFP. Any Offeror which fails to satisfy any of these requirements shall be eliminated from further consideration.

The Offeror's Administrative Proposal must respond to all of the following items as set forth below in the order and format specified and using the forms set forth in this RFP. Additional details pertaining to the required forms are found in Section 2 of this RFP.

Acknowledged.

### 4.1 Formal Offer Letter

The Offeror must submit a formal offer in the form of the Formal Offer Letter (Attachment 3). The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the State. The copy of the Offeror's Administrative Proposal marked "ORIGINAL" requires a letter with an original signature; the remaining copies of the Offeror's Administrative Proposal may contain photocopies of the signature. Except as otherwise permitted under section 2.1(6), Bid Deviations, the Offeror must accept the terms and conditions as set forth in this RFP, Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), Information Security Requirements (Appendix C) and Glossary of Defined Terms (Attachment 15), and agree to enter into a Contractual Agreement with the Department containing, at a minimum, the terms and conditions identified in this RFP and appendices as cited herein. If an Offeror proposes to include the services of a Subcontractor(s) or Affiliate(s), the Offeror must be required to assume responsibility for those services as "Prime Contractor." The Department will consider the Prime Contractor solely responsible for Contractual matters.

Confirmed. Please refer to Section 2 for the completed *Formal Offer Letter (Attachment 3)*.

### 4.2 Offeror Attestation Form

The Offeror must complete and submit an executed copy of the Offeror Attestations Form (Attachment 13) attesting that it meets or exceeds the criteria for eligibility to bid as set forth in Section 1 of this RFP. A person legally authorized to represent the Offeror must execute this certification.

Confirmed. Please refer to Section 3 for the completed *Offeror Attestations Form (Attachment 13)*.

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## 4.3 Subcontractors or Affiliates

The Offeror must complete the Subcontractors or Affiliates form (Attachment 9) to identify all Subcontractors or Affiliates with whom the Offeror subcontracts to provide Project Services. For purposes of reporting in the Subcontractors or Affiliates form (Attachment 9), Subcontractors include:

1. All vendors who will provide \$100,000 or more in Project Services over the term of the Contract that results from this RFP; or
2. Any vendor who will provide Project Services in an amount lower than the \$100,000 threshold, and who is a part of the Offeror's Account Team (described in section 3.1, Account Team).

For each Subcontractor identified, the Offeror must complete and submit the Subcontractors or Affiliates form (Attachment 9) and indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Subcontractor for services to be provided by such subcontractor relating to the RFP. On the Subcontractors or Affiliates form (Attachment 9), the Offeror must:

1. Mark the applicable box if the Offeror will not be subcontracting with any Subcontractor(s) or Affiliate(s) to provide Project Services.
2. Indicate whether or not, as of the date of the Offeror's Proposal, a subcontract (or shared services agreement) has been executed between the Offeror and the Subcontractor or Affiliate for services to be provided by the Subcontractor or Affiliate relating to this RFP.
3. Provide a brief description of the services to be provided by the Subcontractor or Affiliate.
4. Provide a description of any current relationships with such Subcontractor or Affiliate and the clients/projects that the Offeror and Subcontractor or Affiliate are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

Confirmed. Anthem is committed to minimizing the use of third-party subcontractors and affiliates. [REDACTED]

Please refer to Section 4 for the completed *Subcontractors or Affiliates forms (Attachment 9)*.

## 4.4 New York State Standard Vendor Responsibility Questionnaire

The Offeror must complete and submit an executed copy of the New York State Vendor Responsibility Questionnaire. A person legally authorized to represent the Offeror must execute the questionnaire. The questionnaire must be completed by all Subcontractors as defined above.

The Department recommends each Offeror file the required Questionnaire online via the New York State VendRep System. To use the VendRep System, please refer to: <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

By submitting a Proposal, the Offeror agrees to fully and accurately complete the Questionnaire. The Offeror acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Offeror is responsible, and that the State will rely on the Offeror's responses to the Questionnaire when making its responsibility determination. The Offeror agrees that if it is found by the State that the Offeror's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

Confirmed. As requested, we completed the New York State Vendor Responsibility Questionnaire.

## 4.5 New York State Tax Law Section 5-a

Tax Law § 5-a requires certain Offerors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Offeror's sales delivered into NYS is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any Affiliates and subcontractors whose sales delivered into NYS exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

An Offeror is required to file the completed and notarized Form ST-220-CA with the Department certifying that the Offeror filed the ST-220-TD with DTF. If the forms are not completed and returned with bid submission, the Offeror should complete and return the certification forms within five Business Days from the date of request. Failure to make either of these filings may render an Offeror non-responsive and non-responsible. The Offeror must take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Offeror certification forms and instructions are provided below.

1. Form ST-220-TD must be filed with and returned directly to DTF and can be found at: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Offeror, its Affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.

Confirmed. We previously submitted Form ST-220-TD directly to The New York State Department of Civil Service (the Department) on July 16, 2021, under the name Empire HealthChoice Assurance, Inc. dba Empire BlueCross. On January 1, 2024, our name will evolve from Empire HealthChoice Assurance, Inc. dba Empire BlueCross to Anthem HealthChoice Assurance, Inc. dba Anthem Blue Cross. Our FEIN will not change.

2. Form ST-220-CA must be submitted to the Department. This form provides the required certification that the Offeror filed the ST-220-TD with DTF. This form can be found at: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

Confirmed. Please refer to Section 5 for the completed and signed Form ST-220-CA.

## 4.6 Insurance Requirements

Prior to the start of work the Offeror shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this RFP, policies of insurance as required by this section, written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by DFS to issue insurance in the State of New York. The Department may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

While acceptance of insurance documentation shall not be unreasonably withheld, conditioned, or delayed, acceptance and/or approval by the Department does not, and shall not be construed to, relieve an Offeror of any obligations, responsibilities or liabilities under this RFP or any Contract resulting from this RFP. The Offeror shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this RFP.

1. **General Conditions**

- a. All policies of insurance required by this Solicitation or any Contract resulting from this RFP shall comply with the following requirements:

- i. Coverage Types and Policy Limits. The types of coverage and policy limits required from the selected Offeror are specified in Section 4.6(2) of this RFP.

Confirmed.

- ii. Policy Forms. Except as may be otherwise specifically provided herein or agreed to in any Contract resulting from this RFP, all policies of insurance shall be written on an occurrence basis.

Confirmed.

- iii. Certificates of Insurance/Notices. The selected Offeror shall provide the Department with a Certificate or Certificates of Insurance, in a form satisfactory to the Department, as detailed below, and pursuant to the timelines set forth in Section 4.6(1)(m) of this RFP. Certificates should reference the Solicitation or award number and shall name the New York State Department of Civil Service, Agency Building 1, Anthem State Plaza, Albany, NY 12239, as the certificate holder.

Confirmed.

- iv. Document Submissions. An Offeror shall deliver to the Department evidence of the insurance required by this RFP and any Contract resulting from this RFP upon notification of tentative award.

Confirmed.

- b. Certificates of Insurance shall:

- i. Be in the form acceptable to the Department and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);

Confirmed.

- ii. Disclose any deductible, self-insured retention, aggregate limit, or any exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;

Confirmed.

- iii. Be signed by an authorized representative of the insurance carrier of the referenced insurance carriers; and

Confirmed.

- iv. Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement as applicable: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

[REDACTED]

- c. Only original documents (Certificates of Insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted. The Department generally requires an Offeror to submit only certificates of insurance and additional insured endorsements, although the Department reserves the right to request other proof of insurance. An Offeror should refrain from submitting entire insurance policies, unless specifically requested by the Department. If an entire insurance policy is submitted but not requested, the Department shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the Department does not constitute proof of compliance with the insurance requirements and does not discharge an Offeror from submitting the requested insurance documentation.

Confirmed. Please refer to Section 7 for our insurance certificates and endorsements.

- d. Primary Coverage: All liability insurance (excluding Professional Liability insurance) policies where the Department is required to be included as an additional insured, shall provide that the required coverage shall be primary and non-contributory to other insurance available to the Department and their officers, agents, and employees. Any other insurance maintained by the Department and their officers, agents, and employees shall be in excess of and shall not contribute with the Offeror's insurance.

Confirmed.

- e. Breach for Lack of Proof of Coverage: The failure to comply with the requirements of this RFP at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the Department and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Confirmed.

- [REDACTED]  
 [REDACTED]  
 [REDACTED]

- To the extent subcontractors or affiliates are used during the term of the contract, we will notify the Department and abide by this provision.

[REDACTED]

[REDACTED]

[REDACTED]

- 
- | Response                    | Percentage |
|-----------------------------|------------|
| U.S. should take action     | 85%        |
| U.S. should not take action | 15%        |



[REDACTED]

- h. Waiver of Subrogation: For all liability policies (with the exception of Professional Liability Insurance and Cyber Liability Insurance) and the workers' compensation insurance required below, the Offeror shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Department and their officers, agents, and employees, or, if such waiver is unobtainable:
- i. An express agreement that such policy shall not be invalidated if the Offeror waives or has waived before the casualty, the right of recovery against the Department and their officers, agents, and employees; or
  - ii. Any other form of permission for the release of the Department or any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees.

A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

Confirmed.

- i. Additional Insured: The Offeror shall cause to be included in each of the liability policies required below (excluding Professional Liability Insurance) coverage for on-going work and operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or 20 38 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage) the Department and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the Department pursuant to the timelines set forth in Section 4.6(1)(m) of this RFP. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Offerors who are self-insured, the Offeror shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Offeror would have been required to pursuant to this RFP had the Contractor obtained such insurance policies.

[REDACTED]

- j. Excess/Umbrella Liability Policies: Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage, and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided upon request. Unrelated underlying policies included in the schedule that are not required to meet the insurance requirements may be redacted from the Schedule.

Confirmed.

- k. Notice of Cancellation or Non-Renewal: Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five Business Days of receipt of any notice of cancellation or nonrenewal of insurance, the Offeror shall provide the Department with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

Confirmed.

- l. Policy Renewal/Expiration: Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to the Department. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Solicitation and any Contract resulting from this Solicitation, or proof thereof is not provided to the Department, the Offeror shall immediately cease work. The Offeror shall not resume work until authorized to do so by the Department.

Confirmed.

- m. Deadlines for Providing Insurance Documents after Renewal or Upon Request: As set forth herein, certain insurance documents must be provided to the Department contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Offeror shall provide the applicable insurance document to the Department as soon as possible but in no event later than the following time periods:
  - i. For certificates of insurance: 5 Business Days from request or renewal, whichever is later;
  - ii. For information on self-insurance or self-retention programs: 15 Calendar Days from request or renewal, whichever is later;
  - iii. For other requested documentation evidencing coverage: 15 Calendar Days from request or renewal, whichever is later;
  - iv. For additional insured and waiver of subrogation endorsements: 30 Calendar Days from request or renewal, whichever is later; and
  - v. For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 Business Days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Offeror shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Department, the Department shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 Calendar Days.

Confirmed.

## 2. **Specific Coverage and Limits**

- a. Commercial General Liability: Commercial General Liability Insurance, (CGL) shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract). Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the Insurance Services Offices (ISO) Commercial General Liability (CGL) policy) so as to limit coverage against Claims that arise out of the work, or that remove or modify the “insured contract” exception to the employers’ liability exclusion, or that do not cover the Additional Insured for Claims involving injury to employees of the Named Insured or subcontractors, are not acceptable. Policy shall include bodily injury, property damage, and broad form contractual liability coverage. The limits under such policy shall not be less than the following:

- i. Each Occurrence – \$1,000,000
- ii. General Aggregate – \$2,000,000
- iii. Personal Advertising Injury – \$1,000,000

Coverage shall include, but not be limited to, the following:

- i. Premises liability;
- ii. Independent contractors/subcontractors;
- iii. Blanket contractual liability, including tort liability of another assumed in a contract;
- iv. Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation; and
- v. Cross liability for additional insureds.

Confirmed.

- b. Business Automobile Liability Insurance: The Offeror shall maintain Business Automobile Liability Insurance in the amount of at least \$1,000,000 each accident, covering liability arising out of automobiles used in connection with performance under any Contract resulting from this RFP, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

Confirmed.

- c. Professional Errors and Omissions Insurance: The Offeror shall maintain Professional Errors and Omissions (Professional Liability) in the amount of at least \$5,000,000 each occurrence, for claims arising out of but not limited to delay or failure in diagnosing a disease or condition and alleged wrongful acts, including breach of contract, bad faith, and negligence. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to the Department prior to the policy's expiration or cancellation.

[REDACTED]

- d. Data Breach/Cyber Liability Insurance: An Offeror is required to maintain during the term of any Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance in the amount of at least \$5,000,000 each claim, including coverage for failure to protect confidential information and failure of the security of the Offeror's computer systems or the Department systems due to the actions of the Offeror which results in unauthorized access to the Department or their data. Coverage may be satisfied through alternative insurance policies. Said insurance shall provide coverage for damages arising from, but not limited to the following:
- i. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
  - ii. Personally, identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
  - iii. Privacy notification costs;
  - iv. Regulatory defense and penalties;
  - v. Website media liability; and
  - vi. Cybertheft of customer's property, including but not limited to money and securities.

If the policy is written on a claims-made basis, Contractor must submit to the Department an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

- [REDACTED]
- [REDACTED]
- e. Workers' Compensation Insurance: To comply with coverage provisions of Workers Compensation Law (WCL) Section 57, businesses must be legally exempt from obtaining workers' compensation insurance coverage; or obtain such coverage from insurance carriers; or be a Board-approved self-insured employer or participate in an authorized group self-insurance plan. An Offeror must provide one of the following forms:
- i. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.busessexpress.ny.gov](http://www.busessexpress.ny.gov)); or
  - ii. Form C-105.2 (9/15), Certificate of Workers' Compensation Insurance, sent to the Department by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to the Department upon request from the Contractor; or
  - iii. Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
  - iv. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

Confirmed.

- f. Disability Benefits Insurance: To comply with coverage provisions of WCL Section 220(8), regarding disability benefits, businesses must be legally exempt from obtaining disability benefits insurance coverage; or obtain such coverage from insurance carriers; or be a Board-approved self-insured employer. An Offeror must provide one of the following forms:
- i. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.busessexpress.ny.gov](http://www.busessexpress.ny.gov)); or
  - ii. Form DB-120.1, Certificate of Disability Benefits Insurance, sent to the Department by the Contractor's insurance carrier upon request; or
  - iii. Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Confirmed.

**NYS Department of Civil Service**

Agency Building #1, 17th Floor  
Empire State Plaza  
Albany, New York 12239

September 26, 2023

**RE: Request for Proposals entitled:**  
**"Dental Plan Services"**  
**Firm Offer to the State of New York**

**Anthem HealthChoice Assurance, Inc. dba Anthem Blue Cross** hereby submits this firm and binding offer to the State of New York in response to the Department's Request for Proposals (RFP), entitled "Dental Plan Services". The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

**Anthem HealthChoice Assurance, Inc.** accepts the terms and conditions as set forth in RFP and Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), Information Security Requirements (Appendix 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 this RFP in the manner set forth in this RFP.

**Anthem HealthChoice Assurance, Inc.** agrees to execute a Contract that includes the terms and conditions set forth in the RFP and accepts as non-negotiable the terms and conditions set forth in Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), Information Security Requirements (Appendix C), except as modified by the Department and Offeror's negotiations in response to the Non-Material Deviations Template (Attachment 8).

**Anthem HealthChoice Assurance, Inc.** further agrees, if selected as a result of the RFP, 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 4.5 and 4.6 of the RFP.

**[anthembluecross.com](http://anthembluecross.com)**

Jason O'Malley, Regional Vice President, Sales  
15 Plaza Drive, Latham, New York 12110

This formal offer will remain firm and non-revocable for a minimum period of 180 days from the Proposal Due Date as set forth in the RFP. 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 180-day period until a contract is approved by the NYS Comptroller, unless **Anthem HealthChoice Assurance, Inc.** delivers to the Department of Civil Service written notice withdrawing its Proposal.

**Anthem HealthChoice Assurance, 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 eight (8) hard copy volumes, including one ORIGINAL hard copy.

### **Financial Proposal:**

Total of eight (8) electronic copies on a USB drive and three (3) hard copy volumes, including one ORIGINAL hard copy.

### **Complete Electronic Master Proposal:**

One (1) USB drive containing all three sections (Administrative, Technical AND Financial) 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:	<u>Jason O'Malley</u>
Address:	<u>15 Plaza Drive, Latham, New York 12110</u>
Phone number:	<u>518-713-6190</u>
Email address:	<u>jason.o'malley@empireblue.com</u>

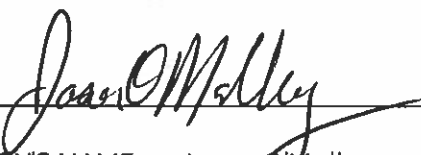
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The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **Anthem HealthChoice Assurance, Inc.** and possesses the legal authority and capacity to act on behalf of **Anthem HealthChoice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

**ANTHEM HEALTHCHOICE ASSURANCE, INC. DBA ANTHEM BLUE CROSS**

Signature:  Title: Regional Vice President, Sales  
PRINT SIGNATORY'S NAME: Jason O'Malley Date: 9/1/23

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT STATE OF } New York  
COUNTY OF } Albany

**Sworn Statement:**

On the 1st day of Sept in the year 2023, before me personally appeared Jason O'Malley, 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 Latham  
County of Albany, 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 RVP, Sales of Anthem HealthChoice Assurance, Inc., 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.

Anthem Blue Cross is the trade name of Anthem HealthChoice Assurance, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.



\_\_\_\_ (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:

9/1/23

Jamie Leigh Corellis  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 01CO6417885  
Commission Expires May 24, 2025

## ATTACHMENT 13



**Department of  
Civil Service**

**Offeror Attestations Form**  
**RFP entitled:**  
**"Dental Plan Services"**

A representative of the Offeror who is legally authorized to bind the Offeror must complete and sign the Offeror Attestations Form and provide all requested information.

<b>Name of Business Entity Submitting Bid:</b>		Anthem HealthChoice Assurance, Inc. dba Anthem Blue Cross
<b>Entity's Legal Form:</b>		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<b>No.</b>	<b>RFP Ref.</b>	<b>RFP Requirement:</b>
1.	Section 1.4(1)	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> possesses <input type="checkbox"/> does not possess the legal capacity to enter into a contract with the Department.
2.	Section 1.4(2)	At time of Proposal Due Date, the Offeror represents and warrants that it: <input checked="" type="checkbox"/> possesses the authorization to conduct business in New York State. <input type="checkbox"/> does not possess the authorization to conduct business in New York State. <input type="checkbox"/> does not possess the authorization to conduct business in New York State, but the Offeror has filed an application for authority to do business in New York State with the New York State Secretary of State.
3.	Section 1.4(3)	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest has completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the delivery of Project Services (as detailed in Section 3 of this RFP) and agrees that it will, during the term of the Contract, comply with any requirements imposed upon it by law or regulation.
4.	Section 1.4(4)	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest it possesses adequate staffing resources, financial resources, and organizational capacity to perform the type, magnitude, and quality of work specified in the RFP.



**Department of  
Civil Service**

**Offeror Attestations Form  
RFP entitled:  
"Dental Plan Services"**

5.	Section 1.4(5)	<p>At time of Contract Start Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>must agree to contractual provisions to maintain and make available as required by the State, a complete and accurate set of records for review by the State. Contractual provisions are set forth in the RFP and <i>Standard Clauses for New York State Contracts</i> (Appendix A), <i>Standard Clauses for All Department Contracts</i> (Appendix B), and <i>Information Security Requirements</i> (Appendix C). Such records shall include any and all financial records deemed necessary by the State to discharge its fiduciary responsibilities to Program participants and to ensure that public dollars are spent appropriately.</p>
6.	Section 1.4(6)	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>comply with all specific duties and responsibilities set forth in Section 3.2. of this RFP, entitled "Implementation Plan," including Section 3.2(1)(e) requiring the Offeror to propose a financial guarantee supporting its commitment to satisfy all implementation requirements.</p>
7.	Section 1.4(7)	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>has experience providing dental insurance for a minimum of 500,000 covered lives in its full book of business.</p>
8.	Section 3.1	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.1 of this RFP, entitled "Account Team".</p>

# ATTACHMENT 13



**Department of  
Civil Service**

**Offeror Attestations Form  
RFP entitled:  
"Dental Plan Services"**

9.	Section 3.2	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.2 of this RFP, entitled "Implementation Plan".</p>
10.	Section 3.3	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.3 of this RFP, entitled "Participating Provider Network".</p>
11.	Section 3.4	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.4 of this RFP, entitled "Customer Service".</p>
12.	Section 3.5	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.5 of this RFP, entitled "Member Communication Support".</p>
13.	Section 3.6	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.6 of this RFP, entitled "Reporting Services".</p>

# ATTACHMENT 13



**Department of  
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RFP entitled:  
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14.	Section 3.7	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.7 of this RFP, entitled "Enrollment Management".</p>
15.	Section 3.8	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.8 of this RFP, entitled "Direct-Pay Enrollment Option".</p>
16.	Section 3.9	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.9 of this RFP, entitled "Claims Processing".</p>
17.	Section 3.10	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input type="checkbox"/> attests</p> <p><input checked="" type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.10 of this RFP, entitled "Plan Audit and Fraud Protection".</p>
18.	Section 3.11	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.11 of this RFP, entitled "Appeals Process".</p>

# ATTACHMENT 13



**Department of  
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**Offeror Attestations Form  
RFP entitled:  
"Dental Plan Services"**

19.	Section 3.12	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.12 of this RFP, entitled "Pre-Determination of Benefits".</p>
20.	Section 3.13	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> acknowledges and agrees subject to the non-material deviation listed in Attachment 8</p> <p><input type="checkbox"/> does not attest</p> <p>will comply with all specific duties and responsibilities set forth in Section 3.13 of this RFP, entitled "Transition and Termination of Contract".</p>

# ATTACHMENT 13



**Department of  
Civil Service**

**Offeror Attestations Form  
RFP entitled:  
"Dental Plan Services"**

## CERTIFICATION:

The Offeror: (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; and (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete

**Signature:** Jason O'Malley

**Title:** Regional Vice President, Sales

**PRINT SIGNATORY'S NAME:** Jason O'Malley

**Date:** 9/1/23

## INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF } New York

**Sworn Statement:**

COUNTY OF } Albany

On the 1st day of September in the year 2023, before me personally appeared Jason O'Malley, 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 Latham

County of Albany, 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  
Regional Vice President, Sales of  
Anthem HealthChoice Assurance, Inc., 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

ATTACHMENT 13



**Department of  
Civil Service**

**Offeror Attestations Form  
RFP entitled:  
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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

A handwritten signature in cursive script that reads "Jamie Leigh Corellis".

Date: 9/1/23

Jamie Leigh Corellis  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 01CO6417885  
Commission Expires May 24, 2025



## ATTACHMENT 9



**Department of  
Civil Service**

**Subcontractors or Affiliates  
RFP entitled:  
“Dental Plan Services”**

**INSTRUCTION: Prepare this form for each Subcontractor or Affiliate. Subcontractors include all vendors who will provide \$100,000 or more in Project Services over the term of the Agreement that results from this RFP, as well as any vendor who will provide Project Services in an amount lower than the \$100,000 threshold, and who is a part of the Offeror’s Account Team.**

<b>Offeror’s Name:</b>	Anthem HealthChoice Assurance, Inc. dba Anthem Blue Cross
------------------------	---

The Offeror:

- ☐ is  
☒ is not

proposing to utilize the services of a Subcontractor(s) or Affiliate(s) to provide Project Services

<b>Subcontractor or Affiliate’s Legal Name:</b>	
---	--

<b>Business Address:</b>	
--------------------------	--

<b>Subcontractor’s Legal Form:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
------------------------------------	--

As of the date of the Offeror’s Proposal, a subcontract or agreement

- ☐ has  
☐ has not

been executed between the Offeror and the subcontractor(s) or Affiliate for services to be provided by such subcontractor(s) or Affiliate(s) relating to the Project.

In the space provided below, describe the Subcontractor’s or Affiliate’s role(s) and responsibilities regarding Project Services to be provided:

**Relationship between Offeror and Subcontractor or Affiliate for Current Engagements:**  
 (Complete items 1 through 5 for each client engagement identified)

- |   |  |
|---|--|
| 1. Client:                                      |  |
| 2. Client Reference Name and Phone #            |  |
| 3. Project Title:                               |  |
| 4. Project Start Date:                          |  |
| 5. In the space provided below, Project Status: |  |

6. In the space provided below, describe the roles and responsibilities of the Offeror and Subcontractor or Affiliate in regard to the project identified in 3, above:

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

**ST-220-CA**

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name Anthem HealthChoice Assurance, Inc. dba Anthem Blue Cross				For covered agency use only Contract number or description
Contractor's principal place of business 14 Wall Street		City New York	State NY	
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals) \$
Contractor's federal employer identification number (EIN) 23-7391136		Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number 212 476-6666		Covered agency name New York State Department of Civil Service		
Covered agency address Empire State Plaza, Agency Building 1, Floor 17, Albany, NY 12239				Covered agency telephone number 518 457-2487

I, Tyler Juckem, hereby affirm, under penalty of perjury, that I am Tax Officer  
 (name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☒ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
 (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 17 day of August, 20 23

  
 (sign before a notary public)

Tax Officer

(title)

**Instructions****General information**

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

**When to complete this form**

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).




# Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Indiana }  
: SS.:  
COUNTY OF Marion }

On the 17 day of August in the year 2023, before me personally appeared Tyler Juckem,  
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that  
he resides at 220 Virginia Ave,  
Town of Indianapolis,  
County of Marion,  
State of Indiana; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☒ (If a corporation): he is the Tax Officer  
of Anthem HealthChoice Assurance In, 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 a \_\_\_\_\_  
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

Registration No. NP0749866

LOUANNA STINER  
Notary Public - Seal  
Marion County - State of Indiana  
Commission Number NP0749866  
My Commission Expires Jun 29, 2031

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

## Need help?



Visit our Web site at **[www.tax.ny.gov](http://www.tax.ny.gov)**

- get information and manage your taxes online
- check for new online services and features



### Telephone assistance

**Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	<b>CONTACT NAME:</b> Stephanie Powell <b>PHONE (A/C, No, Ext):</b> 818.539.1366 <b>E-MAIL ADDRESS:</b> Stephanie.Powell@ajg.com <b>FAX (A/C, No):</b> 818.539.1666
<b>INSURED</b> Anthem, Inc. and its subsidiaries Empire HealthChoice Assurance, Inc. dba Empire Blue Cross Blue Shield Richmond VA 23230	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Zurich Insurance Company <b>INSURER B:</b> Zurich American Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 2052391718**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC9299269-20 EWS5347154-16 WC9376766-19	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Subject to policy terms, conditions & exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) Empire HealthChoice Assurance, Inc. 220 Virginia Ave Indianapolis, IN 46204  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured (804) 678-0410  1c. Federal Employer Identification Number of Insured or Social Security Number 23-7391136
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Department of Civil Service Alfred E. Smith State Office Building Albany, NY 12239	3a. Name of Insurance Carrier UniCare Life & Health Insurance Company  3b. Policy Number of Entity Listed in Box 1a C00415 GDBL  3c. Policy Effective Period 01/01/2023 to 01/01/2024

4. Policy provides the following benefits:

☒ A. Both disability and Paid Family Leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid Family Leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 07/24/2023 By Theresa Ross  
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 220-219-0691 Name and Title Theresa Ross, Contract Administrator Lead

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

**State of New York**  
**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> Stephanie Powell <b>PHONE (A/C, No, Ext):</b> 818-539-1366 <b>E-MAIL ADDRESS:</b> Stephanie.Powell@ajg.com <b>FAX (A/C, No):</b> 818-539-1666
<b>INSURED</b> Elevance Health, Inc. And Its Subsidiaries Empire HealthChoice Assurance, Inc. dba Empire Blue Cross Blue Shield Richmond VA 23230	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Zurich Insurance Company <b>INSURER B:</b> Zurich American Insurance Company <b>INSURER C:</b> National Union Fire Insurance Company of Pittsburg <b>INSURER D:</b> Great American Security Insurance Co <b>INSURER E:</b> <b>INSURER F:</b>
License#: 0D69293 ANTHINC-02	<b>NAIC #</b> 40142 16535 19445 31135

**COVERAGES****CERTIFICATE NUMBER:** 1812314035**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO 0853238-01	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Per Occurrence Ded \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0853239-01	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Per Accident Ded \$ 3,000,000
D C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 4370303 14121685	5/1/2023 5/1/2023	5/1/2024 5/1/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC9299269-22 EWS5347154-18 WC9376766-21	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License #0D69293 Arthur J. Gallagher Risk Management Services LLC. 500 N. Brand Boulevard, Suite 100 Glendale, CA 91203	<b>CONTACT NAME:</b> Chelsea Laing <b>PHONE (A/C, No. Ext):</b> (818) 539-1205 <b>FAX (A/C, No):</b> (818) 539-1505 <b>E-MAIL ADDRESS:</b> Chelsea_Laing@ajg.com														
<b>INSURED</b> Empire HealthChoice Assurance, Inc. dba Empire BCBS a subsidiary of Elevance Health, Inc 220 Virginia Avenue Indianapolis, IN 46204	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Fidelity and Deposit Company of Maryland</td><td>39306</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fidelity and Deposit Company of Maryland	39306	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Fidelity and Deposit Company of Maryland	39306														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> N/A <input type="checkbox"/> N/A GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			N/A	N/A		EACH OCCURRENCE \$ N/A DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ N/A GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ N/A N/A \$ N/A
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> N/A <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> N/A			N/A	N/A		COMBINED SINGLE LIMIT (Ea accident) \$ N/A BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A N/A \$ N/A
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			N/A	N/A		EACH OCCURRENCE \$ N/A AGGREGATE \$ N/A N/A \$ N/A
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A	N/A		WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> N/A E.L. EACH ACCIDENT \$ N/A E.L. DISEASE - EA EMPLOYEE \$ N/A E.L. DISEASE - POLICY LIMIT \$ N/A
A	FI Bond (Crime)			FIB 8722945-02	10/1/2022	10/1/2023	Occurrence Limit \$10,000,000 Aggregate Limit \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

"Evidence of Coverage Only. This certificate of insurance is not a policy of insurance and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy to which the certificate of insurance makes reference."

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF COVERAGE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sue Lee

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization that the insured has agreed by written contract or written agreement to name as an Additional Insured and executed prior to the occurrence of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS.

# ATTACHMENT 8



## Non-Material Deviations Template RFP entitled: “Dental Plan Services”

**Offeror Name:** Anthem HealthChoice Assurance, Inc. dba Anthem Blue Cross

Deviation Number	RFP Page #	Section Reference	Proposed Deviation with Detailed Explanation

An Offeror is required to use this **Non-Material Deviations Template** when submitting any proposed non-material deviations and/or alternates. Offeror’s proposed deviations must be submitted with its Proposal.

## ATTACHMENT 7



**Department of  
Civil Service**

**New York State Required  
Certifications  
RFP entitled:  
"Dental Plan Services"**

**Offeror Name:** Anthem HealthChoice Assurance, Inc. dba Anthem Blue Cross

### **NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the Contractor, by submission of this Certification, certifies that it or any individual or legal entity 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, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes \_\_\_\_\_ or No   x  

If yes:

Shall 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. Yes \_\_\_\_\_ or No \_\_\_\_\_

### **NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this Certification, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this Agreement 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 competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Agreement have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to contract approval, directly or indirectly, to any other competitor; and
3. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a price quote for the purpose of restricting competition.

## ATTACHMENT 7



**Department of  
Civil Service**

**New York State Required  
Certifications  
RFP entitled:  
"Dental Plan Services"**

### **EXECUTIVE ORDER NO. 177 CERTIFICATION**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

### **SEXUAL HARASSMENT PREVENTION CERTIFICATION**

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

## ATTACHMENT 7



**Department of  
Civil Service**

**New York State Required  
Certifications  
RFP entitled:  
"Dental Plan Services"**

(Note: Bids that do not contain this certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with the bid detailing the reasons why the sexual harassment prevention certification cannot be made.)

### **PUBLIC OFFICER LAW REQUIREMENTS AND CONFLICT OF INTEREST DISCLOSURE**

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establish ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

As the current administrator of the Empire Hospital Program, Anthem HealthChoice Assurance, Inc. hereby submits to the best of our knowledge there is an absence of conflict of interest on the part of Anthem HealthChoice Assurance, Inc., because of prior, current, or proposed contracts, engagements, or affiliations.



# ATTACHMENT 7



**Department of  
Civil Service**

**New York State Required  
Certifications  
RFP entitled:  
"Dental Plan Services"**

## **Certification Under Executive Order No. 16**

### **Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found

<https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting> .

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

<input checked="" type="checkbox"/>	1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
<input type="checkbox"/>	2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
<input type="checkbox"/>	2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
<input type="checkbox"/>	3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Signature: \_\_\_\_\_

Title: Regional Vice President, Sales

# ATTACHMENT 7



**Department of  
Civil Service**

**New York State Required  
Certifications  
RFP entitled:  
"Dental Plan Services"**

**PRINT SIGNATORY'S NAME:** Jason O'Malley **Date:** 9/1/2023

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

**STATE OF }** New York

**Sworn Statement:**

**COUNTY OF }** Albany

On the 1st day of September in the year 20 23, before me personally appeared Jason O'Malley, 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 Latham County of Albany, 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 Regional Vice President, Sales of Anthem HealthChoice Assurance, Inc., 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: Jamie Corellis Date: 9/1/23

**Jamie Leigh Corellis  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 01C06417885  
Commission Expires May 24, 2025**