

E-83-17
PNT 2

Exhibit B – Tier One PayFlex Subcontractors

Phoenix Data Center Hosting Services (PDCHS).

Xerox Business Services, LLC (Xerox)

First Data Corporation

Century Link

Arna Marketing

Alorica

Lexis Nexis

EXL

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We have provided Samples & Brochures on CD-ROM.



Finally... a partner who's passionate
about the same things as you

**The drive for innovation.
A culture focused on security.
The ability to lead.**

PayFlex response for:

County of Nassau

Executive Summary

July 2016

Thank you for the opportunity to respond to your inquiry

PAY FLEX®

Here's more about us

and our proposal

Why we believe we are the right partner for you

We're best positioned to exceed the service expectations of the County of Nassau's benefits team and your employees. With over 29 years of experience, we have the expertise and drive to transform your program to be world-class.



Data security is a cornerstone of our operating model.



We bring the scale, governance and stability of a Fortune 50 company, through our parent company, Aetna.



We have been a leading provider of Flexible Spending Account Administration for 29 Years. First provider to offer a card for the benefit as well as first provider to offer a mobile app.



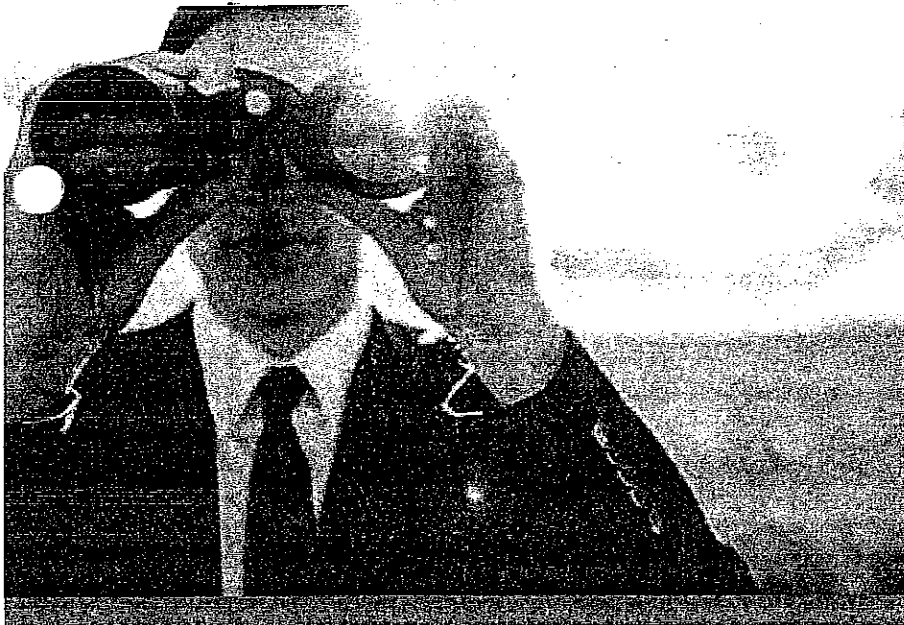
Our platform supports all services you are looking for including COBRA, Billing, FSA, LPFSA, HSA, HRA, as well as Commuter Plans.



We offer an integrated Single Sign on through Aetna Navigator for ease of access as well as connected claims.



We offer a compelling financial agreement – with 20% of our fees at risk



**The privacy of our
customers and their
employees is something we
don't take lightly.**

Our goal to protect you and your employees

As cyber security threats continue to rise, more regulators and customers seek assurance health records are protected. Aetna (and all of its operating companies) enable customers, auditors and regulators to access and assess IT Security controls on a 24/7 basis through a secure external portal.

The portal provides real-time access to supporting evidence and multiple industry and third party assessments, showcasing Aetna's security program through a single, secure, and easy-to-use dashboard interface. Customers have access to a centralized repository of documents laying the foundation of Aetna's security program, ranging from its policies and procedures to overall protection strategies against cyber-attacks.

Aetna shares pertinent data to demonstrate the effectiveness of a robust cyber security program which enables customers, auditors and regulators to obtain necessary information.

Aetna's BitSight Security Rating®

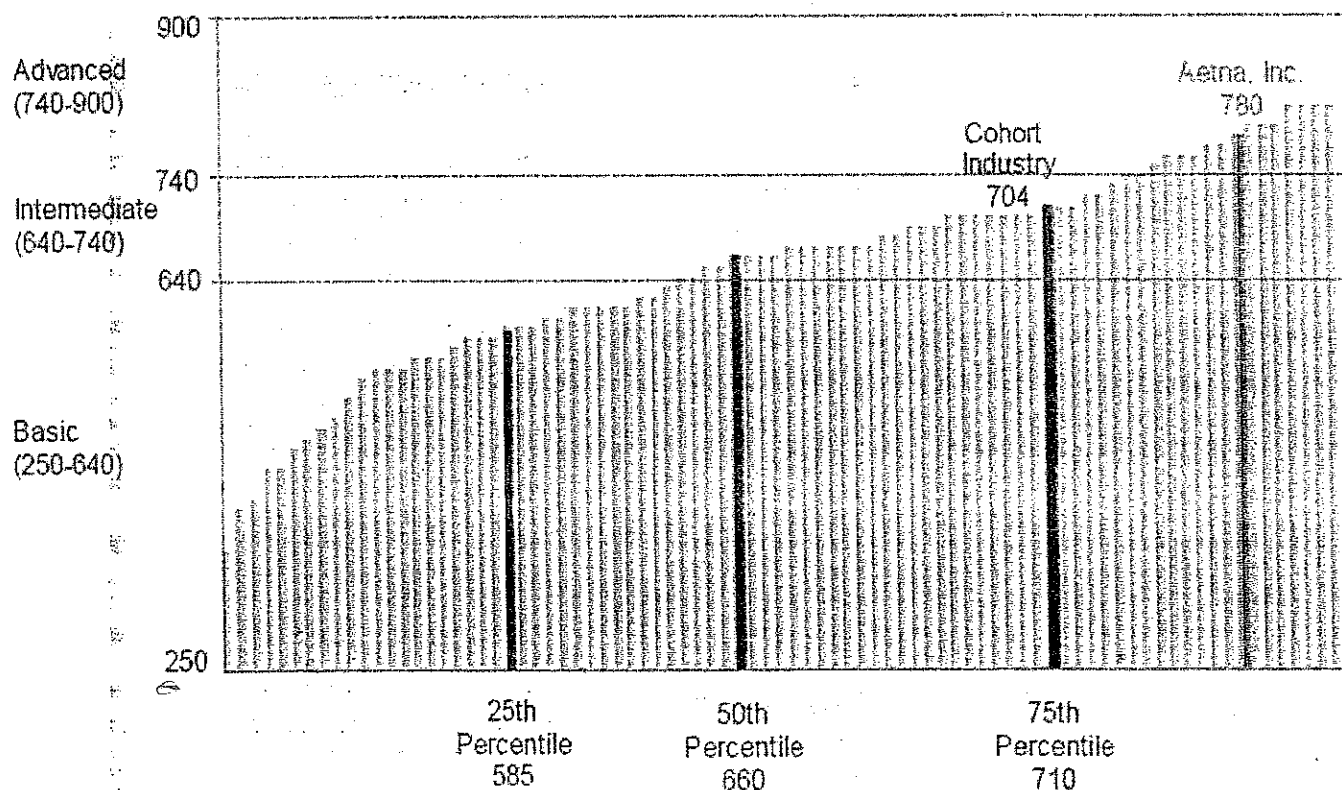
ratings relative to peers

Here is an analysis of organization's security performance through externally observable data (obtained with same techniques as external threat actors). The chart below shows comparative analysis of BitSight's external view of a company with the results from the CEB (Controls Evaluation Benchmarking).

This tool measures Aetna's control environment against industry peers within the highly regulated sectors.

Your Rating Relative to Peers

(250-900 index; each bar is an organization; average shown for industry)



n=83 organizations

Source: CEB and BitSight Technologies.

Just a bit more...

of the good stuff of course!

In addition... with the significant asset base we represent, we choose our partners carefully. We partner with well-renowned industry leaders, Citibank and BNY Mellon, in the financial and investments arena respectively.

We put our members in the "driver seat"

We administer all of our programs on an integrated, flexible and proprietary platform. This enables us to deliver a consistent experience to our members.

- Members can access, view and manage their account/s online and through our intuitive mobile app. This puts our members in the driver seat as a health care consumer.
- We are an IRS-certified non-bank custodian, a very unique offering in the market. Serving as administrator and custodian, we have a complete "end-to-end" responsibility for the member and employer experience.



Our history of innovation

spanning across both the financial and health care space

Our promise to you: We continue to explore, develop and implement innovative solutions that improve the "member experience" for you and your employees -- from health care to health care funding.

With the innovative leadership and financial strength of Aetna, we're positioned to deliver successful solutions beyond the reach of others.

SNEAK PEEK! Shhh....

One of our many upcoming initiatives includes a brand new PayFlex member website – set to launch in 2016. This will deliver a more positive and engaging user-experience for our members when they manage their account(s) online.

We aren't doing this alone

We're intensely involved in global Aetna work that is focused on redefining the future of the health care ecosystem

The innovation and change that is a result of this will certainly provide additional financial health care products and services to the County of Nassau

PAYFLEX®

Home Your Accounts Alerts News

Hello, Tyler

Healthcare (FSA)
01/01/2017 - 12/31/2017
<< Employer name here >>

\$1,895.00 available funds

\$1,895 available funds \$200 Spent funds

Account Actions
View details >
File a claim >
Manage PayFlex Card >
View common healthcare eligible expenses >

PAYFLEX®

Products & Services Individuals Employees Consultants About Us Home

Member login

Welcome to PayFlex®
Financial wellness made simple.

Learn more about our products and services

New to PayFlex?
Get started now

New to PayFlex?
Get started now

December 31, 2016
Last day to spend funds

January 31, 2017
Last day to file claims

Annual election ⁽¹⁾ **\$2,500.00**
Amount carried over from last Plan Year ⁽²⁾ **\$250.00**
Total payments to date **\$250.00**

Quick Tips
Your employer allows you to carryover between \$25

Our Engagement Solutions

meeting your employee's wants, needs and expectations

We continue to push ourselves to deliver engagement tools and solutions that help you and your employees during open enrollment season... and beyond!

PayFlex Member Videos

Our member-facing videos are great for members interested in learning more about a PayFlex account and how it works. We also make it easy for you to download these videos to use in your own communications or place on your intranet site.

Meet Pete, our Virtual PayFlex Adviser

Pete is a friendly, quirky host, ready to help your employees understand the many benefits that can come from enrolling in a PayFlex tax-advantaged account. Pete is perfect for employees considering a PayFlex account but not sure how much to contribute, or looking to see how much they can save by enrolling.

Visit payflex.jellyvision-conversation.com to meet Pete for yourself. We're currently working on a Pete version 2.0 for 2016.

PayFlex Mobile® App

The PayFlex Mobile app* is the most easy and convenient way for employees to manage their PayFlex account(s) by:

- Viewing account balance, activity, payments and deposits
- Making payments, withdrawals and deposits
- Checking account alerts and notifications
- Reviewing a list of common eligible expense items
- And much more!



PayFlex Coach Texting Program

The "PayFlex Coach" is a FREE, 4-week text-messaging program designed to help your employees manage their PayFlex account. The PayFlex Coach shares tips, fun facts, and will also send helpful links to tools and resources -- like short videos and educational tidbits to help maximize your employee's experience.

PayFlex Advocate

We recently created the PayFlex Advocate line for a consultative experience with a PayFlex representative. Our specially-trained staff helps your employees make informed decisions about enrolling in a PayFlex account, learn more about the benefits of tax-advantaged accounts and understand how the accounts work.

PayFlex E-card Series

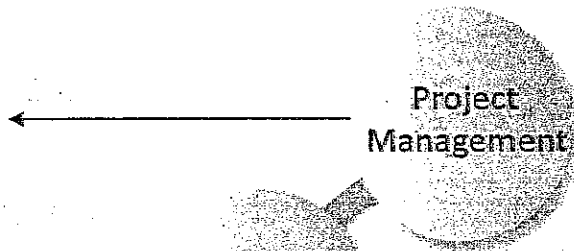
We know you play a big role in keeping your employees "in the know". Which is why we also offer you our member e-card series. Our e-cards are "ready-to-go" e-mail communications, designed to help keep your employees informed about their PayFlex accounts throughout the year.



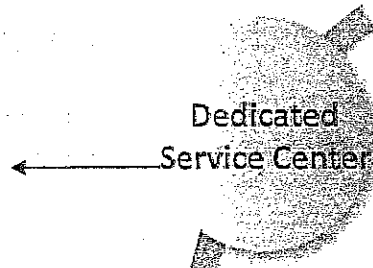
A robust and innovative service model leveraging your current Aetna relationship to support the County of Nassau's Administrative Needs

From program implementation.... to the every day member experience

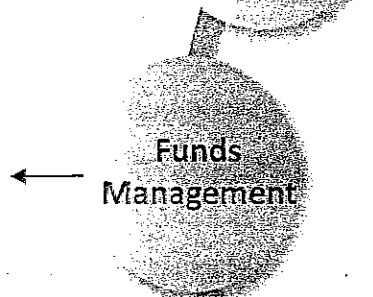
Utilize Lean Sigma process to manage start-up and ongoing implementations. This ensures success of initial launch and long term program success



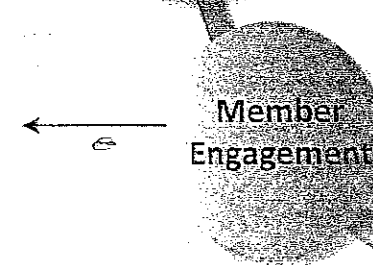
Leverage PayFlex experience to deploy dedicated and integrated call/service support team. This is critical to providing a unique experience for the County of Nassau employees



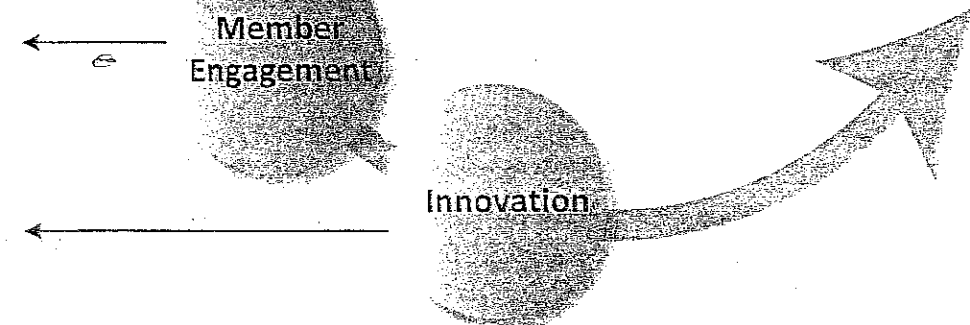
Deploy efficient file processes to ensure data and dollar flow is timely and accurate



Leverage innovative, industry-leading consumer engagement resources within PayFlex and the Aetna enterprise to educate, engage and empower members



Hold regular innovative sessions to bring forward potential program innovations – such as a wellness incentive “purse” on fund debit card, digital wallet for consumer payments



Let's create the future... Together

We hope this information gives you confidence that PayFlex will make an excellent partner for the County of Nassau. We'd love the opportunity to share our commitment to this business and help meet the needs of your FSA program along with a proactive proposal for your FSA and any future programs.

As you evaluate your options, please feel free to stop by for a site visit. It would be great to meet you, and have you meet the team. We're happy to demonstrate our ability to offer the County of Nassau outstanding value/service like no one else. We look forward to continuing a dialogue with you.

We're excited about the possibility of continuing our relationship with the County of Nassau team!

Christopher Marotta
Account Executive
Aetna National Accounts

Chris Rossi
Sales Director
Aetna/PayFlex Systems
USA, Inc.



A. Introduction**Request for Proposals ("RFP")****A. Introduction**

Nassau County, New York (the "COUNTY") is soliciting proposals from qualified individuals and entities located and authorized to do business in the State of New York, to provide and administer a flexible benefits program for Nassau County employees.

Noted.

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

Noted.

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

Noted.

B. Anticipated Proposal Schedule

RFP Issue Date: June 13, 2016

Proposal Due Date: July 6, 2016

Oral Presentation, if necessary: July 18-22

Award Date: August 10, 2016

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

Noted.

C. Scope of Services**I. Purpose of RFP:**

The purpose of this RFP is to secure the services of a Third Party Administrator (TPA) who can provide the County complete administrative services for the County Flexible Spending Account Program (FSA) which includes such programs as Dependent Care Assistance Program (DCAP), Health Care Spending Account (HCSA) and other eligible medical expenses not covered by the County Health Insurance program. The County requires that an FSA Program be effective January 1, 2017. Employee participation in the program is entirely voluntary. The County employees approximately 8,000 who are eligible to take part in the flexible benefits program. Currently, approximately 850 individual employees participate in the flexible benefits program and 124 individual employees participate in the Dependent Care Program.

The proposer must have extensive experience administering pre-tax flexible benefit programs as defined and authorized by all applicable law, including but not limited to section 125 of the Internal Revenue Code and its implementing rules and regulations. The proposer must be able to offer a debit card for the HCSA. Proposers who do not meet these requirements will be considered non-responsive and their proposals will be removed from consideration.

The selected proposer may be required to obtain a \$2 million Fidelity Bond (or similar bond).

Noted.

II. Categories of Eligible County Employees/Participants:

1. The FSA shall be made available to all benefits eligible employees who are divided into two (2) general categories:

a. Regular County Employees – this group includes benefits eligible employees within all County Departments and agencies Regular County employees shall also include those full-time year round employees of the Nassau County Community College (the "College"). Deductions for regular County employees shall be made in equal payroll deductions throughout the calendar year starting as early in the calendar year as practicable. Members of this group shall obtain benefits in accordance with all applicable

C. Scope of Services

legal requirements governing pre-tax flexible spending plans and the employer flex plan document.

b. Nassau Community College Adjunct Professors - This group includes those employees whose main position with the County is as an adjunct professor. Deductions from Nassau Community College Adjunct Professors shall be taken from the first six (6) – twelve (12) paychecks these employees receive during the calendar plan year.

Noted.

III. Mandatory Requirements:

The FSA program must contain the following elements:

1. The proposer must provide:

- a. The option of using a debit card for those portions of the Health Care Spending Account (HCSA) that may be pre-funded including the medical/dental/vision portion of the plan.
- b. The option of paper-based processing of the Health Care Spending Account (HCSA) medical/dental/vision portion of the plan.
- c. Paper based processing for the Dependent Care Assistance Program (DCAP) portion of the plan and other expenses not normally paid for with debit cards.

2. The proposer must pre-fund the participants' Health Care Spending Account (HCSA) for the medical/dental/vision portion of the plan at the beginning of the calendar plan year. The County will reimburse the provider paid and approved expenses as per §6 (i) of this Request for Proposals.

3. Annual participation election limits are to be set for as follows: Medical/Dental/Vision: \$2,550 or the maximum IRS limit, Dependent Care: \$5,000. – New employees must complete 90 (ninety) days of employment before enrolling in this benefit.

4. Administrative support for the FSA program must include the following:

C. Scope of Services

- a. Prepare a Pre-Tax program Plan Document for the County of Nassau in compliance with IRS Section §125 Cafeteria Plans to include 1) the flex pre-tax program, 2) the pre-tax contributions of employee health insurance premiums (unless the affected employee wants to decline the pre-tax option).
- b. Work with the County to develop and provide marketing/Promotional and enrollment materials.
- c. Work with the County to schedule and host staff informational sessions at multiple locations with the County.
- d. Provide assistance during open enrollment.
- e. Provide administrative and management services throughout the year to include:
 - i. Receiving and processing claims from covered employees and their dependents for expenses in the area of medical/dental/vision, and dependent care.
 - ii. Provide appropriate reimbursements for qualified expenses as described by the Plan;
 - iii. Provide Summary Plan document for subsequent distribution as required by federal, state, county, or city laws;
 - iv. Report to the County as to employee participation (to the extent allowed by federal, state, or county law) at least twice a year.
- f. Participant on-line access to account data.
- g. Provide details regarding the enrollment process.
- h. Provide details on how enrollment data will be shared between the County and the vendor.
 - i. In order to receive payment, the vendor must prepare a claims voucher, which includes employees' reimbursement expenses. Claim vouchers for reimbursement of claims are approved and paid, no more than twice a month. The funds will be sent via ACH after the claim has been audited and approved by the Comptroller's Office. Administrative fees will be paid once a month and will be sent via ACH to the same bank account designated for the claims reimbursements.

C. Scope of Services

- j. The vendor will accept electronic files via secure FTP after each payroll that is run. The electronic files will detail the amounts deducted from each participating employee. The vendor will reconcile its records to such payroll deduction register on a timely basis.
-

Noted:

D. Contract Term

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

Noted.

E. Mandatory Proposal Response Requirements

All proposals must contain the following:

In addition to the mandatory requirements in Section C: SCOPE OF SERVICES, all proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall be no less than 45 days from the proposal date.

All Proposals must contain the following:

1. Technical Proposal: a narrative which addresses the scope of work, responds to the requirements of the plan specifications and questionnaire, the proposed approach to the work, the schedule of work, and any other information the proposer deems relevant. Proposers may use a format of their choice.
-

Noted.

2. Plan Design: a presentation of the proposer's total offering, including the estimated costs for providing each component of the required goods or services.
-

Noted.

3. A duly completed and verified Business History Form attached as Appendix B, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
-

Noted.

E. Mandatory Proposal Response Requirements

4. The references as indicated in Appendix B are preferred from other public employers in the Metro NY area or other large private employers in the Metro NY area.
-

Noted.

5. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix C. If the proposer is a publicly traded entity, a copy of the annual report will suffice.
-

Noted.

6. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
-

Noted.

7. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
-

Noted.

8. As per the "Proposal Evaluation Criteria" section, indicate whether proposals for both scopes of work (if appropriate) are to be viewed as one unified proposal or as two separate proposals. In the absence of this statement, the County will review the proposals as separate documents.
-

Noted.

E. Mandatory Proposal Response Requirements

9. If the proposed coverage requires minimum participation rates, please identify that clearly.

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

Noted.

F. Additional Response Requirements

Quotes which are subject to change shall be considered non-responsive and rejected. All proposals must contain the following:

1. The Non-Collusive Proposal Certification attached as Appendix A.

Confirmed.

2. A duly completed and verified Business History Form attached as Appendix B, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the contract that would be entered into between the parties.

Confirmed.

3. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix C.

Confirmed.

4. A completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form, attached as Appendix D. Additionally, if the proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization, attached as Appendix E.

Confirmed.

F. Additional Response Requirements

5. Living Wage Law Certificate of Compliance, attached as Appendix H.

Confirmed.

6. The proposer's exceptions to the RFP requirements, if any.

Confirmed.

7. Additional information that you believe pertinent to the County's requirements.

Confirmed.

8. Statement proposer has registered with the County as a vendor.

Confirmed. We have registered with the County as a vendor.

G. Proposal Submission Instructions

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

Noted.

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

Noted.

G. Proposal Submission Instructions

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

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

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

Noted.

H. Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the proposer responds to and meets all of the requirements of this RFP. Proposers may be invited for interviews to discuss project requirements and proposal elements in more detail should the evaluation committee request such. The County reserves the right to award all or any part of this project, to waive any technical irregularities or omissions, to modify this RFP at any time, or cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. The evaluation committee will evaluate each proposal and use the following for evaluating each submission:

1. Contract Requirements and Proposed Solution 60%

Overall responsiveness of the proposal; demonstration of a clear understanding of the requirements portion of the RFP; clear description of the Services needed to satisfy the defined RFP requirements; description of why the proposer can perform the tasks defined in the RFP; acceptability and efficacy of proposed analysis, management and implementation methods and procedures; description of recommendations and alternative approaches that the County might use to improve its process including rationale for the recommendations or alternative approaches.
2. Proposer Profile: Organization, Capacity, Staffing, Resumes 10%

Substantiation of the organizational structure and capacity to provide and support the proposed services; resumes of the proposed personnel (quality/demonstrated skills of proposed personnel); clear description of potential resource utilization and approach.
3. Related Experience 10%

Prior public sector experience; project management and implementation qualifications and related experiences of the proposer including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size and scope on similar transactions.

H. Proposal Evaluation Criteria**4. Total Cost 20%**

The County will consider any other relevant factors as determined by the evaluation committee. The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

Noted.

I. General Information**I. General Information**

1. Incurring Cost: The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
-

Confirmed.

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

The County may require the proposer(s) selected to participate in negotiation and to submit any price, technical, or other revisions to their proposals as may result from such negotiations.

Noted.

3. Addenda to Request for Proposals Amendments to this RFP may be necessary prior to the award date and will be posted on the County's website.
-

Noted.

I. General Information

6. **Disclosure of proposal contents:** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will endeavor to notify the proposer in advance of such disclosure to enable the proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
-

Noted.

7. **Ownership of Information:** All materials submitted in response to this RFP will become the property of the County.
-

Noted.

8. **Examination of Records:** In submitting a proposal, the successful proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six (6) years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of a proposal.
-

Confirmed.

I. General Information

Name	Description of work provided	Length of Relationship	Subcontractor's principal place of business	Location(s) where the subcontract or will perform all services	Hours of operation for subcontractor (e.g., call center, customer service)	How does PayFlex manage the subcontractor performance
						Additionally, subcontractor SLAs are reviewed on a monthly or quarterly basis as applicable.
Phoenix Data Center Hosting Services	Data Services	<1 year (Nov. 2015)	Phoenix, AZ	Phoenix, AZ	24/7	

10. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

Noted.

11. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

Noted.

J. Additional Demonstrative Materials

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

Confirmed.

K. Award of Contract

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

Noted.

L. Protest Policy

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

Noted.

APPENDIX A

NON-COLLUSIVE PROPOSAL CERTIFICATION

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

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

SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

EARL W. LAPPEN

DATE: _____

6/30/16

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Appendix B - Business History Form

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

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

Date: August 26, 2015

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

Aetna Life Insurance Company (ALIC)

2) Address of Place of Business:

The ultimate parent of all Aetna affiliated companies is Aetna Inc., a broadly-held, publicly traded, Pennsylvania corporation. Aetna Inc.'s corporate headquarters are located at 151 Farmington Avenue, Hartford, CT 06156.

List all other business addresses used within last five years:

Not applicable.

3) Mailing Address (if different): Not applicable.

Phone: 860-273-0123

Does the business own or rent its facilities? No.

4) Dun and Bradstreet number:

006916969

Appendix B - Business History Form

5) Federal I.D. Number:

06-6033492

6) The bidder/proposer is a (check one):

- ☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other (Describe)
-

The ultimate parent of all Aetna affiliated companies is Aetna Inc., a broadly-held, publicly traded, Pennsylvania corporation.

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

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

Aetna Inc. is the publicly traded parent company of the Aetna group of companies. The subsidiaries of the Aetna group of companies includes:

- Aetna Life Insurance Company (ALIC)
 - Coventry Health and Life Insurance Company
 - HMOs
 - DMOs®
 - Companies that maintain TPA and other licenses
 - Health information technology companies
-

Appendix B - Business History Form

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

Listed below are subsidiaries of Aetna Inc. at December 31, 2013 with their jurisdictions of organization shown in parentheses. Subsidiaries excluded from the list below would not, in the aggregate, constitute a "significant subsidiary" of Aetna Inc., as that term is defined in Rule 1-02(w) of Regulation S-X.

- Aetna Health Holdings, LLC (Delaware)
 - Aetna Health of California Inc. (California)
 - Aetna Health Inc. (Connecticut)
 - Aetna Health Inc. (Florida)
 - Aetna Health Inc. (Georgia)
 - Aetna Health Inc. (Maine)
 - Aetna Health Inc. (Michigan)
 - Aetna Health Inc. (New Jersey)
 - Aetna Health Inc. (New York)
 - Aetna Better Health Inc. (New York)
 - Aetna Health Inc. (Pennsylvania)
 - Aetna Health Inc. (Texas)
 - Aetna Better Health of Texas Inc. (Texas)
 - Aetna Better Health Inc. (Georgia)
 - Aetna Dental of California Inc. (California)
 - Aetna Dental Inc. (New Jersey)
 - Aetna Dental Inc. (Texas)
 - Aetna Health Finance, Inc. (Delaware)
 - Aetna Rx Home Delivery, LLC (Delaware)
 - Aetna Health Management, LLC (Delaware)
 - Aetna Ireland Inc. (Delaware)
 - Chickering Claims Administrators, Inc. (Massachusetts)
 - Aetna Specialty Pharmacy, LLC (Delaware)
 - Cofinity, Inc. (Delaware)
 - @Credentials Inc. (Delaware)
 - Strategic Resource Company (South Carolina)
 - Aetna Better Health Inc. (Pennsylvania)
 - Aetna Better Health Inc. (Connecticut)
 - Aetna Better Health Inc. (Illinois)
 - Aetna Better Health, Inc. (Louisiana)
 - Aetna Better Health Inc. (Florida)
 - Aetna Better Health Inc. (Ohio)

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- Aetna Better Health Inc. (New Jersey)
- Aetna Risk Assurance Company of Connecticut, Inc. (Connecticut)
- Aetna Student Health Agency Inc. (Massachusetts)
- Delaware Physicians Care, Incorporated (Delaware)
- Schaller Anderson Medical Administrators, Incorporated (Delaware)
- Aetna Medicaid Administrators LLC (Arizona)
- iTriage, LLC (Delaware)
- bSwift LLC (Illinois)
- Corporate Benefit Strategies, Inc. (Delaware)
- Prodigy Health Group, Inc. (Delaware)
- Niagara Re, Inc. (New York)
- Performax, Inc. (Delaware)
- Scrip World, LLC (Utah)
- Precision Benefit Services, Inc. (Delaware)
- American Health Holding, Inc. (Ohio)
- Meritain Health, Inc. (New York)
- ADMINCO, Inc. (Arizona)
- Administrative Enterprises, Inc. (Arizona)
- U.S Healthcare Holdings, LLC (Ohio)
- Prime Net, Inc. (Ohio)
- Professional Risk Management, Inc. (Ohio)
 - Coventry Financial Management Services, Inc. (Delaware)
 - Coventry Health Care of Delaware, Inc. (Delaware)
 - Coventry Health Care of Georgia, Inc. (Georgia)
 - Coventry Transplant Network, Inc. (Delaware)
 - Coventry Health Care of Pennsylvania, Inc. (Pennsylvania)
 - Coventry Health Care of Iowa, Inc. (Iowa)
 - Coventry Health Care of Nebraska, Inc. (Nebraska)
 - Coventry Health Care of Louisiana, Inc (Louisiana)
 - HealthAmerica Pennsylvania, Inc. (Pennsylvania)
 - HealthAssurance Pennsylvania, Inc. (Pennsylvania)
 - Coventry Prescription Management Services Inc. (Nevada)
 - Coventry Health and Life Insurance Company (Missouri)
 - Coventry Health Care of Virginia, Inc. (Virginia)
 - Coventry Health Care of Missouri, Inc. (Missouri)
 - HealthCare USA of Missouri, LLC (Missouri)
 - Coventry Health Care of Illinois, Inc. (Illinois)
 - Coventry Health Care of West Virginia, Inc. (West Virginia)
 - Coventry Health Care of the Carolinas, Inc. (North Carolina)
 - Coventry HealthCare Management Corporation (Delaware)
 - Coventry Health Care of Kansas, Inc. (Kansas)

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- Coventry Health Care National Accounts, Inc. (Delaware)
- Coventry Health Care of Texas, Inc. (Texas)
- Aetna Better Health of Michigan Inc. (Michigan)
- Aetna Health of Utah Inc. (Utah)
- HealthAssurance Financial Services, Inc. (Delaware)
- Aetna Better Health Inc. (Tennessee)
- Coventry Health Care National Network, Inc. (Delaware)
- Coventry Consumer Advantage, Inc. (Delaware)
- MHNet Specialty Services, LLC (Maryland)
- Mental Health Network of New York IPA, Inc. (New York)
- Mental Health Associates, Inc. (Louisiana)
- MHNet of Florida, Inc. (Florida)
- MHNet Life and Health Insurance Company (Texas)
- Group Dental Service, Inc. (Maryland)
- Group Dental Service of Maryland, Inc. (Maryland)
- Florida Health Plan Administrators, LLC (Florida)
- Coventry Health Care of Florida, Inc. (Florida)
- Carefree Insurance Services, Inc. (Florida)
- Coventry Health Plan of Florida, Inc. (Florida)
- First Health Group Corp. (Delaware)
- First Health Life & Health Insurance Company (Texas)
- Claims Administration Corp. (Maryland)
- Cambridge Life Insurance Company (Missouri)
- Coventry Health Care Workers' Compensation, Inc. (Delaware)
- Coventry Rehabilitation Service, Inc. (Delaware)
- First Script Network, Inc. (Nevada)
- FOCUS Healthcare Management, Inc. (Tennessee)
- Medical Examinations of New York, P.C. (New York)
- MetraComp, Inc. (Connecticut)
- Continental Life Insurance Company of Brentwood, Tennessee (Tennessee)
 - American Continental Insurance Company (Tennessee)
- Aetna Life Insurance Company (Connecticut)
 - AHP Holdings, Inc. (Connecticut)
 - Aetna Insurance Company of Connecticut (Connecticut)
 - AE Fourteen, Incorporated (Connecticut)
 - Aetna Life Assignment Company (Connecticut)
 - Aetna ACO Holdings Inc. (Delaware)
 - Innovation Health Holdings, LLC (Delaware)
 - Innovation Health Insurance Company (Virginia)
 - Innovation Health Plan, Inc. (Virginia)
 - PE Holdings, LLC (Connecticut)

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- Azalea Mall, LLC (Delaware)
- Canal Place, LLC (Delaware)
- Aetna Ventures, LLC (Delaware)
- Broadspire National Services, Inc. (Florida)
- Aetna Multi-Strategy 1099 Fund (Delaware)
- Phoenix Data Center Hosting Services LLC (Delaware)
- Aetna Financial Holdings, LLC (Delaware)
 - Aetna Asset Advisors, LLC (Delaware)
 - U.S. Healthcare Properties, Inc. (Pennsylvania)
 - Aetna Capital Management, LLC (Delaware)
 - Aetna Partners Diversified Fund, LLC (Delaware)
 - Aetna Partners Diversified Fund (Cayman), Limited (Cayman)
 - Aetna Workers' Comp Access, LLC (Delaware)
 - Aetna Behavioral Health, LLC (Delaware)
 - Managed Care Coordinators, Inc. (Delaware)
 - Horizon Behavioral Services, LLC (Delaware)
 - Employee Assistance Services, LLC (Kentucky)
 - Health and Human Resource Center, Inc. (California)
 - Resources for Living, LLC (Texas)
 - The Vasquez Group Inc. (Illinois)
 - Work and Family Benefits, Inc. (New Jersey)
 - Aetna Card Solutions, LLC (Connecticut)
 - PayFlex Holdings, Inc. (Delaware)
 - PayFlex Systems USA, Inc. (Nebraska)
- Aetna Health and Life Insurance Company (Connecticut)
- Aetna Health Insurance Company (Pennsylvania)
- Aetna Health Insurance Company of New York (New York)
- Aetna Risk Indemnity Company, Ltd. (Bermuda)
- Aetna International Inc. (Connecticut)
 - Aetna Life & Casualty (Bermuda) Ltd. (Bermuda)
 - Aetna Health Services (UK) Limited (England & Wales)
 - Aetna Global Benefits (Bermuda) Limited (Bermuda)
 - Goodhealth Worldwide (Global) Limited (Bermuda)
 - Aetna Global Benefits (Europe) Limited (England & Wales)
 - Aetna Global Benefits (Asia Pacific) Limited (Hong Kong)
 - Goodhealth Worldwide (Asia) Limited (Hong Kong)
 - Aetna Global Benefits Limited (DIFC, UAE)
 - Spinnaker TopCo Limited (Bermuda)
- Spinnaker BidCo Limited (England and Wales)
 - Aetna HoldCo (UK) Limited (England and Wales)
 - InterGlobal Japan Corporation Limited (Japan)

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- Aetna Global Benefits (UK) Limited (England and Wales)
- Aetna Insurance Company Limited (England and Wales)
- Aetna Insurance (Singapore) Pte. Ltd. (Singapore)
- Aetna Health Insurance Company of Europe Limited (Ireland)
- Aetna (Shanghai) Enterprise Services Co. Ltd. (China)
- Aetna (Beijing) Enterprise Management Services Co., Ltd. (China)
- Aetna Global Benefits (Singapore) PTE. LTD. (Singapore)
- Indian Health Organisation Private Limited (India)
- AUSHC Holdings, Inc. (Connecticut)
 - PHPSNE Parent Corporation (Delaware)
- Active Health Management, Inc. (Delaware)
 - Health Data & Management Solutions, Inc. (Delaware)
 - Aetna Integrated Informatics, Inc. (Pennsylvania)
- Health Re, Inc. (Vermont)
- ASI Wings, LLC (Delaware)
- Healthagen LLC
- Medicity, Inc. (Delaware)
 - Novo Innovations, LLC (Delaware)
 - Allviant Corporation (Delaware)

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

To the best of our knowledge, Aetna has not had a bond or surety that was canceled or forfeited. As a leading, national health care benefits company with more than 150 years experience, we have and have had numerous bonds or sureties in place at any given time.

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

Neither Aetna nor any of its controlled subsidiaries have ever declared bankruptcy. We also have not had any filings for protection under one of the bankruptcy laws.

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

Aetna Life Insurance Company (ALIC) and its subsidiaries/affiliates are routinely involved in non-material litigation regarding the administration of health, life, disability and dental plans. Most of this litigation involves a single claim for benefits or payment for provider services.

ALIC is a wholly-owned subsidiary of Aetna Inc. (Aetna). All material litigation is reported in Aetna's public filings.

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

Aetna Life Insurance Company (ALIC) and its subsidiaries/affiliates are routinely involved in non-material litigation regarding the administration of health, life,

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disability and dental plans. Most of this litigation involves a single claim for benefits or payment for provider services.

ALIC is a wholly-owned subsidiary of Aetna Inc. (Aetna). All material litigation is reported in Aetna's public filings.

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

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

No.

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge

No.

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

No.

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

No ☒ Yes ☐ If Yes, provide details for each such conviction

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No.

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

No.

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

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

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

No.

16) Conflict of Interest:

a) Please disclose:

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

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

Appendix B - Business History Form

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

None.

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

All Aetna employees (including 3rd party suppliers and consultants) are required to complete Business Conduct & Integrity training, including reading and certifying compliance with Aetna's Code of Conduct, Privacy and Information Security policies (via a Code of Conduct Acknowledgment/Disclosure) during the first week of employment and then annually thereafter—and completion is tracked. The training course, itself, is made up of modules including Compliance, Conflicts of Interests, Privacy, Information Security, Workplace Behavior, Fraud, Waste and Abuse, and Records Management. Aetna's Code of Conduct can be viewed at:
<http://www.aetna.com/investors-aetna/assets/documents/code-of-conduct.pdf>

The Code of Conduct Acknowledgment/Disclosure requires employees to disclose, on behalf of themselves or their family members/domestic partners/household members, affiliations of any sort with Aetna constituents, e.g., customers, suppliers, providers, etc.

Appendix B - Business History Form**Attachments to Business History Form**

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

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

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

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

i.) We have over 160 years of experience in providing quality, reliable services to businesses, individuals and the government. Founded in 1853 in Hartford, CT

ii) Our parent company is Aetna Inc., a Pennsylvania corporation. We are a publicly held company whose shares are widely traded on the New York Stock Exchange.

As of December 31, 2014, the only persons known to us to be owners of more than 5 percent of the outstanding shares of our common stock are:

- Black Rock Inc.
- State Street Corporation
- The Vanguard Group
- Wellington Management Group LLP

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The identified persons provided the information in the table below to the SEC:

Name	Ownership Stake
Black Rock Inc.	8.59%
State Street Corporation	6.78%
The Vanguard Group	5.33%
Wellington Management Group LLP	5.22%

iii) **Principal Officers for Aetna, Inc.**

Mark T. Bertolini
Chairman and Chief Executive Officer

Karen S. Rohan
President

Joseph M. Zubretsky
Senior Executive Vice President, National Businesses

Margaret M. McCarthy
Executive Vice President, Innovation, Technology & Service Operations

Hal Paz
Executive Vice President and Chief Medical Officer

William J. Casazza
Executive Vice President and General Counsel

Fran Soistman
Executive Vice President, Government Businesses

Shawn M. Guertin
Executive Vice President, Chief Financial Officer and Chief Enterprise Risk Officer

Principal Officers for Aetna Life Insurance Company

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Appendix B - Business History Form

Joseph M. Zubretsky
Senior Executive Vice President, National Businesses

William J. Casazza
Executive Vice President and General Counsel

Shawn M. Guertin
Executive Vice President, Chief Financial Officer and Chief Enterprise Risk
Officer

Judith H. Jones
Vice President and Corporate Secretary

Jean C. LaTorre
Vice President, Chief Investment Officer

Rajan Parmeswar
Vice President, Controller and Chief Controlling Officer

David Buda
Vice President, Finance and Treasurer

David T. Doherty
Vice President, Head of Internal Audit

- iv) Aetna Life Insurance Company (ALIC) was incorporated in Connecticut on
June 14, 1853.

Aetna Inc. was incorporated in Pennsylvania on December 20, 1982.

- v) Number of employees as of December 31, 2014 – 48,460

- vi) Annual revenue of firm;
Total Revenue* (excluding net realized capital gains/losses)
(\$ in Millions)
2014 \$57,922.8
56,976.90 (ML) updated 4/20/2015

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vii) As one of the nation's leading providers of health and related benefits, we are pleased that national organizations and publications recognize us for our:

- Commitment to diversity
- Innovative products
- Technology innovations
- Employment-related achievements
- World-class customer service

The following list represents some of the achievements of which we are most proud of in the last two years:

2015

- We earned the No. 60 spot on Training Magazine's List of the Top 125 Training Companies in 2015. Each year, Training ranks applications from the leading companies around the world for their excellence in employer-sponsored training and development programs. This was our third year in a row to be named to this list.
- Each year, *Fortune Magazine* creates a ranking of the world's most admired and respected companies. For the past eight years, Aetna has ranked among the top performers in the Health Care: Insurance and Managed Care category.

For the 2015 rankings, we scored first in the category for social responsibility and second in the categories of innovation, use of corporate assets, quality of management, financial soundness, long-term investment value and quality of products/services.

2014

- Aetna was recognized as one of the most community-minded companies nationally in the "Civic 50" rankings. It was the third consecutive year Aetna earned the distinction.
- Aetna was ranked No. 18 by Barron's in its list of the Best Companies for 2014 – up 200 places from last year. The jump reflects results from Aetna's growth strategy. This includes building a diverse business portfolio to thrive in a rapidly changing environment, expand into new marketplaces and lead the industry's transformation. Barron's is a weekly newspaper that covers U.S. financial information, market developments and statistics.

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- For the fourth straight year, Aetna received a ClearMark award from the Center for Plain Language. Aetna won the award for the rewrite and redesign of the Aetna Medicare Advantage enrollment package.
- Aetna Chairman, CEO and President Mark Bertolini ranked among the top 10 leaders in Modern Healthcare's annual survey of the 100 Most Influential People in Healthcare. The annual survey honors individuals in healthcare who are deemed by their peers and an expert panel to be the most influential individuals in the industry, in terms of leadership and impact.

In the coverage of the rankings, Modern Healthcare noted that leaders on this year's list have blazed bold reform paths.

- Our ranking in the Fortune 500 list rose to No. 57, up 27 places from last year's position. The strong gain is a direct result of our acquisition of Coventry and the organic growth we have seen as a result of bringing together two health care leaders. As a combined company, our revenues are nearly \$50 billion.
- We were recognized by the National Council on Aging (NCOA) as a champion for the health and economic security of older adults. We were honored for the company's commitment to serving our communities and supporting organizations focused on the health and wellbeing of seniors and women, such as:
 - Programs to improve the health of Asian seniors with Alzheimer's disease
 - Interactive nutrition workshops to help grandparents in underserved communities create healthier family eating plans
 - Research to determine if good communication between home health nurses and doctors will lower hospital readmission rates for recently hospitalized Medicare patients with congestive heart failure

NCOA is a nonprofit service and advocacy organization that represents older adults and the community organizations that serve them.

- For the third year in a row, we have been praised for our clear and consumer-friendly Explanation of Benefits (EOB) statements by DALBAR, Inc. DALBAR is a leading market research firm that evaluates health care practices and communications. They review EOBs to see if they are addressing the needs of health plan members.

In their *2014 Trends and Best Practices in Explanation of Benefits* study, DALBAR rated EOBs from across the healthcare industry on clarity, content and design.

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DALBAR awarded the Aetna EOB with their highest rating of Excellent and a score much higher than the industry average. They also praised the Aetna EOB as an Industry Best and gave it the top score for clarity.

"Millions of American's receive EOB statements from their insurers every year," said the DALBAR study. "While the EOB statement may be one of the most important communications an individual receives, it is also one of the least understood. Simply telling people what they owe only begins to answer basic questions and often leads to more confusion than understanding."

Aetna has worked hard to design a document that is clear and members find helpful. It is a significant achievement to be recognized, for the third year in a row, as an industry leader.

- We were ranked in the Top 20 of Diversity Inc.'s annual list of the Top 50 Companies for Diversity. More than 1,000 public and private companies competed for spots on the coveted list and Aetna is ranked 19.
- We were honored by the National Business Group on Health with the 2014 Innovation in Reducing Health Care Disparities Award. We are a three-time recipient of the award recognizing organizations for their commitment to equality in health care and exceptional support for cultural diversity.
- We earned the No. 37 spot on Training Magazine's List of the Top 125 Training Companies in 2014. Each year, Training ranks applications from the leading companies around the world for their excellence in employer-sponsored training and development programs.

Please refer to the exhibits section for the state License.

B: Indicate number of years in business.

We have over 160 years of experience in providing quality, reliable services to businesses, individuals and the government. Founded in 1853 in Hartford, CT, we entered the group life insurance business in 1913 and group health insurance business in 1936. Our first group hospitalization contract was issued in 1937. We

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introduced our first major medical product in 1951, our first dental plan in 1957 and our first stand-alone vision product in 2009.

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

Everything we do at Aetna starts with our values — a clear, strongly held set of core beliefs that reflect who we are and what you can expect from us. We created our core values together, as one company with almost 50,000 individual voices, and with guidance from our customers. Our values carry through our thoughts and actions every day, inspire innovation in our products and services, and drive our commitment to excellence in all we do.

We put the people we serve at the center of everything we do and live by the following core set of values:

- Integrity: We do the right thing for the right reason.
- Excellence: We strive to deliver the highest quality and value possible through simple, easy and relevant solutions.
- Inspiration: We inspire each other to explore ideas that can make the world a better place.
- Caring: We listen to and respect our customers and each other so we can act with insight, understanding and compassion.

Our mission and goals

Our values guide our mission and goals. We are committed to helping people achieve health and financial security by providing easy access to cost-effective, high-quality health care.

As we strive to be the global leader in empowering people to live healthier lives, we continue to play a pivotal role in helping transform the way health care is delivered.



Appendix B - Business History Form

We collaborate with doctors, hospitals, government entities, plan sponsors, patients and consumers to design locally appropriate solutions that improve health, quality and cost outcomes in North America, Asia, Europe and the Middle East.

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

As a professional courtesy to our customers, we seek their permission in each instance we use their names as a reference. Our customers ask that we release their names only when we are a finalist. We are happy to supply references and will do so in a timely fashion, but we would prefer initial feedback on the strength of our proposal prior to seeking their permission.

We have provided those references available at this time below:

Confidential

Company Fordham University

Contact Person Larry Dipillo

Address 441 E Fordham Road

City/State Bronx, NY

Telephone 718-817-4932

Fax # 718-817-4929

E-Mail Address dipillo@fordham.edu

Appendix B - Business History Form

ConfidentialCompany Leidos HealthContact Person Sara RasmussenAddress 705 E Main StreetCity/State Westfield, INTelephone 317-804-3966Fax # UnknownE-Mail Address sara.rasmussen@leidoshealth.com**Confidential**1) Company Skanska USA Building Inc.Contact Person Jane Hoban-BrokerAddress Ellis Preserve 3809 West, Chester Pine Suite 19City/State Newton Square,Telephone 610-325-0200Fax # 610-325-2687E-Mail Address jhoban@creativebenefitsinc.com**Confidential**

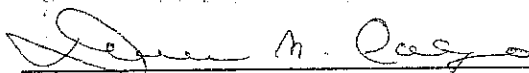
Appendix B - Business History Form

CERTIFICATION

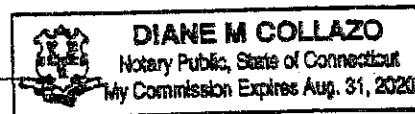
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

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

Sworn to before me this 30 day of June 30, 2016



Notary Public



Name of submitting business: Aetna Life Insurance Company

By: Earl Lappen _____

Earl W Lappen Print name

Signature

DIR, CFS ACCOUNT MGM

Title

06/30/2016

Date

Appendix C - Principal Questionnaire Form

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

****This section is Not Applicable as it is geared toward an individual/ principal owner which does not exist.**

1. Principal Name _____
Date of birth ____/____/____
Home address _____
City/state/zip _____
Business address _____
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
NO ☐ YES ☐ If Yes, provide details.

Not Applicable.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☐ YES ☐ If Yes, provide details.

Appendix C - Principal Questionnaire Form

Not Applicable.

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

Not Applicable.

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

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

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

Not Applicable.

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

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

Not Applicable.

Appendix C - Principal Questionnaire Form

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

Appendix C - Principal Questionnaire Form

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business NO ☐ YES ☐ If Yes, provide details for each such conviction.

Not Applicable.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☐ YES ☐ If Yes, provide details for each such conviction.

Not Applicable.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☐ YES ☐ If Yes, provide details for each such occurrence.

Appendix C - Principal Questionnaire Form

Not Applicable.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☐ YES ☐ If Yes, provide details for each such investigation.
-

Not Applicable.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☐ YES ☐ If Yes; provide details for each such investigation.
-

Not Applicable.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held NO ☐ YES ☐ If Yes; provide details for each such instance.
-

Not Applicable.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not

Appendix C - Principal Questionnaire Form

limited to water and sewer charges? NO ☐ YES ☐ If Yes, provide details for each such year.

Not Applicable.

Appendix C - Principal Questionnaire Form**CERTIFICATION**

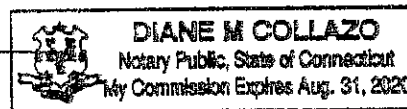
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

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

Sworn to before me this 30 day of June 2016



Notary Public

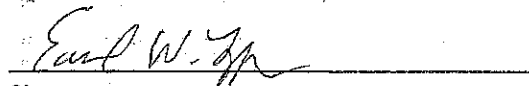


Aetna Life Insurance Company

Name of submitting business

Earl Lappen

Print name



Signature

DIR, CFS ACCOUNT MGM

Title

06/30/2016

Date

Appendix D- Consultants, Contractors and Vendors Disclosure Form**CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM**

1. Name of the Entity: Aetna Life Insurance Company (ALIC)
Address: 151 Farmington Avenue,
City, State and Zip Code: Hartford, CT 06156
2. Entity's Vendor Identification Number: Federal ID Number: 06-6033492
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Principal Officers for Aetna, Inc.

Mark T. Bertolini
Chairman and Chief Executive Officer

Karen S. Rohan
President

Joseph M. Zubretsky
Senior Executive Vice President, National Businesses

Margaret M. McCarthy
Executive Vice President, Innovation, Technology & Service Operations

Hal Paz
Executive Vice President and Chief Medical Officer

William J. Casazza
Executive Vice President and General Counsel

Appendix D- Consultants, Contractors and Vendors Disclosure Form

Fran Soistman
Executive Vice President, Government Businesses

Shawn M. Guertin
Executive Vice President, Chief Financial Officer and Chief Enterprise Risk Officer

Principal Officers for Aetna Life Insurance Company

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Joseph M. Zubretsky
Senior Executive Vice President, National Businesses

William J. Casazza
Executive Vice President and General Counsel
Shawn M. Guertin
Executive Vice President, Chief Financial Officer and Chief Enterprise Risk Officer

Judith H. Jones
Vice President and Corporate Secretary

Jean C. LaTorre
Vice President, Chief Investment Officer

Rajan Parmeswar
Vice President, Controller and Chief Controlling Officer

David Buda
Vice President, Finance and Treasurer

David T. Doherty
Vice President, Head of Internal Audit

Appendix D- Consultants, Contractors and Vendors Disclosure Form

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

Aetna makes available free of charge through its website at www.aetna.com its Annual Reports on Form 10-K.

Please refer to the Samples and Brochures section of this proposal for our 2014 Financial Annual Report.

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

Listed below are subsidiaries of Aetna Inc. at December 31, 2013 with their jurisdictions of organization shown in parentheses. Subsidiaries excluded from the list below would not, in the aggregate, constitute a "significant subsidiary" of Aetna Inc., as that term is defined in Rule 1-02(w) of Regulation S-X.

- Aetna Health Holdings, LLC (Delaware)
 - Aetna Health of California Inc. (California)
 - Aetna Health Inc. (Connecticut)
 - Aetna Health Inc. (Florida)
 - Aetna Health Inc. (Georgia)
 - Aetna Health Inc. (Maine)
 - Aetna Health Inc. (Michigan)
 - Aetna Health Inc. (New Jersey)
 - Aetna Health Inc. (New York)
 - Aetna Better Health Inc. (New York)
 - Aetna Health Inc. (Pennsylvania)
 - Aetna Health Inc. (Texas)
 - Aetna Better Health of Texas Inc. (Texas)

Appendix D- Consultants, Contractors and Vendors Disclosure Form

- Aetna Better Health Inc. (Georgia)
- Aetna Dental of California Inc. (California)
- Aetna Dental Inc. (New Jersey)
- Aetna Dental Inc. (Texas)
- Aetna Health Finance, Inc. (Delaware)
- Aetna Rx Home Delivery, LLC (Delaware)
- Aetna Health Management, LLC (Delaware)
- Aetna Ireland Inc. (Delaware)
- Chickering Claims Administrators, Inc. (Massachusetts)
- Aetna Specialty Pharmacy, LLC (Delaware)
- Cofinity, Inc. (Delaware)
- @Credentials Inc. (Delaware)
- Strategic Resource Company (South Carolina)
- Aetna Better Health Inc. (Pennsylvania)
- Aetna Better Health Inc. (Connecticut)
- Aetna Better Health Inc. (Illinois)
- Aetna Better Health, Inc. (Louisiana)
- Aetna Better Health Inc. (Florida)
- Aetna Better Health Inc. (Ohio)
- Aetna Better Health Inc. (New Jersey)
- Aetna Risk Assurance Company of Connecticut, Inc. (Connecticut)
- Aetna Student Health Agency Inc. (Massachusetts)
- Delaware Physicians Care, Incorporated (Delaware)
- Schaller Anderson Medical Administrators, Incorporated (Delaware)
- Aetna Medicaid Administrators LLC (Arizona)
- iTriage, LLC (Delaware)
- bSwift LLC (Illinois)
- Corporate Benefit Strategies, Inc. (Delaware)
- Prodigy Health Group, Inc. (Delaware)
- Niagara Re, Inc. (New York)
- Performax, Inc. (Delaware)
- Scrip World, LLC (Utah)
- Precision Benefit Services, Inc. (Delaware)
- American Health Holding, Inc. (Ohio)
- Meritain Health, Inc. (New York)
- ADMINCO, Inc. (Arizona)
- Administrative Enterprises, Inc. (Arizona)
- U.S Healthcare Holdings, LLC (Ohio)
- Prime Net, Inc. (Ohio)
- Professional Risk Management, Inc. (Ohio)
 - Coventry Financial Management Services, Inc. (Delaware)

Appendix D- Consultants, Contractors and Vendors Disclosure Form

- Coventry Health Care of Delaware, Inc. (Delaware)
- Coventry Health Care of Georgia, Inc. (Georgia)
- Coventry Transplant Network, Inc. (Delaware)
- Coventry Health Care of Pennsylvania, Inc. (Pennsylvania)
- Coventry Health Care of Iowa, Inc. (Iowa)
- Coventry Health Care of Nebraska, Inc. (Nebraska)
- Coventry Health Care of Louisiana, Inc. (Louisiana)
- HealthAmerica Pennsylvania, Inc. (Pennsylvania)
- HealthAssurance Pennsylvania, Inc. (Pennsylvania)
- Coventry Prescription Management Services Inc. (Nevada)
- Coventry Health and Life Insurance Company (Missouri)
- Coventry Health Care of Virginia, Inc. (Virginia)
- Coventry Health Care of Missouri, Inc. (Missouri)
- HealthCare USA of Missouri, LLC (Missouri)
- Coventry Health Care of Illinois, Inc. (Illinois)
- Coventry Health Care of West Virginia, Inc. (West Virginia)
- Coventry Health Care of the Carolinas, Inc. (North Carolina)
- Coventry HealthCare Management Corporation (Delaware)
- Coventry Health Care of Kansas, Inc. (Kansas)
- Coventry Health Care National Accounts, Inc. (Delaware)
- Coventry Health Care of Texas, Inc. (Texas)
- Aetna Better Health of Michigan Inc. (Michigan)
- Aetna Health of Utah Inc. (Utah)
- HealthAssurance Financial Services, Inc. (Delaware)
- Aetna Better Health Inc. (Tennessee)
- Coventry Health Care National Network, Inc. (Delaware)
- Coventry Consumer Advantage, inc. (Delaware)
- MHNet Specialty Services, LLC (Maryland)
- Mental Health Network of New York IPA, Inc. (New York)
- Mental Health Associates, Inc. (Louisiana)
- MHNet of Florida, Inc. (Florida)
- MHNet Life and Health Insurance Company (Texas)
- Group Dental Service, Inc. (Maryland)
- Group Dental Service of Maryland, Inc. (Maryland)
- Florida Health Plan Administrators, LLC (Florida)
- Coventry Health Care of Florida, Inc. (Florida)
- Carefree Insurance Services, Inc. (Florida)
- Coventry Health Plan of Florida, Inc. (Florida)
- First Health Group Corp. (Delaware)
- First Health Life & Health Insurance Company (Texas)
- Claims Administration Corp. (Maryland)

Appendix D- Consultants, Contractors and Vendors Disclosure Form

- Cambridge Life Insurance Company (Missouri)
- Coventry Health Care Workers' Compensation, Inc. (Delaware)
- Coventry Rehabilitation Service, Inc. (Delaware)
- First Script Network, Inc. (Nevada)
- FOCUS Healthcare Management, Inc. (Tennessee)
- Medical Examinations of New York, P.C. (New York)
- MetraComp, Inc. (Connecticut)
- Continental Life Insurance Company of Brentwood, Tennessee (Tennessee)
 - American Continental Insurance Company (Tennessee)
- Aetna Life Insurance Company (Connecticut)
 - AHP Holdings, Inc. (Connecticut)
 - Aetna Insurance Company of Connecticut (Connecticut)
 - AE Fourteen, Incorporated (Connecticut)
 - Aetna Life Assignment Company (Connecticut)
 - Aetna ACO Holdings Inc. (Delaware)
 - Innovation Health Holdings, LLC (Delaware)
 - Innovation Health Insurance Company (Virginia)
 - Innovation Health Plan, Inc. (Virginia)
 - PE Holdings, LLC (Connecticut)
 - Azalea Mall, LLC (Delaware)
 - Canal Place, LLC (Delaware)
 - Aetna Ventures, LLC (Delaware)
 - Broadspire National Services, Inc. (Florida)
 - Aetna Multi-Strategy 1099 Fund (Delaware)
- Phoenix Data Center Hosting Services LLC (Delaware)
- Aetna Financial Holdings, LLC (Delaware)
 - Aetna Asset Advisors, LLC (Delaware)
 - U.S. Healthcare Properties, Inc. (Pennsylvania)
 - Aetna Capital Management, LLC (Delaware)
 - Aetna Partners Diversified Fund, LLC (Delaware)
 - Aetna Partners Diversified Fund (Cayman), Limited (Cayman)
 - Aetna Workers' Comp Access, LLC (Delaware)
 - Aetna Behavioral Health, LLC (Delaware)
 - Managed Care Coordinators, Inc. (Delaware)
 - Horizon Behavioral Services, LLC (Delaware)
 - Employee Assistance Services, LLC (Kentucky)
 - Health and Human Resource Center, Inc. (California)
 - Resources for Living, LLC (Texas)
 - The Vasquez Group Inc. (Illinois)
 - Work and Family Benefits, Inc. (New Jersey)
 - Aetna Card Solutions, LLC (Connecticut)

Appendix D- Consultants, Contractors and Vendors Disclosure Form

- PayFlex Holdings, Inc. (Delaware)
 - PayFlex Systems USA, Inc. (Nebraska)
 - Aetna Health and Life Insurance Company (Connecticut)
 - Aetna Health Insurance Company (Pennsylvania)
 - Aetna Health Insurance Company of New York (New York)
 - Aetna Risk Indemnity Company, Ltd. (Bermuda)
 - Aetna International Inc. (Connecticut)
 - Aetna Life & Casualty (Bermuda) Ltd. (Bermuda)
 - Aetna Health Services (UK) Limited (England & Wales)
 - Aetna Global Benefits (Bermuda) Limited (Bermuda)
 - Goodhealth Worldwide (Global) Limited (Bermuda)
 - Aetna Global Benefits (Europe) Limited (England & Wales)
 - Aetna Global Benefits (Asia Pacific) Limited (Hong Kong)
 - Goodhealth Worldwide (Asia) Limited (Hong Kong)
 - Aetna Global Benefits Limited (DIFC, UAE)
 - Spinnaker TopCo Limited (Bermuda)
 - Spinnaker BidCo Limited (England and Wales)
 - Aetna HoldCo (UK) Limited (England and Wales)
 - InterGlobal Japan Corporation Limited (Japan)
 - Aetna Global Benefits (UK) Limited (England and Wales)
 - Aetna Insurance Company Limited (England and Wales)
 - Aetna Insurance (Singapore) Pte. Ltd. (Singapore)
 - Aetna Health Insurance Company of Europe Limited (Ireland)
 - Aetna (Shanghai) Enterprise Services Co. Ltd. (China)
 - Aetna (Beijing) Enterprise Management Services Co., Ltd. (China)
 - Aetna Global Benefits (Singapore) PTE. LTD. (Singapore)
 - Indian Health Organisation Private Limited (India)
 - AUSHC Holdings, Inc. (Connecticut)
 - PHPSNE Parent Corporation (Delaware)
 - Active Health Management, Inc. (Delaware)
 - Health Data & Management Solutions, Inc. (Delaware)
 - Aetna Integrated Informatics, Inc. (Pennsylvania)
 - Health Re, Inc. (Vermont)
 - ASI Wings, LLC (Delaware)
 - Healthagen LLC
 - Medicity, Inc. (Delaware)
 - Novo Innovations, LLC (Delaware)
 - Allviant Corporation (Delaware)
-

Appendix D- Consultants, Contractors and Vendors Disclosure Form

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

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

Mr. Jeffrey Lovell, Managing Director

Park Strategies

101 Park Avenue, Suite 2506

New York, NY 10178

212.883.5608

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

Park Strategies is retained by Aetna to assist Aetna in arranging meetings to discuss Aetna's health insurance solutions with County, Municipal, and School Board entities in New York.

Appendix D- Consultants, Contractors and Vendors Disclosure Form

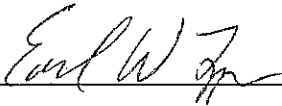
- (c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Park Strategies is a registered lobbyist with Nassau County and the State of New York.

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

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

Confirmed.

Dated: June 30, 2016 Signed: 

Print Name: Earl Lappen

Title: DIR, CFS ACCOUNT MGM

Appendix D- Consultants, Contractors and Vendors Disclosure Form

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

Noted.

APPENDIX E

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Jeffrey Lovell, Managing Director

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

Park Strategies is registered with Nassau County and the State of New York

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

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

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

Park Strategies is retained by Aetna to assist Aetna in arranging meetings to discuss Aetna's health insurance solutions with County, Municipal, and School Board entities in New York.

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

Park Strategies is retained by Aetna to assist Aetna in arranging meetings to discuss Aetna's health insurance solutions with County, Municipal, and School Board entities in New York.

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

Dated:

6/30/10

Signed:

Earl W. Lappin

Print Name:

EARL W. LAPPIN

Title:

Director, Account Management

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the

Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Noted.

Appendix F- Standard Clauses

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

Confirmed.

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

Confirmed.

3. **Compliance with Law.** (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) **Nassau County Living Wage Law.** Pursuant to LL 1-2005, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

Appendix F- Standard Clauses

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

Confirmed.

- (c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
-

Confirmed.

Appendix F- Standard Clauses

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

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

Confirmed.

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

Confirmed.

5. Indemnification; Defense; Cooperation.

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

Appendix F- Standard Clauses

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

Your Indemnification language is generally acceptable. However, we wish to clarify the following:

- (1) Aetna can agree to indemnify County of Nassau on a comparative negligence theory, but we are not prepared to indemnify County of Nassau for 100% of a loss if Aetna is only partially at fault. As such, the words "that portion of" should be inserted before "any and all liability claims..." in the first line.
 - (2) Consistent with the last comment, a standard of care should be introduced so that Aetna would only be liable for conduct deemed to be negligent. We are prepared to discuss other formulations of the standard of care, but we do not believe it is appropriate to omit the standard of care altogether in this paragraph.
 - (3) Neither County of Nassau nor Aetna is responsible for the health care delivered by health care providers, whether network or non-network. The indemnification obligation set forth above would not apply to any portion of any claim, demand or legal action caused by the acts or omissions of health care providers with respect to Members
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Appendix F- Standard Clauses

6. Insurance.

- (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages.

Appendix F- Standard Clauses

The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

Confirmed.

7. Assignment; Amendment; Waiver; Subcontracting.

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

Confirmed.

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

Confirmed.

Appendix F- Standard Clauses

9. Termination.

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

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

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

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

Aetna agrees with the customer's right to terminate this agreement. We would like to include a clause that provides Aetna the right to terminate this agreement if the customer does not fund the claim wire.

Appendix F- Standard Clauses

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

Confirmed.

11. **Limitations on Actions and Special Proceedings against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
-

Confirmed.

Appendix F- Standard Clauses

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

Confirmed.

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

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.
-

Confirmed.

Appendix F- Standard Clauses

14. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

Agreed.

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

- (a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.
-

Confirmed.

Appendix G- Equal Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

Appendix G- Equal Opportunities for Minorities and Women

- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix G, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

Appendix G- Equal Opportunities for Minorities and Women

- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix G or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

Appendix G- Equal Opportunities for Minorities and Women

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

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

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

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

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

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

Appendix G- Equal Opportunities for Minorities and Women

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

Appendix G- Equal Opportunities for Minorities and Women

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

Appendix G- Equal Opportunities for Minorities and Women

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

Aetna's Supplier Diversity Program

At Aetna, we take every opportunity to be inclusive in our sourcing activities. With this understanding, we have established proactive efforts to reach traditionally underutilized (TUU) suppliers. We believe we have achieved a level of success purchasing with TUU suppliers in support of our national portfolio, however we continue to look for new opportunities to integrate TUU suppliers into the way we do business.

As evidence of our commitment to the diverse communities we serve, in 2014 Aetna's first and second tier expense with certified minority-owned (MBE), women-owned (WBE), lesbian, gay, bisexual, transgender-owned (LGBT), disability-owned (DISBE), veteran-owned (VBE) and registered small businesses (SBE) totaled \$252 million.

For your review we have included our Supplier Diversity Program objectives, definitions, community involvement and achievements.

Program Objectives

Our program has two major objectives. The first objective is to increase first tier dollars procured directly with TUU suppliers. Each year, we establish both enterprise and business area Supplier Diversity targets that are directly tied to the Aetna scorecard. Performance is tracked and communicated to key business area leaders monthly and to our Executive Committee quarterly. As an enterprise we strive to demonstrate year-over-year growth in our Supplier Diversity expense.

The second objective of our program is to develop second tier purchasing partnerships. Aetna requires our prime suppliers to meet second tier targets in support of both our Supplier Diversity strategy and business needs. We believe that in order for us to be successful, not only do we have to support TUU suppliers, but so do the companies with whom we do business.

Appendix G- Equal Opportunities for Minorities and Women**Diverse Businesses Definitions**

Aetna defines minority-owned and women-owned business enterprises (MBE/WBE), as suppliers that have been certified as such by a third party organization acceptable to Aetna. These companies are 51 percent owned, controlled, operated, and managed by members of a minority group or non-minority women. Minority groups include: African Americans, Hispanic Americans, Native Americans, Asian Indian Americans and Asian Pacific Americans.

Lesbian, gay, bisexual and transgender-owned businesses (LGBT) are defined as at least 51% owned by one or more, gay, lesbian, bisexual or transgendered individuals.

Disability-owned business enterprises (DISBE) are defined as at least 51% owned, operated, managed, and controlled by an individual with a disability or service-disabled veteran who is either a U.S. citizen or a lawful permanent resident.

Veteran-owned business enterprises (VBE) are defined as small businesses that are at least 51% unconditionally owned by one or more veterans (as defined at 38 U.S.C. (2)); or in the case of any publicly owned business, at least 51% of the stock which is unconditionally owned by one or more veterans; and whose management and daily business operations are controlled by one or more veterans.

Small business enterprises (SBE) are defined as suppliers registered with the Small Business Administration. Small Business designations include: small business, small disadvantaged business, disadvantage business, disabled veteran owned business, veteran owned business, HUBZone, or the SBA 8(a) Program.

Certification

In order to validate ownership, TUU suppliers are required to obtain certification through a third party agency. Aetna accepts certification from the following:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- US Business Leadership Network (USBLN)
- US Department of Veterans Affairs

Appendix G- Equal Opportunities for Minorities and Women

We also accept registration through the Small Business Administration (SBA) for our small business suppliers. We evaluate certification from other third-party organizations on a case by case basis and actively solicit participation from TUU suppliers certified through state, county and city agencies.

Aetna's Community Involvement

Aetna holds a national corporate membership with the following organizations:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- National Gay And Lesbian Chamber of Commerce (NGLCC)

We also participate on the following boards and councils:

- Board of Directors for the Greater New England Minority Supplier Development Council (GNEMSDC)
 - Procurement Council through the National Gay and Lesbian Chamber of Commerce (NGLCC)
 - Healthcare Industry Group (HCIG) through National Minority Supplier Development Council (NMSDC)
-

APPENDIX H

CERTIFICATE OF COMPLIANCE

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

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

EARL W. LAPPEN (Name)

151 FARMINGTON AVE HARTFORD CT (Address)

860-273-7447 (Telephone Number)

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

CONFIRMED

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

N/A

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

N/A

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

Confirmed

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

Earl W. Lappen

Dated

Signature of Chief Executive Officer

EARL W. LAPPEN

Name of Chief Executive Officer

Sworn to before me this

30 day of *June*, 20*16*

Diane M. Collazo

Notary Public



Appendix I- Summary of Benefits and Coverage for the Present Plan

- See attached for Summary of Benefits and Coverage for Present Plan

Noted.

Appendix J — Proposal Questionnaire

A. General

1. Please submit a copy of your most recent audited financial statement and annual report.
-

We have provided Samples and Brochures on CD-ROM. The CD-ROM contains our most recent audited financial statement and annual report.

2. How many Group programs of comparable size does your company administer? Please name comparable state, county or municipal programs. Please provide three-(3) references from current clientele and three-(3) references from clients who have terminated relationships with your organization within the past three-(3) years.
-

PayFlex administers approximately 40 FSA programs of comparable size to the County.

We support over 4,000 FSA/HSA/HRA clients. They cross all industries and sizes. Our larger reimbursement account clients average about 4,500 benefit eligible employees per client.

Over 125 of PayFlex's clients are Fortune 500 companies and approximately 100 clients have over 20,000 benefit eligible employees. We support all clients regardless of size with equal dedication and expertise. As a result, our client retention rate is approximately 94%.

Current clients

- 1) Fordham University
Contact Person: Larry Dipillo
Address: 441 E Fordham Road
City/State: Bronx, NY
Telephone: 718-817-4932
Fax #: 718-817-4929
Email: dipillo@fordham.edu

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2) Leidos Health

Contact Person: Sara Rasmussen
Address: 705 E Main Street
City/State: Westfield, IN
Telephone: 317-804-3966
Fax #: Unknown
Email: sara.rasmussen@leidoshealth.com

3) Skanska USA Building Inc.

Contact Person: Jane Hoban-Broker
Address: Ellis Preserve 3809 West, Chester Pine Suite 19
City/State: Newton Square, PA
Telephone: 610-325-0200
Fax #: 610-325-2687
Email: jhoban@creativebenefitsinc.com

Terminated clients

1) Family Dollar Stores, Inc.

Contact Person: Crispen Ward
Address: 10301 Monroe Road
City/State: Matthews, NC
Telephone: 704-708-7229
Email: CWard@familydollar.com

2) Six Flags

Contact Person: Reyna Sanchez
Address: 924 Avenue J
City/State: East Grand Prairie, TX
Telephone: 972-595-5000
Email: rsanchez@sftp.com

3) Vanderbilt University

Contact Person: Rick Ohmer
Address: 2525 West End Avenue, Suite 500
City/State: Nashville, TN
Telephone: 615-343-5874

Appendix J — Proposal Questionnaire

3. Confirm that your quotation would conform in all respects with the plan specifications of the Section III, Scope of Work. Identify specifically the provisions, which would deviate from this plan and indicate cost implications, if any.

Confirmed.

-
4. Claims Operation - Proposers must agree to permit representatives of the Committee to visit their claims operation prior to selection as well as afterwards, if necessary.

Confirmed.

-
5. Claims Responsibility - Confirm that as the successful vendor, you are willing to be responsible for run-off claims at the end of the contract period, if your contract is not renewed.

Confirmed.

-
6. Claims Responsibility - The new vendor will be expected to assume responsibility for all claims incurred on and after the effective date. The current vendor will handle run-off claims.

Confirmed.

Appendix J — Proposal Questionnaire

7. Please confirm that you carry commercial general and professional liability insurance of \$2 million and will name the County as Additional Insured to indemnify the County against any claim or loss, damage or injury to property or persons arising out of the performance or failure to perform by your firm, employees and agents of the services covered by your contract with the County. Please provide copies of the certificates of insurance.
-

Confirmed.

8. Currently, do you routinely survey beneficiaries to determine satisfaction with the services provided to them? What percent of beneficiaries are surveyed? Explain your program in this regard. How are the survey results used and are they shared with the client and provider? Include a sample copy of a recent survey.
-

PayFlex has implemented a Participant Experience Survey tool with the survey vendor, Medallia. This survey tool will assist PayFlex in maintaining the mission of providing best in class customer service by capturing the voice of the participant.

There were 51,217 completed surveys for plan year 2015. Our First Call Resolution Rate: 90.7% of first calls surveyed were resolved. Overall Satisfaction with Customer Service Representatives (CSR) was 84.6% of the members surveyed rated their satisfaction with the CSR 6-10 on the 10 point rating scale:

As of 2015, PayFlex has begun to offer annual client forums, where direct feedback is solicited from clients and their participants.

Appendix J — Proposal Questionnaire

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

PayFlex has implemented a Participant Experience Survey tool with the survey vendor, Medallia. This survey tool will assist PayFlex in maintaining the mission of providing best in class customer service by capturing the voice of the participant.

There were 51,217 completed surveys for plan year 2015. Our First Call Resolution Rate: 90.7% of first calls surveyed were resolved. Overall Satisfaction with Customer Service Representatives (CSR) was 84.6% of the members surveyed rated their satisfaction with the CSR 6-10 on the 10 point rating scale.

As of 2016, PayFlex has begun to offer annual client forums, where direct feedback is solicited from clients and their participants.

B. Proposal Guarantee

All proposals must be guaranteed by the administrator to be firm for an effective date of January 1, 2017. Administrative fee must be guaranteed for a period of three (3) years.

Confirmed. Please refer to Proposal Guarantee Tab.

Appendix J — Proposal QuestionnaireC. Financial

1. What is the frequency and timing for the cycle of claims payment, mailing of checks/drafts direct deposit?
-

We provide daily claims processing and payments. PayFlex prides itself on our claim turnaround times. All claims are processed within 2 business days of receipt. Our average turnaround time for 2015 was 1.39 days. Claims processing activities are monitored hour by hour by the Claims Manager, who performs queue load leveling to ensure that each Claims Examiner's queue is optimized. Prior year's claim volume is analyzed each month with data from new sales to ensure that proper staffing levels are in place. Additionally, many of our departments are cross trained to assist with spikes in workloads. In this way, we can ensure that we meet our aggressive claims processing turnaround times.

Reimbursement to the participant is based on the employer's reimbursement schedule and can be as often as daily. Participants may elect to receive reimbursement via paper checks or direct deposit to a designated savings or checking account. Daily claim processing promises a 72-hour turnaround time on claim reimbursements when direct deposit is used.

PayFlex does not impose a minimum claim reimbursement amount.

2. What is your policy with respect to claim/reimbursement checks that have not been cashed? Do you reissue the claim checks? If so, after what period? Do you transfer funds pertaining to unclaimed checks to the State of New York? If so, after what period? Are there any charge participants to have a check re-issued?
-

We monitor uncashed checks through our daily and monthly bank reconciliation processes. In order to remain compliant with the unclaimed property statutes we send due diligence letters to plan participants at their last known address who have not cashed their reimbursement checks. The timeframe and the threshold for the dollar amount of the due diligence letters are governed by each individual state. For those participants that reply, they must sign a letter stating they will not cash the original check should it be found.

Appendix J — Proposal Questionnaire

D. Claims Administration

1. Describe your regular method of claims processing in detail. How do you assist the members in answering claims questions?
-

Participants may initiate healthcare/dependent care claims using any of the following options: participant web portal, mobile application, fax, or paper/mail. All claims must be accompanied by a receipt. Receipts must include enough information to reliably verify that the expense is eligible, such as a medical EOB or a detailed cash register receipt, depending on the type of transaction.

- Participants can initiate claims online through the participant web portal via the File A Claim option. They may also upload receipts in PDF format, thereby eliminating the need to mail or fax receipts.
- If the participant prefers, the claim can be initiated online and followed up with faxed or mailed receipts.
- Claims may also be submitted in their entirety by mail or fax.
- Participants can also utilize our PayFlex Mobile™ application, that is available for iPhone® and Android™ smartphones. This application allows participants to submit claims using their phones – including the ability to upload pictures of receipts taken with their phone's camera or from their phone's photo library.

The participant web portal provides a step-by-step guide to submitting claims online utilizing the File A Claim option. The File A Claim option enables participants to initiate manual claims online by completing a pre-populated form with drop down selections. It also enables the participant to upload scanned receipts in PDF format, thereby eliminating the need to mail or fax claims to PayFlex for adjudication.

All claims submitted by the File A Claim option and Mobile Application are archived in PDF format on the participant web portal. In addition, participants may establish and maintain notification preferences through the "Notifications" option under "My Settings" within the participant portal. Here participants can sign up for Email, Web, or a Text Message which will automatically be sent to the participant indicating the final disposition of the claim.

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2. Provide sample claim forms, EOB's and other materials furnished to participants.

We have provided Samples and Brochures on CD-ROM. The CD-ROM contains our most up to date FSA Sample Communication Materials.

3. What claim office or offices would pay claims? Where are they located? Are customer service representatives and claims adjudication staff located in the same office? If not, please describe. Confirm that you will offer a toll-free number for members contacting your claims/customer service.

PayFlex is headquartered in Omaha, Nebraska with additional offices in Denver, Colorado, Hartford, Connecticut, Chicago, Illinois, Hagerstown, Maryland and Fort Wayne, Indiana. PayFlex Operations are provided primarily out of the Omaha headquarters location which includes: Reimbursement Account Services, COBRA Services, Call Center, Distribution Center, Claims Processing and IT support. Account Managers (AMs) are located in Denver, Omaha, Hartford and Hagerstown.

4. Will you have a staff committed to work on Nassau County claims only? If yes, please describe size of staff and reporting structure.

PayFlex's account management philosophy is to work together with plan sponsor/customer in partnership to create a stellar plan sponsor/customer and member experience. We stress open communication and going the extra mile to ensure that plan sponsor/customer and member needs are met.

Upon your selection of PayFlex as your Administrator, you'll be assigned an Implementation Manager (IM) who serves as your point of contact for all implementation activities. Once the implementation process is complete, the Account Management service team will take over your account and will be your day-to-day contact going forward.

Your team will engage resources throughout the PayFlex organization to provide the necessary implementation support, while maintaining your ongoing strategic business requirements. As necessary, other team members are available to assist your assigned managers including IT resources, file transmission experts and

Appendix J — Proposal Questionnaire

operational management team members. Your assigned team will bring in the appropriate resources to ensure a successful plan sponsor/customer relationship.

Your team will consist of two or more trained members who report to Account Management organizational leaders. This structure facilitates teamwork, ensures adequate back up and provides a logical escalation path that ends with our Executive Management team.

In addition, Christopher Rossi, PayFlex Sales Director, will act as your ongoing strategic point of contact. Chris will be responsible for ensuring that PayFlex is prepared to meet your long-term strategic initiatives.

5. What is your normal "in office" turnaround time, i.e., the time lag from mailed back by the office. Please indicate example of percentage settlement for one month's claim volume within 5, 10, 15, and 20 working days.

Our average turnaround time is 48 hours (2 business days). In March of 2016 our average turnaround time was 0.87 days.

6. Describe Internal Audit Review procedures. Who performs audits? How are claims selected?

To ensure claims processing accuracy, PayFlex Claims Examiners go through extensive training and continuing education facilitated by PayFlex Academy staff members. In addition, each day a pre-determined number of claims across all Claims Examiners are pulled and audited. PayFlex's goal is to audit an average of 2,000 claims per month. CBAS automates the process by randomly selecting individual claims processed on that day and generating a claims audit report. Compliance Department personnel then review the claims for accuracy. The audit verifies that the data was entered accurately, that the proper expense code was assigned and that denial codes were assigned properly when necessary. Claims Examiners receive a quarterly bonus based on these numbers. Claims audits are performed daily and are considered to be post disbursement.

Note that should any errors be detected, the claim is corrected and the participant is informed via an EOP. Depending on the nature of the error, the EOP includes a check/direct deposit or instructions regarding any repayments required.

Appendix J — Proposal Questionnaire

7. Please provide the proposed office's quality statistics for calendar years 2014 and 2015 and compare these statistics to your internal performance objectives.

We have provided Samples and Brochures on CD-ROM. The CD-ROM contains our most recent Monthly Score Reports.

E. Reports/Systems/Data Communication

1. Ownership of Data — Nassau County must maintain ownership of the data and no data can be used for any other purpose without approval of Nassau County
-

Confirmed.

2. Please confirm that your quotation includes providing the County with the year-end Flex Spending Accounts Plan Year Close-Out Report and that these reports will be furnished to the County at no additional cost.
-

Confirmed.

3. Provide examples of other "standard" reports available indicating frequency and additional cost, if any.
-

We have provided Samples and Brochures on CD-ROM. The CD-ROM contains our most recent FSA Reporting Guide.

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4. Please confirm that you will meet the County's systems and data communication requirements as follows:
- a. The contractor will advise the County of verification of files received, date received, and date applied to the database within two working days of receipt.
 - b. On at least a quarterly basis the vendor will send to the County Comptroller's Office a report of unsubstantiated claims by participant that were paid by the vendor. In addition, the vendor should provide a report of those participants whose account have been frozen/closed. These reports should be able to be produced upon request from the County Comptroller's Office.
-

Confirmed to both.

5. Do you offer claims paid data in an electronic format? If so, please describe the process.
-

Yes. We offer eNotify. eNotify is PayFlex's electronic notification service that is used to provide updates on participant account balances (Balance Reminder), provides notifications when their claim has been received (Claim Received) and when it has been process (Explanation of Payment). Participants can choose what notifications and when they would like to receive them.

6. Can you receive and send files (including the payroll deduction files) via FTP?
-

PayFlex offers clients the convenience of transmitting electronic files via SFTP in association with our Reimbursement Account administration services.

Payroll files sent to PayFlex on a regularly scheduled basis with the necessary information to post payroll deductions and/or employer contributions to participants' accounts. Note: PayFlex can either receive on-going payroll data information via this electronic file or this information can be automatically

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posted in our system based on the pay cycle information provided at implementation.

7. Can you provide a secure method to receive enrollment data from the annual open enrollment? Please provide what data will be needed to enroll individuals?
-

We offer clients the convenience of transmitting electronic files in association with our Reimbursement Account administration services at no additional charge.

We publish a standard Open Enrollment File that clients can use to communicate enrollments. This file provides employee demographic, account and election information and is used to create accounts and elections for the new plan year. A fixed width file format is accepted. PGP-encrypted files will need to be delivered to PayFlex's SFTP site.

We publish a File Feed Guide that outlines the specifications for the files and the procedures for sending and receiving them.

8. Can your system handle an employee ID number along with the individuals Social Security Number? This ID number should be the participant's primary ID number instead of the SSN. However, the SSN can also be used as an identifier if necessary.
-

Yes. The Member ID may be either the Social Security Number or a client-defined Member ID, at the client's discretion.

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9. Can you allow the County via a secure website to update participant's enrollment if necessary? If allowed, what is the time frame from the update via website until the participant can utilize the benefits?
-

Yes. Members can access their account information through the Financial Center on the member website (www.payflex.com). Current access includes:

- Account Information – view account balance, payment history, make payments to providers, manage direct deposit accounts, and even request additional debit cards.
- Claims Submission – File A Claim option enables members to request reimbursement with the ability to upload scanned receipts.
- View Documents – access account correspondence, statements and EOPs (Explanation of Payment) generated by the platform.
- Account notifications – gives members the ability to sign up for electronic account notifications in a variety of ways.
- View Eligible/Non-eligible Expenses – comprehensive list of eligible and non-eligible expenses including over-the-counter items.
- Frequently Asked Questions – commonly asked questions and answers.
- Forms and Publications – commonly used forms and IRS publications.
- Savings Calculator – for ease in calculating potential tax savings.
- Tax Credit Wizard – helps members determine if they qualify for a Dependent Care Reimbursement Account and how much to contribute.
- Shop Online – offers a convenient way to make qualified purchases through vendor partners.
- View Upcoming Payments – see payments that will process within the next seven days.

The PayFlex Mobile™ application provides members with access to their accounts on the go. It's available for iPhone® and iPad® mobile digital devices as well as Android™ smartphones. Members can access balances, request reimbursement, view account history, upload receipts for debit card transactions, view their eligibility profile and benefit plan information – all from the palm of their hand.

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10. What type of computer system do you use for claims administration? Is the software leased? Describe any planned system enhancements or improvements.
-

We leverage our proprietary, in-house developed and maintained Complete Benefit Administration System (CBAS) for all reimbursement account administration. CBAS went into production in November, 2006. It was expanded to support Direct Billing and COBRA administration during 2008/2009. Its features include ease of use and flexible data accessibility. It has the ability to import and export ASCII type data files in virtually any format. This flexibility has allowed us to integrate the platform with automated backend systems to improve the efficiency and consistency of daily processing.

CBAS houses all contribution and reimbursement information and also produces reports for accounting purposes. It supports all aspects of reimbursement account administration, including enrollment, account management, claims processing, reporting, customer service and billing. It also supports Direct Billing and COBRA administration. The platform supports both participant and employer-facing websites. Standard browsers, e.g., Internet Explorer, Netscape, FireFox, and Safari may be used to access the websites. To support our online Commuter solution, we have integrated CBAS with a comprehensive online Commuter ordering platform. To support debit card access to reimbursement accounts, we have integrated CBAS with the world's largest and most experienced card processor, First Data Corporation.

11. Please describe the security features that are built into the system. Provide a copy of your systems disaster recovery procedures.
-

PayFlex uses two methods to monitor its applications. Nagios is an application used to monitor internal application activity and log exceptions. Filters have been created and notifications are directed to different teams for specific types of exceptions.

Electronic files for Reimbursement Accounts and Benefit Continuation are received through the PayFlex Secure FTP environment and processed by the Data Management team. An automatic email is generated to the employer containing receipt details such as date/time received, filename, and file size. All file transmissions are automatically tracked in the Extract Transform Load (ETL) database.

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System data is protected via two methods: replication to geographically separated data centers in Phoenix, AZ and Chicago, IL; as well as traditional backup procedures. The CBAS application uses Microsoft SQL Server in conjunction with EMC Recover Point to provide database replication between data centers. EMC Avamar, a virtual tape system, is used to perform the database backups. Avamar consists of a software client on the database server which communicates with PayFlex' Avamar grid. The Avamar grid is an appliance/storage-based solution which contains redundancies for all hardware components. The backups are replicated nightly to a second, Avamar located in the Chicago datacenter. These backup processes provide business continuity and data integrity for PayFlex in event of hardware failure. Restore from backup capabilities is tested periodically for CBAS.

F. Account Services

1. From which group office(s) would you service this account?

County of Nassau will be serviced out of our Omaha, NE and Hartford, CT locations.

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

Christopher Marotta will be the Account Executive that is responsible for handling Nassau County. Hira Pahore will also assist Christopher with handling Nassau County.

In addition, Christopher Rossi, our PayFlex Sales Director, will be able to assist you with any questions or concerns you may have.

Appendix J — Proposal Questionnaire

3. Please provide brief biographical information for each non-clerical individual directly responsible for providing service on this account. Include claim office personnel. Please indicate which personnel are considered implementation or transition team members only.
-

Christopher Marotta
Public & Labor Account Executive
Aetna Northeast Labor Division
9 Entin Road, Suite 203
Parsippany, NJ 07054

Christopher is a graduate of Villanova University. He is an Account Executive with Aetna's Northeast Public & Labor Division. His current book of business responsibilities are focused on Tri-State area public and labor customers with a wide variety of products and funding arrangements.

Chris has worked in the Northeast Market for his entire 11 year career with Aetna. Chris spent his first 7 years with Aetna in medical underwriting before joining the field as the Dental Retention Manager for NY and NJ where he met with countless customers to provide consultative solutions to maximize the value of their ancillary product offerings. Since joining Aetna's Public & Labor Division in 2013, Chris has quickly established relationships with many of Aetna's Metro New York clients.

Hira Pahore
FSA Account Manager
Consumer Fund Services
Phone: 860-273-7614
Fax: 860-754-2605
Pahoreh@aetna.com

Hira has been in the account management role since 2007. She is responsible for developing and maintaining favorable relationships by resolving customer concerns and proactively communicating changes and issues to Account Executives, Account Managers and Plan Sponsors. She is experienced in working with the various fund products, FSA, Commuter, ACB, QTB, RRA, HSA and HRA products. In addition she manages the renewal process as well as the day to day account administration activities including maintaining enrollment and contribution files and reporting. She has successfully migrated national and middle market accounts to the PayFlex platform.

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She is responsible for the Flex Ben email box. Hira has demonstrated solid experience working closely with my customers to ensure client satisfaction and service excellence. She has over 10+ years of experience in the Health Insurance Industry. She has held a wide range of positions during my career including Claim & Call Center Operations, Sales & Service, and Account Management. She graduated from Central Connecticut State University with a Bachelors of Science degree in Accounting.

Christopher Rossi
Sales Director - Eastern Region
10802 Farnam Drive, Suite 100
Omaha, Nebraska 68154
845-697-5206
crossi@payflex.com

Chris is an experienced sales executive with an accomplished track record. Chris has been successful in establishing the vision and strategies necessary to grow his client base at PayFlex Systems USA, Inc. He excels in creating and capitalizing on networks, liaisons and business connections; while negotiating and managing joint ventures and strategic partnerships with Fortune 500 companies. Chris is dedicated to partnering with all core business operations to significantly increase the company's foot print, expand market share, and generate sustainable revenue and profit growth.

Chris will be responsible for the overall account management for his clients. Chris brings an extensive background in flexible benefit plans and continuation benefits to his clients and consulting partners. He has been successful at establishing the vision and strategies necessary to grow the client base of PayFlex. He is committed to his customers and has a proven record of being proactive and quick to respond to client requests. Prior to joining PayFlex, Chris was in a senior sales leadership position at Benefit Concepts and Benefit Resource.

Appendix J — Proposal Questionnaire

4. Will your proposed Account Executive also be responsible for production of new business? If yes, what percentage of time? What other clients will the proposed AE be servicing? Indicate the number and size of such other clients.
-

Providing a positive working environment and opportunities for job growth and promotion are important aspects of a successful talent retention program. To that end, PayFlex provides a comprehensive training curriculum that enables employees to expand their knowledge and skills in preparation for future promotion. In addition, the team structure provides a natural career path for Account Managers (AMs) into team leadership and director roles within the organization. These approaches have helped PayFlex to retain and grow talent.

5. Does your organization have any future plans for staff re-engineering? How will the County be notified of staff re-engineering or department restructuring? How much notice will be given to the County?
-

Although this rarely happens, PayFlex has the following action plan:

1. Listen to the customer's concerns.
2. Determine whether coaching will resolve the issue.
3. Outline a plan of action for the customer.
4. Stay actively involved with the customer and AM to assist in managing the process.
5. Gain customer feedback to measure results of action plan.
6. Re-assign if absolutely necessary, taking into consideration strengths, skills, and experience necessary to meet the customer's needs.

PayFlex always reviews AM workload and will balance and move customers occasionally to ensure our Account Managers have the appropriate workload to meet customer needs. Making an AM change may not be due to service related issues.

Appendix J — Proposal Questionnaire

6. Discuss in detail the installation process and team including personnel department assigned, the responsibilities of each member of the team, and the timetable involved.
-

Since this is a current client of Aetna's, the County of Nassau will directly with Chris and Hira to continue what they have in place today.

7. What information and assistance will be required (describe in detail) from the County to complete the implementation process.
-

Since this is a current client of Aetna's, the County of Nassau will directly with Chris and Hira to continue what they have in place today.

G. Performance Guarantees/Performance Penalties

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

(1) Implementation and Start-Up Guarantee

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

- A. an operational customer service local or toll free telephone number staffed by trained Customer Service Representatives;
- B. an enrollment system;
- C. a claims processing system; and
- D. a claims processing staff

Appendix J — Proposal Questionnaire

(2) Enrollment Maintenance Guarantee

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

(3) Claims Accuracy Guarantee

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

(4) Customer Service Guarantee

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

(A) Customer Service Availability - The Contractor must guarantee that the telephone system will be operational and available to enrollees and panel providers

99.5% of the scheduled time - 9:00 a.m. to 5:00 p.m. on business days.

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

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

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

Appendix J — Proposal Questionnaire**(5) Financial Accuracy Guarantee**

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

(6) Payment Incidence Guarantee

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

(7) Management Reports Guarantee

The Contractor must guarantee that accurate management reports will be delivered no later than the agreed upon due date.

(8) Data Integrity Accuracy Guarantee

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

II. Financial Accounting (Quarterly)**A. Paid Claims****B. Customer Service**

1. Telephone Availability Rate
2. Telephone Response Rate
3. Telephone Abandonment Rate
4. Telephone Blockage Rate

C. Financial Accuracy Statistics expressed as a percentage of audited paid claims dollars

Appendix J — Proposal Questionnaire

D. Payment Incidence Accuracy Statistics expressed as a percentage of audited number of claim payments.

E. Data Integrity Accuracy Guarantee (Quarterly)

Statistics expressed as number of claims audited less the total number of audited claims processed with errors divided by the total number of claims audited.

F. Data Systems Availability

Statistics for claims processing system availability expressed as the percentage of time the system is up.

PayFlex is offering 20% of fees at risk for performance guarantees.

Please refer to the Table titled Performance Guarantees.

Other Optional Items:

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

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

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

Performance Bond/Bid Security if required.

N/A

Census data for employees of Nassau County is available on request

Noted.

Performance Guarantees

General Performance Guarantee Provisions

Aetna Life Insurance Company (Hereinafter "we", "our", "us") provides benefits administration and other services for various Consumer Financial Solutions programs for Nassau County (hereinafter "Customer"). No provision of this Performance Guarantee document shall in any way alter the terms of the Administrative Services Contract.

Performance Objectives

We believe that measuring the activities described below are important indicators of how well we service Customer. We are confident that the Programs Administration, Claim Administration and Member Services provided to Customer for its various Consumer Financial Solutions programs will meet Customer's high standards of performance. To reinforce Customer's confidence in our ability to administer Customer's program, we are offering guarantees in the following areas. These are described in more detail in the pages that follow:

Performance Category	Minimum Standard	Proposed Penalty
Claim Administration		
<input type="checkbox"/> Turnaround Time	2 business days or less	3%
<input type="checkbox"/> Financial Precision	98.0%	4%
Member Services		
<input type="checkbox"/> Average Speed of Answer	30 seconds or less	4%
<input type="checkbox"/> Abandonment Rate	5.0% or less	4%
Account Management		
<input type="checkbox"/> Assess the client's overall satisfaction with the responsiveness and knowledge of the assigned AM and supporting client services areas within PayFlex.	Average score of 3.0 or better	5%
Total		20%

Performance Guarantees

No guarantees shall apply for a Guarantee Period during which the Services Agreement is terminated by Customer or by us.

Refund Process

Following the end of each calendar quarter, we will compile our Performance Guarantees results. If necessary, Customer will be provided a credit to its administrative service fee due for any penalties incurred. The credit will appear on an invoice promptly following the calculation of quarter-end results.

Measurement Criteria

Internal quality results will be used to determine guarantee compliance for any Financial Accuracy Guarantees.

Claim Administration

Turnaround Time

Guarantee: We guarantee that the claim turnaround time during the Guarantee Period will not exceed 2 business days of the audited claims on a cumulative basis each quarter.

Definition: We measure turnaround time from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is adjudicated by an examiner. Weekends and holidays are not included in turnaround time.

Penalty and Measurement Criteria: If the cumulative quarterly turnaround time (TAT) exceeds the day guarantee as stated above, we will reduce our compensation by an amount equal to 0.5% (not to exceed the maximum stated above for the Category) of the Guarantee Period administrative service fees for each full day that Turnaround Time exceeds 2 business days for audited claims.

Turnaround time results are based on the random selection of claims processed and audited for the existing book of business.

Performance Guarantees

Abandonment Rate

Guarantee: We guarantee that the average rate of telephone abandonment for the skills(s) providing Customer's member services will not exceed 5.0% in each quarter.

Definition: On a quarterly basis, we measure telephone response time through monitoring equipment that produces a report on the average abandonment rate. The abandonment rate is calculated as the total number of calls transferred from the IVR but disconnected by the member before reaching an agent divided by the total number of calls transferred from the IVR into the phone site. Any calls that disconnect in less than 10 seconds are not included in the calculation as they are considered misdirected.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5% (not to exceed the maximum stated above for the Category) of the quarterly Guarantee Period administrative service fees for each full 1.0% that the average abandonment rate exceeds 5.0%. Only those results for the skills(s) providing member services for Customer will be used in measuring this guarantee.

Account Management

Guarantee: We guarantee that the Account Management Scorecard will average a score of 3.0 or better.

Definition: The purpose of the Account Management Scorecard (see attached) is to assess the Customer's overall satisfaction with the responsiveness and knowledge of the assigned Account Manager and supporting Account Management areas. This evaluation is performed at mutually agreed upon intervals on a team basis.

Penalty and Measurement Criteria: We will reduce our compensation by 0.5% (not to exceed the maximum stated above for the Category) of the Guarantee Period administrative service fees for each full point that the average scorecard score is below 3.0. Please have an authorized individual sign in the space provided below, signifying your acceptance of these performance guarantees, and return the original to us for signature and for our files.

Performance Guarantees

Account Management Scorecard

The purpose of the Account Management Scorecard is to assess the client's overall satisfaction with the responsiveness and knowledge of the assigned Account Manager (AM) and supporting client services areas within PayFlex. This evaluation is performed at mutually agreed upon intervals on a team basis. Benchmark is an average score of 3.0 or better.

Measurement Items	Rating				
	Excellent (5)	Very Satisfied (4)	Satisfied (3)	Very Dissatisfied (2)	Unacceptable (1)
1 The account management team maintains effective and proactive communication with the client's representatives in a "no surprise" manner.					
2 Conference calls and/or face-to-face meetings are provided as mutually agreed upon.					
3 Process improvement opportunities are identified and presented to the client in a problem-solving fashion.					
4 Return phone calls/e-mails within 24 hours (acknowledgement).					
5 Issues raised by the client are resolved within a mutually agreed upon time frame.					
6 Action plans are developed based upon any identified deficiency and resolved to the satisfaction of the client.					
7 Account team demonstrates professionalism and the required technical expertise to solve problems.					

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Aetna Life Insurance Company

Home Office Address

Hartford, Connecticut

Organized under the Laws of

Connecticut

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

life, annuities, accident and health, personal injury liability and workers' compensation and employers' liability insurance, as specified in paragraph(s) 1, 2, 3, 13 and 15 of Section 1113(a) of the New York Insurance Law to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2016.



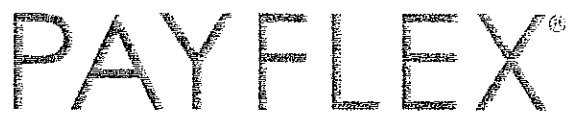
**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2015**

**Anthony J. Albanese
Acting Superintendent**

By

Jacqueline Catalfamo

**Jacqueline Catalfamo
Special Deputy Superintendent**



REQUEST FOR PROPOSAL
Reimbursement Accounts
Flexible Spending Account Administrative Services

RESPONSE TO:
County of Nassau

Christopher Marotta | Aetna Account Executive

860-273-3191 | MarottaC@aetna.com

Chris Rossi | PayFlex Director of Sales

845-697-5206 | Crossi@payflex.com

July 6, 2016

Introduction

The push toward consumerism creates the need for new tools that will help consumers navigate their increasing health care accountability, benefits education, spending account management, analytics and financial decision modeling. Our solution provides a set of unified tools that **engage** consumers in their health care, **educate** them about important health and wealth issues, and **empower** them to achieve mental, physical and financial well-being. Employees are empowered to access their plan information via Aetna Navigator®, our secure member website, giving them a single point of entry for both their health care and spending account details.

As part of our effort to provide leading solutions, Aetna, a pioneer in the development and growth of consumer-directed health plans, has acquired PayFlex Systems USA, Inc., one of the nation's leading account-based third-party administrators, to provide administrative services for our consumer fund services. PayFlex has been offering these services for over 25 years. When you combine Aetna with PayFlex, you get a national presence, proven experience and solid performance. By bringing the capabilities and technology from PayFlex and Aetna together, we make it easy for members to manage their health care expenses. Aetna and PayFlex together administer over two million accounts.

Reimbursement account overview

Reimbursement account administration

Our advanced technology, enabled through PayFlex's Complete Benefits Administration System (CBAS) platform, supports all health care account types. Clients have the flexibility to offer a standalone program and to add additional reimbursement accounts as needed – all while maintaining a consistent approach for your reimbursement plan members.

Description of reimbursement accounts

- **Health care flexible Spending Account:** Health care costs are increasing. Help your employees save money with a health care FSA. This account allows employees to pay for qualified medical expenses with pre-tax dollars.
- **Dependent care flexible Spending Account:** Child care is expensive. A dependent care FSA can save your employees money. This account allows employees to pay for eligible dependent day care expenses with pre-tax dollars.

- **Limited purpose flexible spending account (LPFSA):** Dental and vision expenses can add up quickly. An LPFSA lets employees save money on vision and dental expenses while preserving health savings account (HSA) dollars for other purposes. An LPFSA may be offered to employees who are enrolled in a high-deductible health plan with an HSA.
- **Health reimbursement arrangement (HRA):** Complementing high-deductible plans and retiree-paid medical premiums, an HRA allows employers the flexibility they need, while giving employees the ability to make their own financial decisions. With an HRA, it's your choice how much to fund and which account should fund first if offering alongside an FSA.

The following reimbursement account administration services are available:

- Health care and dependent care flexible savings accounts
- Health savings accounts (HSAs)
- Health reimbursement arrangements (HRAs)
- Commuter benefits
- Adoption assistance reimbursement
- Tuition assistance reimbursement
- Incentive accounts

Advantages to employees

The Financial Center

The Financial Center provides a dynamic environment to present your **reimbursement account** program to your employees. Powered by our proprietary CBAS platform, Aetna supports all reimbursement account types, for example, FSA, HRA, commuter, adoption, tuition, incentive accounts and more. Further, our integrated, **next-generation HSA solution, Aetna HealthFund® Health Savings Account (HSA)**, provides clients a large variety of investment options. One platform, one debit card and one web portal with powerful financial tools, all designed to provide members with the information they need to make better informed health care financial decisions.

My Dashboard

This is the landing page for an employee to get a snapshot of their account balance, alerts, account-specific messaging and legislative news. From here, your employee is able to view the many account details, such as claims and transactions, and conduct any function needed to manage his/her account, all via the Financial Center or Dashboard.

The Benefits Center

The Benefits Center allows employees to input their health plan details, such as their group and member numbers, as well as provider information, including the provider's phone number and website. This provides the employee with access to their health plan information on the website, or they can access through the PayFlex Mobile™ application.

The PayFlex debit card

Spending made simple for your employees with less paperwork and a no out-of-pocket payment option. PayFlex auto-substantiates a majority of reimbursement debit card transactions. The CBAS platform's multi-account capability enables the card to be used for multiple reimbursement account types, such as health care and dependent care FSAs, HRA, HSA, TSA and incentives.

PayFlex Mobile application

Our powerful, free, PayFlex Mobile application provides employees with the ability to access balances, view claims processed to date, submit claims and associated documentation, view their eligibility profile and more.

Accessing member information online

Members can obtain real-time account information through the Financial Center accessible via Aetna Navigator. Current access includes:

- **My Account** – Members can view account status, claims history and payment information; manage direct deposit accounts; and even request additional debit cards.
- **Claims Submission** – The File a Claim function enables members to initiate manual claims online, including the ability to upload scanned receipts in PDF format. This eliminates the need to mail or fax claims to PayFlex for adjudication.
- **My Documents** – View correspondence, statements and Explanations of Payment (EOPs) generated by the platform.
- **My Settings** – Maintain web portal log-in information and sign up for eNotify, which enables members to select e-mail notification.

- **Frequently Asked Questions** – Detailed Q&As regarding spending accounts to answer common member questions.
- **Forms and Publications** – Access to commonly used forms and links to relevant IRS publications.
- **View Upcoming Payments** – Any claims payments projected to occur within seven days will be displayed on the member portal via the Accounts page. Members should still verify receipt of payment with their bank before withdrawing funds.

Claims administration

According to IRS regulations, all reimbursement account types, except HSAs, are subject to a third-party substantiation requirement. One of the strengths of our solution is the accuracy and efficiency of our claims processing service. Our goal is timely, accurate claims payments. Claims are adjudicated by trained claims examiners who review the incoming claims and documentation and determine whether they meet IRS and PayFlex requirements for payment. CBAS then systemically applies any remaining client-specific adjudication and account stacking rules. If a claim is denied or needs additional information, a denial Explanation of Payment (EOP) is generated and mailed/e-mailed to the member's home. If the claim is approved, it is released for payment, and an accompanying EOP is mailed/e-mailed to the member. Most claims are processed within 48 hours of receipt during normal business hours.

- **EXPRESS Claim online claims submission service** – It's incredibly simple to use! Accessible via Aetna Navigator at aetna.com, members link to their account, select "File a Claim" from the left navigation bar and follow the simple instructions to submit a claim online. In addition, we support another payment option that enables members to designate that the EXPRESS Claim payment should be directed to a provider. This "Pay Them" option is available for health care and dependent care expenses.
- **eNotify** – eNotify is our e-mail notification service. Members can sign up for the service via Aetna Navigator, our secure member website, providing single sign-on. When the member submits a claim, eNotify will automatically send the member an e-mail indicating that we received the claim and that it's been processed. EOPs and receipt request letters are also delivered electronically when members select eNotify.

- **Direct deposit of reimbursements** – We reimburse manual claims as often as every business day and can accommodate any reimbursement schedule that best fits the funding needs of your organization. Daily claims processing generally provides a 72-hour turnaround time on claims reimbursement when direct deposit is elected. Electronic funds transfers (EFTs) and paper claims checks are released at a minimum of once a week, or according to the client's preferred reimbursement funding schedule. Employees have the option of using EFTs (direct deposit) instead of payment by check. Members can now sign up for direct deposit at any time through the member portal. This added feature eases administrative burdens while increasing member satisfaction which we believe is key to increasing participation year after year.
- **Automatic payment of claims** – As an alternative to traditional claims processing, we are equipped to receive claims files from carriers for automatic payment of claims. Through the "crossover" or "autopay" process, we have established interfaces with a number of medical and dental plans through which claims are received for health care reimbursement account members. We receive and process these files, identify amounts to be reimbursed and provide reimbursement to the member via paper check, direct deposit or file to you for application to the member's paycheck. This approach to claims processing reduces the need for members to complete and submit claims for carrier-related expenses. (Please note that this feature is not available when the debit card is in place.)

Ensuring claims processing accuracy

As part of our emphasis on quality, we have developed a program through which we continually perform random claims audits to determine the efficiency and accuracy of our claims examiners. Through this program, we ensure outstanding payment accuracy on a consistent basis.

Grace period administration

We are pleased to provide an industry-leading approach to handling "grace period" claims. With the issuance of Notice 2005-42, the IRS and the Treasury relaxed the "use it or lose it" rule. Employers have the option to offer an additional 2 months and 15 days grace period following the end of the plan year in which eligible expenses may be incurred. Our approach requires no new claims forms or special handling by the member.

Employer activities

Employer funding for reimbursement accounts

Our standard funding arrangement calls for us to initiate ACH debits against a designated corporate account. With this "pay-as-you-go" approach, no pre-funding is required. On each funding day, we will notify you of the amount to be funded.

- For claims reimbursement requests, funding is according to a client-defined schedule, for example, daily, weekly, etc.
- For debit card transactions, funding is daily, based on member activity.
- For HSAs, funding is required each time a deposit is made.

We then initiate an ACH debit transaction against the designated account for the identified amount. Funds are pulled from the designated account on the next business day. Member reimbursements are then issued from our custodial cash account.

Employer reporting

The following standard reports documenting plan activity are available.

- Ledger Summary Report (monthly) – List of deposits, payments and account balances by employee account for the period and YTD.
- Election Report (beginning of plan year) – List of elections by employee account. Allows employer to verify deductions and annual elections.
- Funding Notification Reports (Settlement and Production) – Voucher-style report sent every time funding transactions are initiated.
- Production and Settlement Payment Registers – Supporting detail for the Funding Notification Report. Lists member reimbursements by account type, plan year and division. Provided for all manual, debit card and commuter claims payments.

Reports are available through the employer web portal. Reports may be viewed in PDF or CSV format (depending on the specific report) and may be printed or downloaded at your discretion. The portal also provides an online Transaction Register Calendar to assist employers in monitoring funding requirements. In addition, our on-demand reports capability enables employers to request specific reports across employer-defined intervals. Requested reports are then delivered to the employer portal.

Submitting reimbursement account data

For employers who wish to transmit data, we support file transmission via SFTP (using PGP encryption). We publish standard formats for the three basic files that are used:

- Open Enrollment – Sent at open enrollment, this file updates employee demographics and creates accounts and elections for the new plan year.
- Eligibility Maintenance – Sent periodically, this file updates current employee demographics and eligibility, adds new employees, and terminates employees.
- Payroll – Sent periodically with the necessary information to post payroll deductions and employer contributions to members' accounts. These can be positive or negative amounts, as needed. YTD information can also be included. Note that we can either receive ongoing payroll data information via this electronic file, or this information can be automatically posted in our system based on the pay cycle information provided at initial enrollment.

The following formats are accepted: ASCII, Comma Separated Values (CSV) (readable by Microsoft Excel). Data can also be delivered by paper or fax, and we support an online enrollment capability for members.

Compliance assistance

We have a dedicated team able to offer you assistance in drafting plan documents and Summary Plan Descriptions to help you initially establish a plan. As the IRS code is further clarified and amended, we will keep you informed of these changes, draft amendments and provide notices to keep your plan up-to-date and in compliance. Also, as part of our service, we provide some assistance in annual discrimination tests as requested.

Communications

Ongoing member communication

We have found that it is most effective to communicate member information through the member web portal. This approach ensures accurate and timely communication. Member account information is updated real time on both the interactive voice response (IVR) system and member web portal. Also, members are sent an EOP each time a claim is processed. We can also support optional quarterly statements at an additional fee.

Educating your employees and staff

The most important factor in ensuring a successful reimbursement account program is **employee communication**. Employees need to understand the principle of using pre-tax dollars for benefits expenses and the way in which contributions and reimbursements work. Education is the key to:

- High participation
- Tax savings
- Smooth administration
- High employee satisfaction

Our educational tools are available to assist you in this process.

We provide a variety of **standard communication materials** designed specifically to educate employees and encourage participation. These include brochures, debit card inserts and expense calculation worksheets. These materials can be printed at no cost to you and will be delivered to designated, centralized client locations for distribution to your employees. Employees also have easy access to enrollment and claims forms via the web portal.

We also support a variety of customizable employee collateral, including enrollment communications and post-enrollment plan reminders. In addition, clients can opt for a customized web experience for their plan members. Additional fees may apply for these custom options.

Finally, our solution includes member materials available through the member portal. These include FAQs, quick reference guides, eligible expense listings and IRS publications.

Aetna-PayFlex service model

Our account management philosophy is to work together with you to create a stellar employer and member experience. We stress open communication and going the extra mile to ensure that your needs and the needs of your members are met. To that end, you will be assigned a specific account manager (AM) who will act as your operational point of contact for your reimbursement administration. Your AM will be responsible for the daily, operational aspects of your program and will facilitate your implementation activities.

System capabilities

We utilize our CBAS system for all reimbursement account administration. PayFlex developed CBAS in house, and it went into production in November 2006. Its features include ease of use and flexible data accessibility. It has the ability to import and export ASCII-type data files in virtually any format. This flexibility has allowed us to integrate the product with automated back-end systems to improve efficiency and consistency of daily processing.

CBAS houses all contribution and reimbursement information and also produces reports for accounting purposes. It supports all aspects of reimbursement account administration, including enrollment, account management, claims processing, customer service and billing. It is also being enhanced to support direct billing. The platform supports both a member-facing web portal and an employer-facing web portal. Standard web browsers may be used to access these portals.

CBAS is a multi-tier web application with internal and external GUI and file-based interfaces. Traditional three-tier architecture is based on the following technologies: Microsoft IIS 6, ASP/JSP/HTML, Java Servlets, JBoss Application Server, MySQL relational database. External non-web interfaces use PGP-encrypted files over FTP or SOAP over 128-bit HTTPS. The application tier currently runs on CentOS Linux and IBM LS20 blade servers. The database tier runs on CentOS Linux and IBM x3550 servers. All tiers support server clustering. The interface servers' operating system and interface software support high-availability cluster configurations. There are no single points of failure in the architecture. Internet connectivity, network connectivity (routers, switches, network interface cards) and power supplies are all redundant.

PostgreSQL in a warm standby configuration features the PostgreSQL database coupled with a distributed, in-memory clustering architecture to maximize the availability and throughput of critical data. In a database cluster, data is distributed over a group of interconnected databases residing on multiple servers. With PostgreSQL, the databases in the cluster work as one powerful, fault-tolerant database.

Aetna Consumer Financial Solutions products are administered by PayFlex, an affiliate of Aetna Life Insurance Company (Aetna).

Health benefits and health insurance plans are offered and/or underwritten by Aetna Health Inc., Aetna Health of California Inc., Aetna Health Insurance Company of New York, Aetna Health Insurance Company and/or Aetna Life Insurance Company (Aetna). In Maryland, by Aetna Health Inc., 151 Farmington Avenue, Hartford, CT 06156. Each insurer has sole financial responsibility for its own products.

This material is for information only. Health information programs provide general health information and are not a substitute for diagnosis or treatment by a physician or other health care professional. Health benefits and health insurance plans contain exclusions and limitations. Information is believed to be accurate as of the production date; however, it is subject to change.

Policy forms issued in OK include: HMO OK COC-5 09/07, HMO/OK GA-3 11/01, HMO OK POS RIDER 08/07, GR-23 and/or GR-29/GR-29N.

FSA Pricing proposal

Implementation and Annual Fees	
Implementation Fee	Waived
*Annual Fee	Waived
**Monthly Administration Fees Per Member	\$4.50 ppm (Debit Card included)
Minimum Monthly Billing	\$150.00 per month
Optional Service Fees - NOTE: Only applicable if the service is requested by the Customer and performed by PayFlex. Optional Service Fee pricing is fixed during the initial Term of the Agreement and are listed below for transparency.	
Onsite Enrollment Meeting Support	Included
Customized Reporting	\$150.00 per hour
Single Sign On (SSO) to generic PayFlex member website (Assumes PayFlex standard for web service call) Lead-time: 60 days	No charge
Customized Member Flyers (Revisions to generic member flyers) Lead-time: 5 weeks	\$1,000.00 per flyer Including 2 rounds of edits
Customized Member Letters Lead-time: 5 weeks *System-generated • FSA Welcome Letter	\$1,500.00 per letter Including 2 rounds of edits plus mailing costs (If applicable)
Customized Card Carrier Lead-time: 5 weeks Cut-off for 1/1/ business is 10/15	\$3,000 flat fee Including 2 rounds of edits Rush requests and/or requests after 10/15 for 1/1/ fulfillment is an additional \$150.00 per hour (A minimum of 3 hours will be charged)
Co-branded debit card Lead-time: 5 weeks Cut-off for 1/1 business is 10/15 (co-brand with aetna is not recommended for clients with multiple health plan offerings)	\$750.00 flat fee Rush requests and/or requests after 10/15 for 1/1 fulfillment is an additional \$150.00 per hour (A minimum of 3 hours will be charged) \$5/card+ for client-requested re-issues
Election Confirmation (Reimbursement products) Lead-time: Done at the time of implementation/renewal	\$0.12 Per Month Per Participant
*** Account Statements Lead-time: Done at the time of implementation / renewal	\$1.50 Per Participant Per Month for <u>monthly</u> statements - (Reimbursement) \$ 0.50 Per Month Per Participant for <u>quarterly</u> statements - (Reimbursement)
Customized KnowledgeVision Presentation Lead-time: 6 weeks	Based on Statement of Work (SOW) (Typically 20 slides, 5 minutes of content, 3 rounds of script reviews)
Development of Customized Communications	Based on Statement of Work (SOW)

(Postcards, brochures, flyers, email campaigns) Lead-time: Varies based on type of communication	plus mailing costs (If applicable)
Takeover Administration (Previous Plan Year)	\$2,000.00
Rejected/NSF Customer Funding ACH transactions	\$50.00 per occurrence of any Customer funding ACH pull that is rejected
Failure to Fund Released Claims	An interest charge assessed for each day in which an outstanding balance is not funded, calculated at a rate not to exceed regulatory rates and based on the average daily balance outstanding across all non- funded days.
Debit Card Substantiation File	\$1,000.00 per carrier
<p>*Annual Fee includes upon written request:</p> <ul style="list-style-type: none"> ▪ Standard Enrollment Materials, limited to the number of eligible employees ▪ Electronic sample of a Plan Document and Summary Plan Description ▪ Form 5500 information only provided (if applicable) ▪ Census Template to cover the following discrimination tests <p>Discrimination Tests shall include: 1) 25% Key Concentration Test, 2) Dependent Care Assistance 5% Owners Concentration Test and 3) Dependent Care Assistance 55% Average Benefits Test for Highly Compensated Employees.</p> <p>**Members are defined as:</p> <ul style="list-style-type: none"> ▪ An employee in an active status. ▪ A terminated employee with a balance greater than \$10.00. Billing for terminated employees continues for three billing cycles after termination, or until the member's balance drops below \$10.00. <p>***Available FREE online</p> <p>▪ Fee shall remain unchanged during the initial sixty (60) months of the term of the Agreement; thereafter fees are subject to change every twelve (12) months and shall not exceed a three (3) percent net increase per year for the Initial Term of the agreement.</p>	



COUNTY OF NASSAU, NEW YORK

EDWARD P. MANGANO – COUNTY EXECUTIVE

MELISSA GALLUCCI – DIRECTOR OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

FOR

FLEXIBLE SPENDING PROGRAM

Issue Date:

June 13, 2016

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This RFP contains the following sections:

- A. Introduction
 - B. Anticipated Proposal Schedule
 - C. Scope of Services
 - D. Contract Term
 - E. Mandatory Proposal Response Requirements
 - F. Additional Response Requirements
 - G. Proposal Submission Instructions
 - H. Proposal Evaluation Criteria
 - I. General Information
 - J. Additional Demonstrative Materials
 - K. Award of Contract
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- Appendix A – Non-Collusive Proposal Certification
 - Appendix B – Business History Form
 - Appendix C - Principal Questionnaire Form
 - Appendix D - Consultant's, Contractor's and Vendor's Disclosure Form
 - Appendix E - Lobbyist Registration and Disclosure Form
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 - Appendix G - Equal Opportunities for Minorities and Women
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 - Appendix J – Appendix K – Proposal Questionnaire
 - Appendix K – Census Data – Available upon request

Request for Proposal (RFP)

A. Introduction

Nassau County, New York (the "COUNTY") is soliciting proposals from qualified individuals and entities located and authorized to do business in the State of New York, to provide and administer a flexible benefits program for Nassau County employees.

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

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

B. Anticipated Proposal Schedule

RFP Issue Date	June 13, 2016
Proposal Due Date	July 6, 2016
Oral Presentation, if necessary	July 18-22
Award Date	August 10, 2016

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

C. Scope of Service

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

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. The term "proposer" and "vendor" are to be used interchangeably in this RFP.

1. Purpose of RFP :

The purpose of this RFP is to secure the services of a Third Party Administrator (TPA) who can provide the County complete administrative services for the County Flexible Spending Account Program (FSA) which includes such programs as Dependent Care Assistance Program (DCAP), Health Care Spending Account (HCSA) and other eligible medical expenses not covered by the County Health Insurance program. The County requires that an FSA Program be effective January 1, 2017. Employee participation in the program is entirely voluntary. The County employees approximately 8, 000 who are eligible to take part in the flexible benefits

program. Currently, approximately 850 individual employees participate in the flexible benefits program and 124 individual employees participate in the Dependent Care Program.

The proposer must have extensive experience administering pre-tax flexible benefit programs as defined and authorized by all applicable law, including but not limited to section 125 of the Internal Revenue Code and its implementing rules and regulations. The proposer must be able to offer a debit card for the HCSA. **Proposers who do not meet these requirements will be considered non-responsive and their proposals will be removed from consideration.**

The selected proposer may be required to obtain a \$2 million Fidelity Bond (or similar bond).

II Categories of Eligible County Employees/Participants:

1. The FSA shall be made available to all benefits eligible employees who are divided into two (2) general categories:
 - a. Regular County Employees – this group includes benefits eligible employees within all County Departments and agencies Regular County employees shall also include those full-time year round employees of the Nassau County Community College (the “College”). Deductions for regular County employees shall be made in equal payroll deductions throughout the calendar year starting as early in the calendar year as practicable. Members of this group shall obtain benefits in accordance with all applicable legal requirements governing pre-tax flexible spending plans and the employer flex plan document.
 - b. Nassau Community College Adjunct Professors - This group includes those employees whose main position with the County is as an adjunct professor. Deductions from Nassau Community College Adjunct Professors shall be taken from the first six (6) – twelve (12) paychecks these employees receive during the calendar plan year.

III Mandatory Requirements:

The FSA program must contain the following elements:

1. The proposer must provide :
 - a. The option of using a debit card for those portions of the Health Care Spending Account (HCSA) that may be pre-funded including the medical/dental/vision portion of the plan.
 - b. The option of paper-based processing of the Health Care Spending Account (HCSA) medical/dental/vision portion of the plan.
 - c. Paper based processing for the Dependent Care Assistance Program (DCAP) portion of the plan and other expenses not normally paid for with debit cards.
2. The proposer must pre-fund the participants’ Health Care Spending Account (HCSA) for the medical/dental/vision portion of the plan at the beginning of the calendar plan year. The County will reimburse the provider paid and approved expenses as per §6 (i) of this Request for Proposals.

3. Annual participation election limits are to be set for as follows:

Medical/Dental/Vision: \$2,550 or the maximum IRS limit,

Dependent Care: \$5,000. – New employees must complete 90 (ninety) days of employment before enrolling in this benefit.

4. Administrative support for the FSA program must include the following:

- a. Prepare a Pre-Tax program Plan Document for the County of Nassau in compliance with IRS Section §125 Cafeteria Plans to include 1) the flex pre-tax program, 2) the pre-tax contributions of employee health insurance premiums (unless the affected employee wants to decline the pre-tax option).
- b. Work with the County to develop and provide marketing/Promotional and enrollment materials.
- c. Work with the County to schedule and host staff informational sessions at multiple locations with the County.
- d. Provide assistance during open enrollment.
- e. Provide administrative and management services throughout the year to include:
 - i. Receiving and processing claims from covered employees and their dependents for expenses in the area of medical/dental/vision, and dependent care.
 - ii. Provide appropriate reimbursements for qualified expenses as described by the Plan;
 - iii. Provide Summary Plan document for subsequent distribution as required by federal, state, county, or city laws;
 - iv. Report to the County as to employee participation (to the extent allowed by federal, state, or county law) at least twice a year.
- f. Participant on-line access to account data.
- g. Provide details regarding the enrollment process.
- h. Provide details on how enrollment data will be shared between the County and the vendor.
- i. In order to receive payment, the vendor must prepare a claims voucher, which includes employees' reimbursement expenses. Claim vouchers for reimbursement of claims are approved and paid, no more than twice a month. The funds will be sent via ACH after the claim has been audited and approved by the Comptroller's Office. Administrative fees will be paid once a month and will be sent via ACH to the same bank account designated for the claims reimbursements.
- j. The vendor will accept electronic files via secure FTP after each payroll that is run. The electronic files will detail the amounts deducted from each participating employee. The vendor will reconcile its records to such payroll deduction register on a timely basis.

D. Contract Term

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

E. Mandatory Proposal Response Requirements

All proposals must contain the following:

In addition to the mandatory requirements in Section C: **SCOPE OF SERVICES**, all proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall be no less than 45 days from the proposal date.

All Proposals must contain the following:

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

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

F. Additional Response Requirements

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

All proposals must contain the following:

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

the Lobbyist Registration and Disclosure Form, completed by that individual/organization, attached as Appendix E.

5. Living Wage Law Certificate of Compliance, attached as Appendix H.
6. The proposer's exceptions to the RFP requirements, if any.
7. Additional information that you believe pertinent to the County's requirements.
8. Statement proposer has registered with the County as a vendor

G. Proposal Submission Instructions

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

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

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

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

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

H. Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the proposer responds to and meets all of the requirements of this RFP. Proposers may be invited for interviews to discuss project requirements and proposal elements in more detail should the evaluation committee request such. The County reserves the right to award all or any part of this project, to waive any technical irregularities or omissions, to modify this RFP at any time, or cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. The evaluation committee will evaluate each proposal and use the following for evaluating each submission:

1. Contract Requirements and Proposed Solution

60%

Overall responsiveness of the proposal; demonstration of a clear understanding of the requirements portion of the RFP; clear description of the Services needed to satisfy the defined RFP requirements; description of why the proposer can perform the tasks defined in the RFP; acceptability and efficacy of proposed analysis, management and implementation methods and procedures; description of recommendations and alternative approaches that the County might use to improve its process including rationale for the recommendations or alternative approaches.

2. Proposer Profile: Organization, Capacity, Staffing, Resumes

10%

Substantiation of the organizational structure and capacity to provide and support the proposed services; resumes of the proposed personnel (quality/demonstrated skills of proposed personnel); clear description of potential resource utilization and approach.

3. Related Experience

10%

Prior public sector experience; project management and implementation qualifications and related experiences of the proposer including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size and scope on similar transactions.

4. Total Cost

20%

The County will consider any other relevant factors as determined by the evaluation committee. The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

I. General Information

1. Incurring Cost

The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.

2. No Commitment

This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the proposer(s) that best meet the requirements of the RFP, and not necessarily to the lowest priced proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do. All determinations as to the completeness or compliance of any proposal, or as to the eligibility or qualification of any proposer, will be within the sole and absolute discretion of the County. The County reserves the right, at any time, to determine that any or all proposers will not be qualified for further consideration and to notify such proposers of the County's determination.

The County may require the proposer(s) selected to participate in negotiation and to submit any price, technical, or other revisions to their proposals as may result from such negotiations.

3. Addenda to Request for Proposals

Amendments to this RFP may be necessary prior to the award date and will be posted on the County's website.

4. Contract Negotiations

The County intends to enter into contract negotiations with the firm or firms selected by the RFP evaluation committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix F attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

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

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

subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.

10. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

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

J. **Additional Demonstrative Materials**

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

K. **Award of Contract**

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

L. **Protest Policy**

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

APPENDIX A

NON-COLLUSIVE PROPOSAL CERTIFICATION

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

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

SUBMITTED BY: _____

(Signature)

PRINT NAME: _____ DATE: _____

APPENDIX B

Business History Form

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

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

Date: _____

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

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone

: _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

a) Please disclose:

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

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

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

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

Attachments to Business History Form

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

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

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

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

- B. Indicate number of years in business.

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

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

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

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

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

Sworn to before me this _____ day of _____ 20__

Notary Public

Name of submitting business: _____

By: _____

Print name

Signature

Title

Date

APPENDIX C

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

1. Principal Name _____
Date of birth ____/____/____
Home address _____
City/state/zip _____
Business address _____
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES ____ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ____ YES ____ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

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

Sworn to before me this _____ day of _____ 20__

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

COUNTY OF NASSAU

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

1. Name of the Entity: _____

Address: _____

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: _____

3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture

_____ Ltd. Liability Co _____ Closely Held Corp. _____ Other
(specify)

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

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

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

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

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

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

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

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

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

Dated: _____

Signed: _____

Print Name: _____

Title: _____

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

APPENDIX E

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

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

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

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

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

Page 3 of 4

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

Dated: _____

Signed: _____

Print Name: _____

Title: _____

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

APPENDIX F

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
2. **No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
3. **Compliance with Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix G attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

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

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

5. Indemnification; Defense; Cooperation.

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

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

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

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

6. Insurance.

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

insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

7. Assignment; Amendment; Waiver; Subcontracting.

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

8 Work Performance Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Value of contract:

Administrative fee:

\$0 - \$5,000

\$0

\$5,001 - \$50,000

\$160

\$50,001 - \$ 100,000

\$266

\$100,001 or more

\$533

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

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

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

APPENDIX G

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX H

CERTIFICATE OF COMPLIANCE

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

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

_____ (Name)

_____ (Address)

_____ (Telephone Number)

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

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

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

Flex Plan Request for Proposal
Appendix J — Proposal Questionnaire

A. General

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

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

B. Proposal Guarantee

All proposals must be guaranteed by the administrator to be firm for an effective date of January 1, 2017. Administrative fee must be guaranteed for a period of three (3) years.

C. Financial

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

D. Claims Administration

1. Describe your regular method of claims processing in detail. How do you assist the members in answering claims questions?
2. Provide sample claim forms, EOB's and other materials furnished to participants.
3. What claim office or offices would pay claims? Where are they located? Are customer service representatives and claims adjudication staff located in the same office? If not, please describe. Confirm that you will offer a toll-free number for members contacting your claims/customer service.
4. Will you have a staff committed to work on Nassau County claims only? If yes, please describe size of staff and reporting structure.
5. What is your normal "in office" turnaround time, i.e., the time lag from when a claim is received in the mailroom by the claim office until an EOB is

mailed back by the office. Please indicate example of percentage settlement for one month's claim volume within 5, 10, 15, and 20 working days.

6. Describe Internal Audit Review procedures. Who performs audits? How are claims selected?
7. Please provide the proposed office's quality statistics for calendar years 2014 and 2015 and compare these statistics to your internal performance objectives.

E. Reports/Systems/Data Communication

1. Ownership of Data — Nassau County must maintain ownership of the data and no data can be used for any other purpose without approval of Nassau County
2. Please confirm that your quotation includes providing the County with the year-end Flex Spending Accounts Plan Year Close-Out Report and that these reports will be furnished to the County at no additional cost.
3. Provide examples of other "standard" reports available indicating frequency and additional cost, if any.
4. Please confirm that you will meet the County's systems and data communication requirements as follows:
 - a. The contractor will advise the County of verification of files received, date received, and date applied to the database within two working days of receipt.
 - b. On at least a quarterly basis the vendor will send to the County Comptroller's Office a report of unsubstantiated claims by participant that were paid by the vendor. In addition, the vendor should provide a report of those participants whose account have been frozen/closed. These reports should be able to be produced upon request from the County Comptroller's Office.
5. Do you offer claims paid data in an electronic format? If so, please describe the process.
6. Can you receive and send files (including the payroll deduction files) via FTP?
7. Can you provide a secure method to receive enrollment data from the annual open enrollment? Please provide what data will be needed to enroll individuals?
8. Can your system handle an employee ID number along with the individuals

Social Security Number? This ID number should be the participant's primary ID number instead of the SSN. However, the SSN can also be used as an identifier if necessary.

9. Can you allow the County via a secure website to update participant's enrollment if necessary? If allowed, what is the time frame from the update via website until the participant can utilize the benefits?
10. What type of computer system do you use for claims administration? Is the software leased? Describe any planned system enhancements or improvements.
11. Please describe the security features that are built into the system. Provide a copy of your systems disaster recovery procedures.

F. Account Services

1. From which group office(s) would you service this account?
2. Who will be the Account Executive (AE) for this account? Nassau County is requesting that this person or back-up be available to the Health Benefits Administrator between the hours of 9:00 AM to 5:00 PM during normal workdays
3. Please provide brief biographical information for each non-clerical individual directly responsible for providing service on this account. Include claim office personnel. Please indicate which personnel are considered implementation or transition team members only.
4. Will your proposed Account Executive also be responsible for production of new business? If yes, what percentage of time? What other clients will the proposed AE be servicing? Indicate the number and size of such other clients.
5. Does your organization have any future plans for staff re-engineering? How will the County be notified of staff re-engineering or department restructuring? How much notice will be given to the County?
6. Discuss in detail the installation process and team including personnel department assigned, the responsibilities of each member of the team, and the timetable involved.
7. What information and assistance will be required (describe in detail) from the County to complete the implementation process.

Flex Plan Request for Proposal
Appendix J— Proposal
Questionnaire

G. Performance Guarantees/Performance Penalties

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

(1) Implementation and Start-Up Guarantee

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

- A. an operational customer service local or toll free telephone number staffed by trained Customer Service Representatives;
- B. an enrollment system;
- C. a claims processing system; and
- D. a claims processing staff

(2) Enrollment Maintenance Guarantee

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

(3) Claims Accuracy Guarantee

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

(4) Customer Service Guarantee

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

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

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

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

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

(5) Financial Accuracy Guarantee

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

(6) Payment Incidence Guarantee

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

(7) Management Reports Guarantee

The Contractor must guarantee that accurate management reports will be delivered no later than the agreed upon due date.

(8) Data Integrity Accuracy Guarantee

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

Flexible Spending Plan Request for Proposal
Appendix J — Proposal Questionnaire

II. Financial Accounting (Quarterly)

A. Paid Claims

B. **Customer Service**

1. Telephone Availability Rate
2. Telephone Response Rate
3. Telephone Abandonment Rate
4. Telephone Blockage Rate

C. Financial Accuracy Statistics expressed as a percentage of audited paid claims dollars

D. Payment Incidence Accuracy

Statistics expressed as a percentage of audited number of claim payments.

E. Data Integrity Accuracy Guarantee (Quarterly)

Statistics expressed as number of claims audited less the total number of audited claims processed with errors divided by the total number of claims audited.

F. Data Systems Availability

Statistics for claims processing system availability expressed as the percentage of time the system is up.

Other Optional Items:

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

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

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

Performance Bond/Bid Security if required.

Appendix K.

Census data for employees of Nassau County is available on request

NASSAU COUNTY
OFFICE OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

RFP # PE0613-1621

RE: Request for Proposals for a Flexible Benefits Plan

Gentlemen:

The County of Nassau desires to retain qualified individuals or entities located and authorized to do business in the State of New York who will provide Nassau County employees approximately 8,000 who are eligible to take part in the flexible benefits program. Currently, approximately 850 individual employees participate in the flexible benefits program and 124 individual employees participate in the Dependent Care Program.

The County must receive your complete proposal(s) no later than **3:00 p.m. on Wednesday, July 6, 2016**. The firm shall submit eleven (11) copies of the proposal(s), together with all attachments. All proposals shall be submitted to the Nassau County Office of Human Resources, 1 West Street, Room 100, Mineola, NY 11501. No late proposals will be accepted. **ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.**

If you have any questions, please contact Kerrin Huber at (516) 571-3072, or email to khuber@nassaucountyny.gov