

Not just sponsorship. **Partnership.**

Maximizing results and community impact
with MVP Health Care.





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

November 1, 2021

Albany County Department of General Services Purchasing Division
Karen A. Storm, Purchasing Agent
112 State Street, Room 1000
Albany, NY 12207

RE: RFP #2021-071, Naming Rights of the Albany County Arena

Dear Ms. Storm,

On behalf of the MVP Health Care® (MVP) team, I am excited to submit our response to be the Naming Rights sponsor of the Albany County Arena.

Our proposal for the Arena goes far beyond naming a building and promoting that name. We envision a partnership focused on leveraging one of the region's marquee assets to improve the health and well-being of Albany County residents in substantive and meaningful ways.

This is a bold promise – one on which MVP is uniquely qualified to deliver. Here's why:

- **We have a history of creating community coalitions that effect positive change.** MVP has been recognized locally and nationally for our ability to form impactful, regional community coalitions. We have the proven ability to establish and build relationships within a community to foster an environment of collaborative problem solving. Our extensive experience of generating and leading successful coalitions includes references such as Microsoft, UCM Digital Health, University of Vermont Health Network, and the City of Rochester.
- **We use consumer data to get to the right answers.** At MVP, our proprietary Evidence-Based Innovation process enables us to build unique customer-centric solutions informed by what consumers tell us that they want and need. By studying the prospective customers of the Arena, we would generate a unique data set to enable us to create and position our offerings to meet the needs of the consumer—ultimately propelling consumer-centric revenue growth.
- **We are fully aligned with the County in its mission to support the whole health of its residents.** We believe it is our responsibility to support the health and well-being of the communities we serve, and we have a track record for doing just that. Together, we can transform the Arena into more than an event destination, but a catalyst for revitalizing local businesses and expanding public access to essential services including health, wellness, and education.

If you have any additional questions or need additional information, please contact me at **518-388-2641** or **cdelvecchio@mvphealthcare.com**. We look forward to continued discussions with Albany County.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Del Vecchio", with a stylized flourish at the end.

Christopher Del Vecchio
President & Chief Executive Officer
MVP Health Care

Executive Summary

MVP Health Care® (MVP) wants to be more than a name to Albany County. Together, we can help the **MVP Arena** become a catalyst that brings excitement and vibrancy, leveraging one of the region's marquee assets to improve the health and well-being of Albany County residents in meaningful ways.

As part of this proposal, we are committing an annual **\$2,000,000 investment**—a **\$600,000 annual sum** and a **\$1,400,000 annual Innovation Fund**—to engage the community and amplify Arena attendance and revenue.

MVP is uniquely positioned to deliver on these promises. Here's why:

Our experience creating community coalitions that effect positive change.

MVP has a proven history of forming regional and national coalitions to make a positive impact on the communities we serve. From working with Ellis Hospital to enhance emergency services to building a first-of-its-kind outdoor community fitness destination with the City of Rochester to launching innovative Medicare plans for seniors with the University of Vermont Health Network, we have successfully co-created and implemented high-impact community programs for more than three decades.

Access to consumer data to inform revenue-generating opportunities.

Our proposal includes access to a set of consumer data to help inform revenue-generating opportunities, increase MVP Arena attendance, and further the financial goals of Albany County. **We're prepared to invest up to \$300,000 in this proprietary research** to identify the needs, interests, and goals of the consumers in Albany County. By identifying unmet customer needs – i.e., lack of transportation or specific health concerns – Albany County and MVP can break down barriers and create solutions, engaging residents on their terms.

Alignment with the County's mission to support the whole health of its residents.

Like Albany County, MVP believes it is our responsibility to support the health and well-being of the communities we serve. We currently support more than 50 Albany County organizations through sponsorships and grant funding. If awarded the MVP Arena naming opportunity, MVP plans to elevate County-specific support.

MVP is the right choice to execute on all the proposal requirements outlined by Albany County, including the ability to rebrand, promote, and increase attendance and revenue for the MVP Arena, as well as develop and implement goodwill programs that deliver on our mission to create healthy communities.

For instance, what if we:

- **Create a Community Fitness Court** along the Helderberg-Hudson Rail Trail to elevate community usage and fully leverage this outstanding resource, while associating the MVP Arena and the County with health and wellness
- **Launch the Market@MVPArena** – a neighborhood Farmers' Market and gathering place that provides residents with greater access to fresh, healthy food and a powerful new touchpoint for promoting events at the Arena
- **Provide an MVP Arena Shuttle** to improve accessibility for seniors and other attendees, and increase Arena attendance and revenue
- **Develop year-round youth sports clinics and other events** that promote fitness and fun for children, bringing thousands of families to the Arena while potentially promoting and leveraging its associated teams and athletes

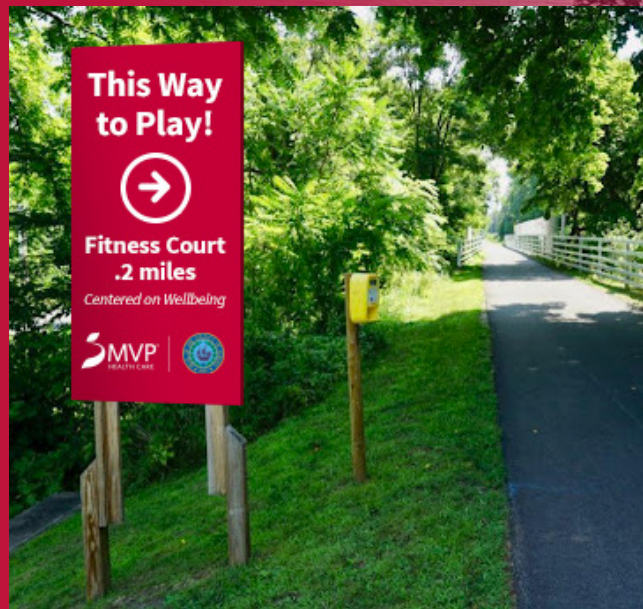
(Please refer to the attached renderings of these concepts.)

Far more than sponsorship, MVP is actively seeking a partnership to take the MVP Arena and Albany County in bold new directions and make positive, lasting change in our community.

It all starts now.

Taking The Rail Trail Even Farther

Community Fitness Courts



Nourishing Experiences

Market@MVPArena



Driving Attendance and Revenue

MVP Arena Shuttle



Getting Kids Moving

Sports Clinics, Coaching, and Community



Section I – Title Page & Table of Contents



County of Albany
Request for Proposal
Naming Rights of the Albany County Arena
RFP #2021 - 071

Presented by:

MVP Health Care, Inc.
625 State Street
Schenectady, NY 12305
Phone: (518) 370-4793

Proposal Contact:

Stacey Barss
Leader, Field Marketing
Phone: (518) 386-7814

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Section II – Qualifications & Experience

Section II Qualifications & Experience



RFP SECTION 3. QUALIFICATION OF PROPOSER

3.1 Provide the name, a brief history and description of your firm.

For more than 35 years, MVP Health Care® (MVP) has been a regional, not-for-profit health insurance company committed to our customers and the communities we serve.

MVP was founded in 1983 under the name Mohawk Valley Physicians Health Plan, Inc. in Schenectady, New York and has continued to grow throughout upstate New York and Vermont.

Today, we serve more than 700,000 customers across our regional footprint and are powered by the ideas and energy of approximately 1,600 employees.

3.2 Identify your firm's staff member who would be working with and coordinating marketing and advertising activities with Albany County and SMG during the term of this contract.

Name	Stacey Barss
Title	Leader, Field Marketing
Address	625 State Street, Schenectady, NY 12305
Telephone	(518) 386-7814
Fax	(518) 370-0830
Email	sbarss@mvphealthcare.com

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

Name	Karla Austen
Title	Chief Financial Officer
Address	625 State Street, Schenectady, NY 12305
Telephone	(518) 388-2357
Fax	(518) 370-0830
Email	kausten@mvphealthcare.com

Section II Qualifications & Experience

THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.

THIS INFORMATION IS CONSIDERED PROPRIETARY AND CONFIDENTIAL MVP requests that this response and all of the information contained herein be afforded confidential treatment and be excepted from disclosure to the extent available pursuant to NY Public Officers Law S. 87(2)

3.4 Document your firm's qualification to produce the require outcomes, including its ability, capacity, skill, and financial strength.

Capability to Exceed Proposal Requirements

MVP is well positioned to meet, and exceed, the requirements outlined by the County of Albany.

Our proposal includes a detailed revenue proposal, the replacement of existing signage in a timely manner, strategies to rebrand the Arena with a new name, marketing strategies to promote the Arena and generate revenue, and innovative program ideas to promote goodwill within the County.

As a health care organization, our business requires the annual design of new consumer products, the development of competitive go-to market strategies, and delivery of growth margins. In addition to new product development and launches, MVP has extensive rebranding and market integration experience from prior organizational acquisitions—notably Preferred Care of Rochester in 2006 and Hudson Health Plan, Inc. in 2013. As a regional not-for-profit company, we have also developed expertise building and leading strong community coalitions to help advance our mission to create healthy communities, while addressing the unmet needs of our various community partners.

MVP also has a customer-centric discipline and process, developed in partnership with a leading consulting firm, that further informs our growth strategies and offers a unique differentiation.

Financial Strength

MVP continues to be a financially strong organization and expects to achieve profits in line with our annual budget. Our corporate goals include a multi-year strategic plan to have reserves that support our growth objectives.

MVP's most recent Audited Financial Statements are enclosed. Please note that the enclosed Audited Financial Statements are confidential and proprietary information of MVP Health Care, Inc., and are intended for the sole use of the County of Albany for those purposes disclosed to MVP only. Any further disclosure, dissemination, distribution, or duplication is strictly prohibited.

Section II Qualifications & Experience

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3.5 Proposers shall submit any details of similar projects including name, addresses and telephone numbers.

Confirmed—please refer to **Section III – References** for a list of similar projects and their applicable reference contacts.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

MVP wants to be more than a name to Albany County. Together, we can help the **MVP Arena** become a catalyst that brings excitement and vibrancy, leveraging one of the region's marquee assets to improve the health and well-being of Albany County residents in meaningful ways.

As part of this proposal, we are committing an **annual \$2,000,000 investment**—a **\$600,000 annual sum** and a **\$1,400,000 annual Innovation Fund**—to engage the community and amplify Arena attendance and revenue (refer to **Section VI – Revenue Proposal** for details).

MVP is uniquely positioned to deliver on these promises because of our:

1. Experience creating community coalitions that effect positive change.
2. Access to consumer data to get the right answers to inform revenue-generation opportunities for Albany County.
3. Ability to align with the County's mission to support the whole health of its residents.

MVP has a proven history of forming regional and national coalitions to make a positive impact on the communities we serve. We see Albany County as a natural partner and extension of this mission.

A **unique differentiator** included in this proposal is access to MVP's proprietary consumer data process to discover the unmet needs of the residents of Albany County, and surrounding areas, to increase attendance at Arena events and generate revenue for the County.

MVP works with a world class innovation consulting firm to collect, understand, and leverage customer data. The firm has an exceptional history of helping companies to unlock potential and accelerate growth. Collectively, we would use our proprietary

Section II Qualifications & Experience

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process to collect data about current and prospective consumers of the MVP Arena. This data can then be used to inform our marketing and programming efforts to generate maximum community impact and revenue generation for the County.

Last year, we studied over 1,000 health care consumers and uncovered that 82 percent of Albany County resident respondents indicated that they were concerned about having access to reliable transportation to access health care services. As part of our innovation research for the MVP Arena, we may uncover that reliable transportation is an unmet need for attendees and creates an opportunity to develop an innovative solution such as a dedicated MVP Arena Shuttle would provide safe and reliable transportation increase events and increase attendance and revenue.

Additionally, our proposal includes **dedicating one, full-time MVP employee** to the re-naming implementation, as well as ongoing support for marketing, promotion, and community goodwill programming activities.

Since our founding, MVP has maintained our commitment to positively impacting the health and well-being of everyone we serve. This commitment is evidenced in our history of community support and our products and services designed to address social determinants of health.

Because of our commitment to our customers, MVP continually strives for excellence, evidenced by our Medicare Advantage plans receiving an overall rating of 4.5 out of 5 stars for health plan quality.

Our health plans also include care coordination, care management, and well-being programs aimed at rewarding our customers for completing health-related activities and tracking physical activity.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

Confirmed—please refer to **Section VI – Mandatory Documentation** for a completed “Vendor Responsibility Questionnaire” (Attachment “C”).

Section II Qualifications & Experience

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3.8 Proposer shall provide, at no cost to the County, a current Dun & Bradstreet Comprehensive Report which shall be a distributable copy. Due to copyright issues, the County is unable to accept D&B reports marked “Not for Distribution.” This report can be obtained online at www.dnb.com. Information within this report may be used in the County’s evaluation of the Proposer’s financial solvency. Any Proposer who is unable to supply this report because the business does not have a D&B number should note this in their proposal response.

MVP has withdrawn from all credit rating processes since the company holds no debt and exceeds state and federal reserve requirements. Our withdrawal decision also allows MVP to redirect the substantial resources that are required for credit rating reporting to initiatives that directly benefit our customers.

While we do not participate in credit rating processes, we do engage with an independent auditing firm that monitors and ensures our financial stability.

As aforementioned, our most recent Audited Financial Statements are enclosed with this proposal response and include a Report of Independent Certified Public Accountants from Grant Thornton, LLP showing MVP’s financial stability and achievement of profits in line with our annual budget.

3.9 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

Confirmed—MVP will provide any non-proprietary information to Albany County upon request.

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Experience

MVP is deeply committed to making a difference in the communities we serve and has a long history of community engagement. Currently, we are proud to support more than 50 Albany County organizations, including community-based organizations and nonprofits.

Below are some highlights of recent MVP community support to effect positive change:

COVID-19 Pandemic

To support our local communities during the onset of the COVID-19 pandemic, we partnered with UCM Digital Health and one of our largest regional competitors to stand up a virtual emergency room experience, providing individuals with immediate access to providers for COVID-19 concerns and questions in a virtual capacity. Since then, our work with UCM Digital Health and our virtual care platform now known as “Gia” has evolved. In partnership with UCM Digital Health, we continue to innovate and invest in the customer experience using data to meet and exceed customer needs, providing quick and easy access to care.

Co-Creation of a New Medicare Advantage Product

In April 2021, we announced an exciting new partnership with The University of Vermont Health Network (UVMHN) to transform care for Medicare Advantage (MA) consumers. We launched our customer-centric innovation process to study over 1,100 consumers across the entire state of Vermont and Northern New York. Our partnership with UVMHN also enabled joint problem solving to generate innovative solutions (i.e., diabetes care kits with blue tooth enabled devices) to solve unmet consumer needs and form a coalition of great magnitude.

National Fitness Campaign Sponsorship

Most recently, we announced a state-wide sponsorship with the National Fitness Campaign, a national organization dedicated to helping communities fund, build and activate Fitness Courts across the country. Prior to the state-wide sponsorship we partnered with the City of Rochester to build the first Fitness Court in New York State. Fitness Courts are outdoor state-of-the-art gyms that provide an accessible and equitable space for individuals to incorporate health and wellness into their daily lives. This partnership is one that exemplifies our commitment to executing creative ways to support our communities.

Resumes

Advisory Committee

Christopher Del Vecchio, President & Chief Executive Officer

As a leader, Christopher Del Vecchio challenges everyone around him—and throughout our organization—to be the next wave of positive change in health care, rather than simply riding out the industry's turbulence. As a health care executive, he champions the simple idea that doing what is right by our members is the true measure of MVP Health Care's success.

Since joining MVP in 2014 as Executive Vice President of Strategy and Innovation, Chris has played an integral role in shaping and executing the vision, goals, and development of our organization. As a catalyst for innovation and systemic change, Chris was quickly promoted to Chief Operating Officer, then President, and now President and Chief Executive Officer. He believes that everyone deserves a better health insurance experience, regardless of age, income, or health status—and works every day to make sure MVP is delivering that more helpful, more personal experience.

Chris earned a Bachelor of Science in Pharmacy from the Albany College of Pharmacy and Health Sciences, and a Master of Business Administration in Health Systems from Union Graduate College. A long-time resident of Albany County, Chris also currently sits on the Board of Directors of The Business Council of New York State, Inc.

Dominick Bizzarro, Chief Growth Officer

As Chief Growth Officer Dominick Bizzarro is helping to chart MVP's strategic plans to ensure MVP is far ahead of the curve when it comes to creating healthier communities. While others are—importantly—focused on the next quarter, Dominick is looking at the next quarter-century and mapping MVP's course through anticipated changes in the health care landscape. With this long-term view, he believes it is MVP's responsibility to harness change that will make health care more affordable, understandable, and accessible for members.

Collaborating with leaders from all corners of the organization, Dominick has confidence that there are many opportunities for MVP to offer more value to the members we serve and reach new communities. He doesn't just ask, "What's next?"—he also asks, "What do our members need from us next?"

Dominick earned a Bachelor of Science in Pharmacy from the Albany College of Pharmacy and Health Sciences, and a Master of Business Administration in Health Systems from Union Graduate College. Previously a member of various boards, he is

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currently appointed to the Board of Directors of the Hudson Valley Community College Foundation, and the leading health information exchange in New York, HIXNY.

Kelly K. Smith, Senior Vice President & Chief of Sales

Kelly Smith is an experienced health care executive with a keen eye for the big picture that allows her to drive innovative solutions and deliver them on a world-class level. At MVP, she has enterprise-wide responsibility for retaining and growing MVP's membership opportunities through go-to-market strategies, lead generation, product marketing and channel management. She has implemented sales strategies for multiple lines of business in Eastern New York, Hudson Valley, and Vermont, and works with national and regional consultants, brokers, and employers to position MVP as an industry leader in supporting healthier communities and delivering affordable health care options.

Kelly has an exceptional ability to create and lead high-performing teams with a strong work ethic and inherent desire to always put the customer first. A strong mentor to her staff, as well as more formally through her work with AHIP and YPL, she is committed to creating a culture that inspires excellence and accountability, and to working closely with various departments within MVP to ensure positive, enduring member experiences.

Kelly is a member of the National Association of Health Underwriters, and a licensed insurance agent in New York and Vermont. She earned a bachelor's degree from the State University of New York and is a graduate of the AHIP Executive Leadership program through Northwestern/Kellogg School of Business.

Kelly is deeply involved with the Capital Region community through her board work with organizations such as WMHT and specifically as Board Chair for Girls Inc.

Ellen Sax, Vice President of Community Engagement

Ellen Sax joined MVP in February 2014 as the Director of Corporate Social Responsibility and in 2016 was promoted to Vice President of Community Engagement.

In addition to developing and implementing MVP's philanthropic focus, Ellen is responsible for expanding MVP's presence in the community through charitable giving, employee engagement and partnerships with nonprofit organizations and community groups. Prior to joining MVP, Ellen was the Vice President for Community Relations at KeyBank.

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Ellen holds an MPA from the Maxwell School of Citizenship and an MS in Rehabilitation Counseling from Syracuse University where she also received her undergraduate degree.

Ellen participates in several community endeavors including board chair of the B'nai B'rith Gideon Foundation, trustee for the Crohn's & Colitis Foundation Upstate Northeastern NY Chapter, co-chair of the Corporate Division for Ellis Medicine's capital campaign, board member for the Albany Police & Fire Foundation and committee member for the CCFA Evening to Remember Gala. She also serves on the Board Emeriti of the Community Foundation for the Greater Capital Region, Advisory Council for both Albany ProMusica and the Baby Institute and the Albany Symphony Orchestra's Task Force on Diversity, Equity, and Inclusion.

Mollie Maloney Rooney, Senior Leader, Enterprise Marketing & Communications

Mollie Maloney Rooney is an experienced marketing leader with vast experience in developing and leveraging a brand. She currently leads a team at MVP challenged to keep our brand relevant in a crowded health care space. MVP mass-media and direct-to-consumer efforts have won numerous awards for creativity. Previously, Mollie worked at Sawchuk Brown and prior to that spent eight years in Kansas with Sprint corporate.

Mollie's deep work history and commitment to the success of Albany County includes representing the Albany County Convention and Visitors Bureau (ACCVB) as the Marketing Director working directly with the County on the launch of the newly built Knickerbocker Arena. During this time, Mollie also worked closely with peers across the State to lead a collaborative project with the New York State "I Love New York" campaign to increase visibility as a regional destination for national and regional conventions. Mollie continued her drive to be an active part of the revitalization of the region by working in a collective network with Albany County to become the 1991 All-America City.

Mollie earned a Bachelor of Business Administration with a distinction in Marketing from Saint Bonaventure University and continues to play a large role in the community to better create impactful marketing campaigns.

Kimberly Kilby, Vice President, Medical Director, Health & Well-Being

Dr. Kim Kilby is Vice President, Medical Director, Health & Well-Being at MVP. Dr. Kilby is a family and preventive medicine physician and is responsible for MVP's efforts to enhance the health and well-being of our customers. She is the dedicated clinical leader supporting Gia, MVP's customer experience for accessing health and life services that

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improve clinical outcomes while helping patients resolve their health concerns in creative, customer-centric ways.

Dr. Kilby previously served as Associate Dean for Academic & Student Affairs and Interim Associate Dean for Undergraduate Medical Education at Albany Medical College in Albany, NY, and practiced clinically at Albany Medical Center Bariatrics and Nutrition Group. She has experience in public health practice, having served as the Director of the Bureau of Communicable Disease Control for the New York State Department of Health where she was responsible for overseeing the control and prevention of general communicable diseases statewide and directed the clinical management for the 2009 H1N1 influenza pandemic. Dr. Kilby was named the 2015 Family Practice Educator of the Year by the New York State Academy of Family Physicians.

Kim is a graduate of Albany Medical College, obtained her MPH degree from the University at Albany School of Public Health, and is Board Certified in Family Medicine, Preventive Medicine, and Obesity Medicine. Dr. Kilby completed her family medicine residency during which she served as Chief Resident at the University of Vermont. She subsequently completed the New York State Preventive Medicine Residency program. She is currently enrolled in Clarkson's Healthcare Management MBA program.

D. Scott Momrow, Vice President, Network Strategy and Strategic Relationship Management

Scott Momrow is an experienced executive contributing nearly 25 years of successful leadership in provider network strategy, alternate payment models, population health management, informatics, product management, marketing and business development and adoption. Prior to joining MVP, he served as Chief Marketing Officer at XchangeWorx and Vice President, Population Health Strategy at HIXNY.

As Vice President, Network Strategy and Strategic Relationship Management, Scott is responsible for overseeing the development, implementation, and overall success of MVP's innovative provider network partnerships and programs. In this capacity, he leads a team that actively collaborates with network stakeholders to support the shift from fee-for-service (FFS) payment to consumer-focused models designed to improve the health in the communities we serve, improve affordability, and enhance the overall member experience.

Scott earned a Master of Public Health from the University at Albany and a Bachelor of Science in Biology from Siena College.

Scott is active in the community and has served as a member of the Capital Region Advisory Board of Directors for the American Heart Association, American Cancer Society New York Capital Region Board of Advisors, Siena College Task Force on

Section II Qualifications & Experience

Strategic Planning for Health Programs, Steering Committee of the Healthy Capital District Initiative Population Health Improvement Program (PHIP) and a charter member of the Health Systems Advisory Group convened by The New York State Department of Health Bureau of Community Chronic Disease Prevention.

Activation Team

Stacey Barss, Leader of Field Marketing

Stacey Barss is the Leader of Field Marketing at MVP and is responsible for overseeing community relations, sponsorships, events, and community partnerships. She leads the strategy, execution, and results for community relationships to ensure they are beneficial for the partner organization and MVP.

Stacey came to MVP with over ten years of sales and leadership experience in the pharmaceutical and medical device industries, and it is this expertise in leadership management and strategic planning that has helped to elevate and focus MVP's Field Marketing team across the service footprint. She increases lead generation and sales across all divisions of MVP by representing MVP at public community events, bridging the gaps among stakeholders, and identifying key partnerships and goals cross departmentally. She oversees a team of four Field Marketing professionals spread throughout New York and Vermont.

Stacey earned a Bachelor of Arts in Business Administration from the State University of New York at Oswego. She received a Master of Business Administration degree from the University of Scranton in 2017.

She is a member of the Capital Region Chamber's Women's Business Council and joins the organization on the programming committee, as well as on the steering committee for the Leadership Tech Valley program hosted by the Capital Region Chamber.

Ashley Breen-Verga, Leader, Enterprise Marketing & Communications, Corporate, Internal, PR & Social Media

At MVP, Ashley Breen-Verga leads corporate and internal communications as well as the organizations public relations and social media strategy development and deployment. Prior to this role, Ashley led the team responsible for building and executing unique event activation for MVP's sponsored events. Her experience in public relations and creating opportunities for consumers to connect with a brand on a personal level brings a unique perspective when engaging with community-centric organizations and businesses. Prior to joining MVP, she spent the early part of her career honing her marketing and development skills for non-profit organizations before joining The

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Albany Academies—where her creativity, relationship building, and keen ability to build events and produce engaging communications enabled her to execute Albany Academy for Girls and The Albany Academy’s bicentennial celebrations.

Ashley earned a Bachelor of Arts in Business Communications from Mercyhurst University. She received a Master of Business Administration degree from Walden University in 2010.

Jeffrey Collins, Senior Leader, Medicare Sales & Retail Outreach

Jeffrey Collins recently joined MVP and is responsible for sales and operations in the New York and Vermont markets for Medicare and Medicaid government programs. He has more than 25 years of progressive management experience in the managed health care field. His previous roles include Vice President at United Health Care, Regional Director of Sales and Marketing for the Northeast Region at Fidelis Care, and a position at Value Options, a managed care organization that delivers mental health and substance use disorder services for health plans and employer groups. Jeffrey is driven by his passion to serve his community and is proud of his extensive non-profit board experience and volunteerism.

Jeffrey earned a Bachelor of Arts in English from Siena College and a Master of Arts in Public Communications from The College of Saint Rose, where he was recognized for his academic achievement.

Simone Brooks, Innovation Strategist

Simone A. Brooks is an Innovation Strategist at MVP, and is a proud native of Albany – born, raised, and educated in Albany County. Simone has over 15 years of experience in corporate retail, commercial finance, and program development in multiple industries. She has worked with local, regional, and global organizations, including BCBG, Inc., North American Breweries, and Albany Medical Center, among others. In her current role, Simone helps select which markets to target, gain better understanding of their customers' needs, and identify areas of opportunity through qualitative research along with quantitative survey data. She evangelizes the culture of innovation throughout the organization to ensure we are the difference for the customer.

Simone is passionate about driving health care equity and ensuring all populations receive fair health care, regardless of their ethnicity, income, gender, or otherwise. Prior to joining MVP, Simone was pivotal in driving local partnerships between community-based organizations (CBO), skilled nursing facilities, hospitals, and private practices to improve care for the Medicaid and uninsured populations. She also spearheaded a community health worker certification program with local community colleges and

Section II Qualifications & Experience

developed a value-based payment training program for social service and health care providers modeled after the NYS Department of Health's Medicaid Accelerated eXchange (MAX) Series, which educated executive leaders of over 20 local CBOs.

Simone holds a Bachelor of Science in Economics, with a minor in Information Technology, from Rensselaer Polytechnic Institute. She holds an Executive Master of Business Administration from Simon School of Business (University of Rochester). She is a dual member of Toastmasters International, Inc., serving as Secretary of one of the local clubs.

Attachments

Consolidated Financial Statements and
Report of Independent Certified Public
Accountants

MVP Health Care, Inc.

December 31, 2020 and 2019

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GRANT THORNTON LLP

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
MVP Health Care, Inc.

We have audited the accompanying consolidated financial statements of MVP Health Care, Inc. and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2020, and the related consolidated statements of operations and changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of MVP Health Care, Inc. and subsidiaries as of December 31, 2020, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The consolidated financial statements of MVP Health Care, Inc. and subsidiaries as of and for the year ended December 31, 2019 were audited by other auditors. Those auditors expressed an unmodified opinion on those 2019 financial statements in their report dated March 31, 2020.



Hartford, Connecticut
March 30, 2021

MVP Health Care, Inc.

CONSOLIDATED BALANCE SHEETS

**December 31,
(In thousands of dollars)**

ASSETS	2020	2019
CURRENT ASSETS:		
Cash and cash equivalents	\$ 296,679	\$ 217,266
Marketable securities, at fair value (cost \$312,890 in 2020 and \$279,206 in 2019)	324,166	284,113
Premiums receivable, net of allowance of \$8,596 and \$3,703 for 2020 and 2019, respectively	16,360	32,885
Other receivables, net	179,358	144,523
Other current assets	13,213	15,242
Total current assets	829,776	694,029
Statutory deposits	141,631	160,010
Healthcare receivables	29,859	24,676
Property and equipment, net	23,169	17,447
Intangible assets, net of accumulated amortization	3,044	3,461
Total assets	<u>\$ 1,027,479</u>	<u>\$ 899,623</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Medical expenses payable	\$ 302,203	\$ 287,076
Accounts payable and accrued expenses	141,056	102,352
Premium deficiency reserves	25,299	11,274
Unearned premiums	19,963	21,379
Due to New York State	18,593	8,074
Total current liabilities	507,114	430,155
LONG-TERM LIABILITIES:		
Deferred tax liability, net	1,788	627
Total liabilities	508,902	430,782
COMMITMENTS AND CONTINGENCIES		
NET ASSETS:		
Statutory reserves	367,644	296,822
Unrestricted net assets	150,933	172,019
Total net assets	518,577	468,841
Total liabilities and net assets	<u>\$ 1,027,479</u>	<u>\$ 899,623</u>

The accompanying notes are an integral part of these consolidated financial statements.

MVP Health Care, Inc.

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS

**Years ended December 31,
(In thousands of dollars)**

	<u>2020</u>	<u>2019</u>
Revenue:		
Premium revenue, net	\$ 3,426,042	\$ 3,334,413
Management income	<u>22,655</u>	<u>28,100</u>
Total revenue	<u>3,448,697</u>	<u>3,362,513</u>
Expenses:		
Hospital, physician and other medical expenses	3,077,901	3,060,325
General and administrative expenses	295,631	305,134
Depreciation and amortization	2,823	1,797
Health insurer fee	<u>38,949</u>	<u>200</u>
Total expenses	<u>3,415,304</u>	<u>3,367,456</u>
Operating income (loss)	<u>33,393</u>	<u>(4,943)</u>
Nonoperating income:		
Investment income	22,733	32,204
Other income	<u>84</u>	<u>86</u>
Total nonoperating income	<u>22,817</u>	<u>32,290</u>
Excess of revenue over expenses before income taxes	56,210	27,347
Income tax (expense) benefit	<u>(6,474)</u>	<u>264</u>
Increase in net assets	49,736	27,611
Net assets:		
Beginning of year	<u>468,841</u>	<u>441,230</u>
End of year	<u>\$ 518,577</u>	<u>\$ 468,841</u>

The accompanying notes are an integral part of these consolidated financial statements.

MVP Health Care, Inc.

CONSOLIDATED STATEMENTS OF CASH FLOWS

**Years ended December 31,
(In thousands of dollars)**

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Increase in net assets	\$ 49,736	\$ 27,611
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	2,971	1,797
Gain on sale of assets	(149)	-
Realized gains on marketable securities	(2,422)	(5,525)
Change in unrealized gains and losses on marketable securities	(9,129)	(10,306)
Amortization of bond premium	691	448
Deferred tax, net	1,161	(602)
Changes in operating assets and liabilities:		
Premiums receivable	16,525	11,273
Other receivables, net	(34,835)	(11,606)
Healthcare receivables	(5,183)	(108)
Other current assets	2,029	(463)
Medical expenses payable	15,127	(39,334)
Accounts payable and accrued expenses	38,704	37,374
Premium deficiency reserves	14,025	11,274
Unearned premiums	(1,416)	3,213
Due to New York State	10,519	(2,584)
Net cash provided by operating activities	<u>98,354</u>	<u>22,462</u>
Cash flows from investing activities:		
Purchase of marketable securities	(288,009)	(352,683)
Sales and maturities of marketable securities	277,195	338,956
Purchase of property and equipment	(8,127)	(11,778)
Net cash used in investing activities	<u>(18,941)</u>	<u>(25,505)</u>
Net increase (decrease) in cash and cash equivalents	79,413	(3,043)
Cash and cash equivalents:		
Beginning of year	<u>217,266</u>	<u>220,309</u>
End of year	<u>\$ 296,679</u>	<u>\$ 217,266</u>
Supplemental disclosure of cash flow information:		
Federal and state income tax paid, net of refunds	\$ 4,600	\$ -

The accompanying notes are an integral part of these consolidated financial statements.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

December 30, 2020 and 2019
(In thousands of dollars)

NOTE 1 - ORGANIZATION

MVP Health Care, Inc. (the “Parent”) and its wholly owned subsidiaries (collectively the “Company”) is an integrated health benefits insurance and health benefits management company.

The Company’s wholly owned subsidiaries are MVPHP Holding Company, Inc. and MVPHIC Holding Corp. (“Holding Corp.”). Holding Corp.’s wholly owned subsidiaries are MVPRT Holdings, Inc. and MVPUT Holdings, Inc.

MVPHP Holding Company, Inc.’s wholly owned subsidiary is MVP Health Plan, Inc. (the “Plan”), a not-for-profit corporation licensed as a health maintenance organization to deliver health care services in New York and Vermont. The Plan is also the sole corporate member of Hudson Health Plan, Inc. (“Hudson”), a 501(c)(3) New York-not-for-profit corporation. Effective January 1, 2016, Hudson membership moved to the Plan, consolidating the government program membership to one entity.

MVPRT Holdings, Inc.’s wholly owned subsidiaries are MVP Health Services Corp. (“HSC”), providing medical and dental insurance products to New York employer groups; and MVP Health Insurance Company (“HIC”), operating as a health and accident insurer in the states of New York and Vermont and offering a variety of insurance products, such as preferred provider option, an exclusive provider option, a point of service option, and high deductible products.

MVPUT Holdings, Inc.’s wholly owned subsidiaries include MVP Service Corp. (“Service Corp.”), providing management services to the Company; MVP Select Care, Inc. which provides administrative services to companies that self-insure health care benefits; and MVP Benefit Group, Inc. (“Benefit Group”); licensed by the New York State Department of Financial Services (“NYSDFS”) for the solicitation, negotiation, and sale of life and accident/health insurance, including long-term disability insurance, pensions and retirement benefits.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Principles of Consolidation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”). All significant intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period.

Significant areas in which management has made estimates include investment valuation, regulatory accruals, medical expenses payable, deferred tax asset valuation allowances, premium deficiency reserves, and intangible assets recorded from acquisition accounting. Management relies on historical experience and other assumptions believed to be reasonable relative to the circumstances in making judgments and estimates. Actual results could materially differ from those estimates.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

Cash and Cash Equivalents

Cash and cash equivalents include amounts on deposit with banks and other short-term highly liquid debt instruments with an original maturity of three months or less. The Company maintains cash and cash equivalents that normally exceed federally insured limits at various financial institutions.

Marketable Securities

Marketable securities, which include corporate obligations, government and agency bonds, commercial paper, exchange traded funds, municipal bonds and mutual funds are accounted for in accordance with authoritative guidance issued by Financial Accounting Standards Board ("FASB") for not-for-profit organizations. The Company has elected the fair value option, therefore, marketable securities are reported at fair value with realized and unrealized gains and losses, and changes in unrealized gains and losses included in the consolidated statements of operations and changes in net assets. Investment income includes dividends, interest, realized gains and losses, unrealized gains and losses, and amortization of bond discount/premium. Gains and losses on the sales of securities are computed using the first-in, first-out identification method.

Fair Value of Financial Instruments

Fair value represents the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between willing market participants at the measurement date. FASB requires disclosure of fair value information about financial instruments, whether or not recognized in the consolidated balance sheets, for which it is practicable to estimate that value. Certain financial instruments and all nonfinancial instruments are excluded from its disclosure requirements.

Other Receivables

Other receivables consist primarily of reinsurance recoveries, pharmacy rebates, and Medicare part D receivables.

Healthcare Receivables

Healthcare receivables represent advances to hospitals and overpayments to providers, which are determined in accordance with contracts with the Plan.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization is calculated using the straight-line method over the estimated useful life of the respective assets or, for leasehold improvements, over the term of the related lease, if shorter, as follows:

Software and computer equipment	3-7 years
Furniture and office equipment	3-5 years
Vehicles	5-7 years
Leasehold improvements	Remaining term of lease or useful life

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

When assets are sold or retired, their cost and related accumulated depreciation or amortization is removed from the accounts and any related gain or loss is reflected in earnings.

Property and equipment are tested for potential impairment whenever events or changes in circumstances indicate that an asset value may not be recoverable.

Intangible Assets

Intangible assets other than goodwill and indefinite lived intangible assets are amortized over their estimated useful lives, which range between one and ten years. The Company periodically reviews the estimated useful lives of the intangible assets and reviews such assets for impairment whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. The Company's determination of impairment is based on estimates of future cash flows. If an intangible asset is considered to be impaired, the amount of the impairment will equal the excess of the carrying value over the fair value of the asset.

In addition, management of the Company assess impairment of intangible assets when circumstances indicate that their carrying amounts may not be recoverable.

Medical Expenses Payable

Medical expenses payable represent claims that have been reported to the Company plus an estimate of claims incurred but not yet reported ("IBNR"). The IBNR is estimated based on the Company's historical experience and other factors. The Company believes that its IBNR claims estimates are adequate to satisfy its ultimate claims liabilities; however, the IBNR liability as recorded may vary significantly from actual claims amounts, both negatively or positively, and as such when changes in the estimate are deemed necessary, they are included in current operations.

Health care claims (including the portion of provider fees withheld) are charged to hospital, physician and other medical expenses as incurred, and amounts withheld from providers are recorded as liabilities. Amounts to be returned to providers are reviewed on an annual basis and any amounts not returned are recorded as reductions to hospital, physician and other medical expenses, with corresponding reductions of the related liability for provider risk withholding.

Premium Deficiency Reserves

A premium deficiency reserve ("PDR") is established when future claims expense and related costs are expected to exceed future premiums. The calculation of PDR requires the Company to project future losses, which includes assumptions related to future enrollment, premiums, and medical and administrative expenses. The Company considers anticipated investment income when calculating PDR. The Company established a premium deficiency reserve of \$25,299 and \$11,274 as of December 31, 2020 and 2019, respectively.

Premium Revenue

Premium revenue is recognized in the period in which the enrolled members are entitled to receive health care services. Premiums received prior to such period are recorded as unearned premiums. The carrying amount of premium receivable is reduced by an allowance, which reflects management's best estimate of amounts that will not be collected.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

Effective January 1, 2019, the Company adopted ASU No. 2014-09, *Revenue from Contracts with Customers* ("Topic 606"). Topic 606, as amended, requires an entity to recognize revenue for the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Additional disclosures are also required regarding the nature, amount, timing, and uncertainty of revenue and cash flows related to customer contracts. Insurance contracts, which constitute the majority of the Company's operations are excluded from Topic 606, because the recognition of these contracts is dictated by ASC 944, *Financial Services-Insurance*.

The Company adopted Topic 606 using the modified retrospective transition method with no impact to the opening balance of net assets and there was no material impact to the Company related to its existing revenue streams. The Company applied this guidance to management income and pharmacy rebate revenue. The majority of the Company's management income is derived from administrative services only ("ASO") arrangements that allow corporate clients to self-fund claims and assume the risk of medical or other benefit costs. In return for fees from these clients, the Company provides or makes available various services supporting benefit management and claims administration. In general, the Company considers these services to be a combined performance obligation to provide cost effective administration of plan benefits over the contract period. Fees are billed, due and recognized monthly at contracted rates based on current membership or utilization. This recognition pattern aligns with the benefits from services provided to clients. Expenses associated with administrative programs and services are recognized in other operating expenses as incurred. The Company contracts with certain pharmaceutical companies, which provide rebates to the Company based on the utilization of prescription drugs by the Company's members. Rebates are recognized when earned according to the contractual arrangements.

Management Income

Management income consists of fees earned for processing of claims for self-funded groups.

Hospital, Physician and Other Medical Expenses

Hospital, physician and other medical expenses represent all medical expenses, noncapitated and capitated. Hospital, physician and other medical expenses are based in part on estimates for unprocessed, pending and unreported claims and claims settlements and are net of pharmacy rebates. Adjustments to prior period estimates are reflected in the period identified. Capitated medical expenses represent stipulated dollar amounts per member per month established to cover the cost of certain health care services for a member.

Reinsurance

Reinsurance premiums are reported as hospital, physician and other medical expenses, and reinsurance recoveries are reported as a reduction of hospital, physician and other medical expenses.

Income Taxes

The Parent is incorporated as a nonprofit corporation under the New York Not-for-Profit Corporation Law and qualifies for exemption under 501(c)(4) of the Internal Revenue Code ("Code"). The Plan is incorporated as a nonprofit corporation pursuant to Article 44 of the New York State Public Health Law and under Section 501(c)(4) of the Code. The Parent and the Plan are exempt from federal income taxes on related income under Section 501(a) of the Code. Hudson is exempt from federal income tax under Section 501(c)(3). All other entities are taxable subsidiary corporations.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

Income taxes for all of the corporations are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax benefits or consequences, respectively, attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is established when necessary to reduce deferred tax assets to an amount expected to be realized.

To account for uncertainty in income taxes, the Company recognizes in its consolidated financial statements the impact of a tax position when that position is more likely than not to be sustained on audit based on the technical merits of the position.

Risks and Uncertainties

The Company's business could be impacted by a number of factors such as the uncertain economic environment, continuing price pressure on new and renewal business, limitations on the Company's ability to effectively control health care costs, additional competitors entering its markets, federal and state health care legislation in the area of healthcare reform, and increased governmental regulation of HMOs and insurance companies. These challenges are significant and could adversely impact the Company's operations and financial results in the future.

In March 2020, the World Health Organization declared the outbreak of a novel strain of coronavirus ("COVID-19") a global health pandemic. The COVID-19 pandemic continues to evolve, and the virus and mitigation efforts have continued to impact the global economy, cause market instability, increase unemployment in the United States, and put pressure on the healthcare system, and it has impacted and will continue to impact membership and benefit expense. As the COVID-19 pandemic continues, the Company remains focused on increasing access and coverage for our members, making changes to our membership benefits and business operations and adapting tools and policies to assist consumers and care providers. The Company is actively monitoring the continued duration of COVID-19 and its potential impact on the Company's operations, financial results and workforce.

Centers for Medicare and Medicaid Services ("CMS") continues to perform audits of selected Medicare Advantage ("MA") plans to validate the diagnostic information and resulting premium under the actuarial risk-adjustment model used to reimburse MA plans. The Company generally relies on providers to appropriately document all medical data including risk-adjustment data in their medical records and appropriately code their claim submissions. This and other risk-adjustment data is sent to CMS as the basis for payments received from CMS under the actuarial risk-adjustment model. The CMS audits involve a review of a sample of provider medical records for the contracts being audited. Rates paid to MA Plans are established under a bid model, the actuarial process whereby premium is based on a company's beneficiaries' risk scores, derived from medical diagnoses. The Company's payment received from CMS, as well as benefits offered and premiums charged to members, is based on bids that did not, by CMS design, include any assumption of retroactive audit payment adjustments.

While CMS has not formally published its audit payment adjustment methodology, CMS has indicated that it may make retroactive contract-level payment adjustments. The Plan is unable to estimate the financial impact of any audits that may be conducted related to 2020 or prior years' revenue and whether any findings would cause a change to the Company's method of estimating future premium revenue. At this time, the Company does not know whether CMS will require payment adjustments to be made using a method of extrapolating findings to the entire contract. However, if CMS requires payment adjustments to be made using a method of extrapolating findings to the entire contract, and if the Company is unable to obtain any relief preventing the payment adjustments from being implemented, the Company believes that such adjustments could have a material adverse effect on its results of operations, financial position, and cash flows.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

Marketable securities are exposed to various risks, such as interest rate, market and credit. Due to the level of risk associated with these securities and the level of uncertainty related to changes in the value, it is at least reasonably possible that changes in risks in the near term could materially affect account balances and the amounts reported in the consolidated balance sheets and consolidated statements of operations and changes in net assets.

The Company places its cash equivalents and marketable securities in a variety of financial instruments and, by policy, limits the amount of credit exposure through diversification and by restricting the majority of its marketable securities to federally guaranteed and highly rated securities.

Regulatory Environment

The 2010 passage of the federal Patient Protection and Affordable Care Act ("ACA") as well as the federal Health Care and Education Reconciliation Act and corresponding state statutory and regulatory changes (collectively, "Health Care Reform") are transforming the U.S. health care system and increasing regulation of the U.S. health insurance industry. Health Care Reform is intended to expand the availability of health insurance coverage to millions of Americans by requiring that issuers of the individual and group health insurance policies satisfy medical loss ratio requirements and have premium rate increases above a certain level subject to disclosure and review.

The Company was subject to an annual fee under Section 9010 of the ACA. This annual fee is allocated to individual health insurers based on the ratio of the amount of the entity's net premiums written during the preceding calendar year. A health insurance entity's portion of the annual fee becomes payable once the entity provides health insurance for a U.S. health risk for each calendar year subject to the ACA assessment and expects to conduct health insurance business in the following year. The Company's portion of the annual health insurance industry fee paid in 2020 was \$38,706. There was a moratorium on the fee for 2019. The Company incurred ACA risk adjustment fees in 2020 and 2019 for \$243 and \$200, respectively.

Accounting for Health Care Reform

The Company participates in health insurance exchanges in New York and Vermont established pursuant to the Patient Protection and ACA and the Health Care and Education Reconciliation Act of 2010 (collectively, "Health Care Reform"). The U.S. Department of Health and Human Services ("HHS") pays the Company premium ("Premium Subsidy") and a portion of the out of pocket health care costs and Cost Sharing Reduction Subsidy ("CSR") for low-income individual members, which offsets the claims and medical expenses paid to providers for the out of pocket health care costs to be paid by HHS. The Company received advanced estimated payments through September 2017 for the Cost Sharing Reduction Subsidy. The Company recorded a liability for CSR as the net amount paid in advance is greater than the applicable incurred claims and medical expenses for the low-income individual members. Net payable of \$(193) and \$(49) were recorded for CSR as of December 31, 2020 and 2019, respectively, in claims payable, in the accompanying consolidated balance sheets. A reconciliation of the Cost Sharing Reduction Subsidy is required annually.

Beginning in 2014, a risk adjustment program was established to reduce the risk for participating health insurance companies selling compliant coverage on or off the public exchanges.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

The permanent risk adjustment program reallocates funds from insurers with lower risk populations to insurers with higher risk populations based on the relative risk scores of participants in nongrandfathered ACA compliant plans in the individual and small group markets, both on and off the exchanges. Based on the risk of the Company's members compared to the risk of other members in the same state and individual or small group market, considering data obtained from company experience and industry studies, an annual risk adjustment amount is estimated. The Company records a risk adjustment receivable or payable, with an adjustment to premiums earned when the amounts are reasonably estimable and collection is reasonably assured. As of December 31, 2020, the Company recorded a \$49,535 risk adjustment payable. As of December 31, 2019, the Company recorded a \$34,906 risk adjustment payable. These reserves are primarily comprised of Vermont and New York State ACA risk adjustment programs and are estimated based on a combination of industry and internal data.

A three-year risk corridor program also began in 2014. The risk corridor program was designated to limit insurer gains and losses by comparing allowable medical costs to a target amount as defined by HHS. This program applied to individual and small group qualified health plans, operating on exchange and any identical plans sold off the exchange from the same company. Variances from the target amount exceeding certain thresholds may result in amounts due to or from the program. HHS described the program as being "budget neutral" from a Federal government perspective meaning that risk corridor payments from insurers should fund risk corridor receipts from the program. The Company records a receivable or payable as an adjustment to premium revenue based on annual experience when the amounts are reasonably estimable and collection is reasonably assured. Based on the uncertainty of the funding of the risk corridor program, the Company did not record a receivable for the risk corridor program for the years ended December 31, 2014, 2015, and 2016. As a result of a Supreme Court ruling in 2020, issuers recovered risk corridor payments as a result of the litigation. The Company received a \$10,808 risk corridor payment in June 2020 for the program years 2014, 2015 and 2016.

Concentration of Credit Risk

In 2020 and 2019, approximately 55% and 54%, respectively, of the Company's premium revenue was from governmental agencies including the State of New York, Vermont, and CMS, which is subject to future audits, reviews and investigations. Management believes that adequate provision has been made for adjustments that may result from reviews by governmental agencies.

Subsequent Events

The Company has performed an evaluation of subsequent events through March 30, 2021, the date on which the consolidated financial statements were issued.

Reclassifications

Certain reclassifications have been made to the 2019 consolidated financial statements to conform with the 2020 consolidated financial statement presentation. An adjustment has been made to equally increase total assets and total liabilities on the consolidated balance sheets. These reclassifications had no impact on reporting results, restricted net assets or total cash flows as previously reported.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

NOTE 3 - MARKETABLE SECURITIES

Marketable securities, stated at fair value, consist of the following as of December 31:

	2020		2019	
	Fair Value	Cost or amortized cost	Fair value	Cost or amortized cost
Debt securities				
Corporate obligations	\$ 186,942	\$ 183,033	\$ 157,585	\$ 156,417
Government and agency bonds	39,420	38,555	57,256	56,978
Municipal bonds	35,870	35,250	14,140	13,965
Commercial paper	12,992	12,986	4,691	4,657
	<u>275,224</u>	<u>269,824</u>	<u>233,672</u>	<u>232,017</u>
Equities				
Exchange traded funds - U.S. equities	7,027	6,520	6,950	6,920
Mutual funds	40,400	35,088	41,462	38,324
Mutual funds (Execuflex)	1,515	1,458	2,029	1,945
	<u>48,942</u>	<u>43,066</u>	<u>50,441</u>	<u>47,189</u>
	<u>\$ 324,166</u>	<u>\$ 312,890</u>	<u>\$ 284,113</u>	<u>\$ 279,206</u>

The following schedule summarizes investment income for the years ended December 31:

	2020	2019
Dividends and interest	\$ 11,987	\$ 16,854
Realized gains, net	2,385	5,522
Change in net unrealized gains	9,052	10,276
Amortization of bond premium, net	<u>(691)</u>	<u>(448)</u>
Total investment income	<u>\$ 22,733</u>	<u>\$ 32,204</u>

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

The fair value of debt securities (excluding statutory deposits) at December 31 by contractual maturity date is as follows:

	2020		2019	
	Fair value	Cost or amortized cost	Fair value	Cost or amortized cost
Due less than one year	\$ 65,429	\$ 65,182	\$ 57,981	\$ 57,756
Due after one year through five years	143,743	140,635	125,462	124,553
Due after five years through ten years	23,064	21,665	15,969	15,9652
Due after ten years	42,988	42,342	34,260	34,056
	<u>\$ 275,224</u>	<u>\$ 269,824</u>	<u>\$ 233,672</u>	<u>\$ 232,017</u>

NOTE 4 - FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company accounts for financial instruments in accordance with guidance issued by the FASB, which establishes a hierarchy of valuation inputs based on the extent to which the inputs are observable in the marketplace. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the Company's own assumptions about how market participants would value an asset or liability based on the best information available. A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

- Level 1 measurements are based upon quoted prices in active markets that the Company has the ability to access for identical assets and liabilities. Market price data is generally obtained from exchange or dealer markets. Assets in Level 1 are comprised of the Company's portfolio of common stock, US Treasury guarantees, exchange traded funds and mutual funds.
- Level 2 measurements are based on quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, or valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Inputs are obtained from various sources including market participants, dealers and brokers. Assets included in Level 2 are comprised of the Company's portfolio of commercial paper, corporate obligations, municipal bonds, and government and agency bonds.
- Level 3 measurements are based on valuation techniques that use significant inputs that are unobservable as they trade infrequently or not at all. The Plan holds one Level 3 investment at December 31, 2020 and December 31, 2019.

There were no transfers between Level 1, Level 2 or Level 3 during 2020 or 2019.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

The following table presents the Company's marketable securities and statutory deposits utilizing the valuation hierarchy defined below:

	December 31, 2020			
	Level 1	Level 2	Level 3	Total
Corporate obligations	\$ 1,072	\$ 261,690	\$ 287	\$ 263,049
Government and agency bonds:				
U.S. Treasuries	65,653	-	-	65,653
U.S. Agencies	-	38,273	-	38,273
Exchange traded funds:				
U.S. Equities	7,027	-	-	7,027
Municipal bonds	-	36,888	-	36,888
Mutual funds	40,400	-	-	40,400
Commercial paper	-	12,992	-	12,992
Mutual funds (Execuflex)	1,515	-	-	1,515
Total	\$ 115,667	\$ 349,843	\$ 287	\$ 465,797

	December 31, 2019			
	Level 1	Level 2	Level 3	Total
Corporate obligations	\$ 632	\$ 256,304	\$ 321	\$ 257,257
Government and agency bonds:				
U.S. Treasuries	78,557	-	-	78,557
U.S. Agencies	-	27,029	-	27,029
Exchange traded funds:				
U.S. Equities	6,950	-	-	6,950
Municipal bonds	-	26,148	-	26,148
Mutual funds	41,462	-	-	41,462
Commercial paper	-	4,691	-	4,691
Mutual funds (Execuflex)	2,029	-	-	2,029
Total	\$ 129,630	\$ 314,172	\$ 321	\$ 444,123

NOTE 5 - OTHER RECEIVABLES

Other receivables consist of the following at December 31:

	2020	2019
Pharmacy rebates	\$ 106,505	\$ 96,106
Medicare Part D receivables	26,495	8,622
Reinsurance recoveries	21,910	25,647
Other receivables, net	19,917	8,453
Management fee receivables	2,932	3,496
Accrued interest	1,599	2,199
Total other receivables, net	\$ 179,358	\$ 144,523

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

NOTE 6 - PROPERTY AND EQUIPMENT, NET

Property and equipment, net consist of the following at December 31:

	2020	2019
Software and computer equipment	\$ 95,953	\$ 88,090
Furniture and office equipment	3,846	3,846
Vehicles	-	644
Leasehold improvements	27,340	26,867
	<hr/>	<hr/>
Total property and equipment	127,139	119,447
	<hr/>	<hr/>
Less accumulated depreciation and amortization	(103,970)	(102,000)
	<hr/>	<hr/>
Property and equipment, net	\$ 23,169	\$ 17,447
	<hr/>	<hr/>

Depreciation and amortization expense for the years ended December 31, 2020 and 2019 was \$2,405 and \$1,418, respectively. In 2020, a disposal of assets resulted in a \$149 gain on disposal and is included in depreciation expense. There were no disposals of assets during 2019.

NOTE 7 - INTANGIBLE ASSETS, NET

Intangible assets, net consist of the following at December 31:

	2020	2019
Provider contracts and customer relationships	\$ 12,282	\$ 12,282
Less accumulated amortization	(9,238)	(8,821)
	<hr/>	<hr/>
Intangible assets, net	\$ 3,044	\$ 3,461
	<hr/>	<hr/>

Amortization expense for the years ended December 31, 2020 and 2019 was \$417 and \$379, respectively.

NOTE 8 - STATUTORY RESERVES AND DEPOSITS

The NYSDFS requires the Plan to maintain cash or other assets acceptable to the Superintendent of Insurance that equals 5% of the estimated medical expenses for the following year. At December 31, 2020 and 2019, the Plan was in compliance with this requirement. Statutory deposits of \$133,863 and \$153,945, respectively, at December 31, 2020 and 2019 were invested in corporate obligations, government and agency bonds, commercial paper and municipal bonds.

The NYSDFS requires the Plan to maintain as a component of net assets a statutory reserve of 12.5% of net Commercial, Medicare and Child Health Plus premium revenue and 7.25% of net Medicaid, HARP and Essential Plan premium revenue at December 31, 2020 and 2019. The statutory reserve at December 31, 2020 and 2019 amounted to \$278,668 and \$267,592, respectively, which was in compliance with the reserve requirement.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

The Plan is required by the State of Vermont to deposit securities based on a Health Care Expenditures formula, with a minimum statutory deposit requirement of \$300. At December 31, 2020 and 2019, the statutory deposit amount was \$7,548 and \$5,856, respectively, and invested in U.S. Treasury notes, which was in compliance with the reserve requirement.

For HSC, New York State Insurance Law requires that a statutory reserve be accumulated and maintained after the first full calendar year of business based on 5% of net premium revenue until the reserve equals \$50. During each year thereafter, the statutory reserve is to be increased by an amount equal to at least 1% of net premium revenue. The statutory reserve at the end of any calendar year shall not exceed 12.5% of the net premium revenue for the calendar year. Statutory reserves amounted to \$88,976 and \$29,230 at December 31, 2020 and 2019, respectively, which were in compliance with the reserve requirements.

During March 2016 and December 2014, HSC issued \$35,000 and \$40,000, respectively, notes payable to the Plan. The loans were made pursuant to Section 1307 of the New York State Insurance Law and approval for such loans were granted by the Superintendent of Financial Services. The loans are payable on demand, provided that such repayment and interest payable on the loan shall only be paid out of the free and divisible surplus of HSC and that all such amounts to be paid or repaid will be subject to the prior approval of the Superintendent of the NYSDFS, whenever in the judgment of the superintendent, the financial condition of HSC warrants such action. Payment of the notes and the accrued interest is subordinate to all other liabilities of HSC. The Section 1307 loans are not treated as a component of statutory reserve under U.S. GAAP.

The NYSDFS requires that HIC maintain a minimum capital of \$300. Additionally, NYSDFS requires that a minimum capital surplus be maintained in a ratio of 12.5% of net premium that amounted to \$0 and \$57, as of December 31, 2020 and 2019, respectively. HIC was in compliance with these reserve requirements at December 31, 2020 and 2019. In addition, New York State Law requires a statutory deposit for HIC in the amount of \$200. HIC has \$220 included in statutory deposits at December 31, 2020 and \$209 at December 31, 2019 and as such, was in compliance with this requirement.

NOTE 9 - DUE TO NEW YORK STATE

The Plan has recorded \$18,593 and \$8,074 in liabilities due to New York State associated with Medicaid and HARP premium revenue rate adjustments as of December 31, 2020 and 2019, respectively. At December 31, 2020, the retrospective rate adjustments were offset by rate receivable for withhold of \$15,893. December 31, 2019 did not have a similar offset.

NOTE 10 - REINSURANCE

The Company has reinsurance agreements with private carriers to limit its losses and individual claims of enrolled members. Premiums for reinsurance are based on enrollment calculated on a per member, per month basis. In addition, the Company has a reinsurance agreement with the State of New York to limit its losses on individual claims for Medicaid members. For its Healthy NY and Medicaid members, the Company participates in the New York State (NYS) sponsored Stop Loss program, which is administered by Aicare.

Reinsurance premiums totaled \$19,506 and \$14,204 in 2020 and 2019, respectively. Reinsurance and stop-loss recoveries recognized totaled \$14,238 and \$14,055 in 2020 and 2019, respectively. At December 31, 2020 and 2019, reinsurance recoveries in the amount of \$21,910 and \$25,647, respectively, are included in other receivables.

In 2020 and 2019, TRP reinsurance recoveries credited to operations were \$0 and \$22, respectively. There were no TRP reinsurance recoveries included in other receivables for 2020 and 2019.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

The Company remains obligated for amounts ceded in the event that the reinsurers do not meet their obligations.

NOTE 11 - MEDICAL EXPENSES PAYABLE

The following table provides a reconciliation of the beginning and ending balances of medical expenses payable for 2020 and 2019:

	2020	2019
Balances at January 1	\$ 287,076	\$ 326,410
Claims/capitation expense incurred for:		
Current year	3,093,507	3,102,566
Prior years	<u>(15,606)</u>	<u>(42,241)</u>
	<u>3,077,901</u>	<u>3,060,325</u>
Claims/capitation expense paid for:		
Current year	(2,970,805)	(2,966,078)
Prior years	<u>(91,969)</u>	<u>(133,581)</u>
	<u>(3,062,774)</u>	<u>(3,099,659)</u>
Balances at December 31	<u>\$ 302,203</u>	<u>\$ 287,076</u>

The foregoing reconciliation reflects redundancies in the December 31, 2020 and 2019 medical expenses payable were \$15,606 and \$42,241, respectively. The trends giving rise to these amounts were considered in establishing the liability for medical expenses payable at December 31, 2020 and 2019. The claims/capitation expense incurred is included in hospital, physician and other medical expenses in the accompanying consolidated statements of operations and changes in net assets. The favorable experience in 2020 resulted from favorable development on certain non-IBNR related reserves as well as lower than anticipated claims runout in the Medicare line of business, which was partially offset by higher than anticipated claims runout in the Commercial and Medicaid lines of businesses. The favorable experience in 2019 resulted from lower than anticipated claims runout in the Commercial and Medicare lines of businesses as well as favorable development on certain non-IBNR related reserves offset by unfavorable runout in Medicaid.

Medical Expense Payable is largely composed of IBNR and, therefore, primarily estimated using trend and completion factors. Claim counts are not used in the calculation of the liability, however, outstanding claim inventory is evaluated. It is impracticable to disclose claim frequency information due to claims processing systems limitations and third-party vendor processing of claims. Claim count is not an industry recognized standard for effectively estimating medical claims liabilities. As such, claim count frequency is not included as a disclosure.

The following is information about incurred and cumulative paid medical claims development as of December 31, 2020, net of reinsurance, and the total IBNR liabilities plus expected development on reported claims included within the net incurred claims amounts.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

The reconciliation of the December 31, 2020 medical expense net incurred and paid claims development tables to the health care costs payable liability in our consolidated balance sheet is as follows:

Claim date of service	Incurred claims, net of reinsurance		Cumulative paid claims, net of reinsurance	
	2019	2020	2019	2020
2019	\$ 3,102,566	\$ 3,237,548	\$ 2,966,078	\$ 3,058,047
2020		3,093,507		2,970,805
Total		<u>\$ 6,331,055</u>		<u>\$ 6,028,852</u>
All outstanding medical expense liabilities before 2019			\$	-
Medical expense payable			\$	302,203

At December 31, 2020, total medical expense liabilities for IBNR plus expected development on reported claims totaled approximately \$212,000. Substantially all of the total medical expense liabilities for IBNR plus expected development on reported claims at December 31, 2020 are related to the current year.

NOTE 12 - OPERATING LEASES

The Company occupies office space under operating leases expiring at various times through the year 2031. Certain leases contain renewal options. There are no contingent rental terms. Future minimum rentals at December 31, 2020, are as follows:

Years ending December 31:

2021	\$ 6,305
2022	5,823
2023	4,925
2024	5,065
2025	5,035
Thereafter	23,536
	<u>\$ 50,689</u>

Rent expense for the years ended December 31, 2020 and 2019 was \$6,689 and \$6,779, respectively.

NOTE 13 - EMPLOYEE RETIREMENT PLAN

MVP Service Corp. maintains a 401(k) retirement plan for its employees. MVP Service Corp. covers all employees who meet certain minimum age and length of service requirements. The Company contributes 75% of an eligible participant's contribution to the 401(k) plan up to a stated maximum. 401(k) plan expense was \$7,675 and \$6,719 in 2020 and 2019, respectively.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019

(In thousands of dollars)

Service Corp. has an Execu-Flex Benefit Plan, which is a nonqualified Supplemental Savings Plan ("Savings Plan") for certain members of senior management. The Company's contributions vest over a five-year period. Contributions to the Execu-Flex Benefit Plan were \$117 and \$145 in 2020 and 2019, respectively. The amount held on behalf of the Execu-Flex Plan participants was \$863 and \$1,769 at December 31, 2020 and 2019, respectively. The assets are included in marketable securities, and the liability is included in accounts payable and accrued expenses at December 31, 2020 and 2019.

NOTE 14 - INCOME TAXES

Income tax (expense) benefit for the years ended December 31 is as follows:

	<u>2020</u>	<u>2019</u>
Federal:		
Current	\$ (5,286)	\$ (311)
Deferred	<u>(1,161)</u>	<u>602</u>
Total federal	<u>(6,447)</u>	<u>291</u>
State:		
Current	<u>(27)</u>	<u>(27)</u>
Total state	<u>(27)</u>	<u>(27)</u>
Total income tax (expense)/benefit	<u>\$ (6,474)</u>	<u>\$ 264</u>

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

Deferred taxes arise from temporary differences in the basis of assets and liabilities of the Company for tax and financial reporting purposes. The tax effect of temporary differences that give rise to significant portions of the deferred tax assets (liabilities) at December 31, are as follows:

	2020	2019
Accrued compensation and benefits	\$ 4,006	\$ 2,585
Net operating loss carryforwards	52,709	59,177
Bad debt reserve	99	31
Loss on investment	77	77
Claims liability/indigent care payable	20	20
Interest on 1307 loan	1,219	915
	<u>58,130</u>	<u>62,805</u>
Gross deferred tax assets		
Interest on 1307 loan	(1,631)	(1,225)
Prepaid expenses	(454)	(698)
Other	(824)	(77)
	<u>(2,909)</u>	<u>(2,000)</u>
Gross deferred tax liabilities		
Net deferred tax assets before valuation allowance	55,221	60,805
Valuation allowance	<u>(57,009)</u>	<u>(61,432)</u>
Net deferred tax asset (liability)	<u>\$ (1,788)</u>	<u>\$ (627)</u>

At December 31, 2020, the Company has consolidated tax return net operating loss carryforwards for Federal tax purposes of approximately \$290,738 available to offset future taxable income, which will begin to expire in 2021 if not utilized. The use of approximately \$8,200 of the net operating loss carryforwards is limited due to ownership changes. MVP Health Services Corp files a separate federal tax return and has utilized \$17,449 of net operating loss carryforwards to extinguish MVP Health Services Corp. net operating loss carryforward.

At December 31, 2020, the Company has net operating loss carryforwards for state tax purposes of approximately \$84,112 available to offset future taxable income, which will begin to expire in 2028 if not utilized.

Valuation allowances of \$57,009 and \$61,432 were recorded by the Company at December 31, 2020 and 2019, respectively, as a result of uncertainties related to the realization of its net deferred tax assets. The Company recorded a net decrease of \$4,423 to its total valuation allowance during 2020. The valuation allowance reflects the conclusion of management of the amount of its deferred tax assets that are more likely than not to be realized.

The Company's effective tax rate in 2020 and 2019 differs from the federal statutory tax rate primarily as a result of the tax exempt status on related income of the Parent and the Plan, of nondeductible expenses, the reduction in the corporate tax rate due to the Tax Act, and the maintenance of a valuation allowance.

MVP Health Care, Inc.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 30, 2020 and 2019
(In thousands of dollars)

To account for uncertainty in income taxes, a tax position can be recognized in the consolidated financial statements only when it is more likely than not that the position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. A position that meets this standard is measured at the largest amount of benefit that will more likely than not be realized upon settlement. A liability is established for differences between positions taken in a tax return and amounts recognized in the consolidated financial statements.

The Company's federal and state consolidated, combined, and separate income tax filings are subject to examination by various government taxing jurisdictions.

Below is a table of earliest tax years that remain subject to examination by major jurisdiction:

	<u>Earliest tax year subject (to exemption)</u>
Jurisdictions:	
U.S. Federal	2017
New York State	2017
New Hampshire	2017

All years including and subsequent to the above years also remain open to examination by the taxing authorities. Additionally, the above jurisdictions would be able to examine earlier years to the extent of the net operating losses carried forward from such years.

The unrecognized tax benefits of the Company are not expected to significantly change over the next 12 months.

The Company's policy is to recognize interest and penalties related to income tax matters as a component of pretax income. As of December 31, 2020, and 2019, there were no interest and penalties included as a component of unrecognized tax benefit. There were no interest and penalties in 2020 and 2019 pertaining to uncertain tax positions recognized in the consolidated statements of operations.

NOTE 15 - LITIGATION

The Company is a party to lawsuits and claims arising from the normal conduct of its business. While the ultimate results of lawsuits cannot be predicted with certainty, management does not expect that these matters will have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

Proposal Articles



SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for Naming Rights for what is currently known as the Times Union Center as requested by the Albany County Executive. Going forward the Times Union Center shall be referred to as the Arena in this RFP.**
- 1.2 The Arena began operations in January 1990. Owned by Albany County, Managed by SMG the world's largest private management firm for public assembly facilities, the Arena has an adaptable seating capacity between 6,000 and 17,500. Since January of 1990, more than eighteen million patrons have walked through the turnstiles.**
- 1.3 As a multi-purpose facility, the Arena has hosted a variety of events, including concerts, family shows and sporting events, averaging 145 events each year.**
- 1.4 The Arena is home to the Empire of the National Arena League (Arena Football) the Albany Fire Wolves of the National Lacrosse League and Siena Saints Division I College Basketball. Other sporting events entertaining fans of the Capital Region include the NCAA Division I Men's Basketball Regionals, NCAA Division 1 Men's Wrestling Championship, MAAC Tournament, NYS High School Wrestling Championships, both Men's and Women's NBA preseason Basketball games. Notable concerts include Kenny Chesney, Bruce Springsteen, Simon & Garfunkel, Tim McGraw, Metallica, U2, Frank Sinatra, Andrea Bocelli, Paul McCarthy, Bruno Mars, Garth Brooks, Ed Sheeran and the Rolling Stones.**
- 1.5 .A PRE-PROPOSAL CONFERENCE WILL BE HELD ON *THURSDAY, OCTOBER 14th, 2021, at 10:00 AM*, at the offices of SMG, Albany County Arena, 51 South Pearl Street, Albany, New York. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.**

MVP confirms these requirements.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on *FRIDAY, OCTOBER 29, 2021* at the following address:**

Karen A. Storm

Albany County Purchasing Agent

112 State Street, Room 1000

Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.**
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.**
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.**
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.**
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional Proposals.**
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.**
- 2.8 Proposals will be examined and evaluated by the Albany County Department of Law, the Albany County Department of Management and Budget, and SMG.**
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.**

MVP confirms these requirements. Any deviations, if applicable, are stated within the applicable section.

SECTION 3: QUALIFICATION OF PROPOSER

Please refer to **Section II – Qualifications & Experience.**

SECTION 4: SCOPE OF SERVICES

Please refer to **Section IV – Plan Implementation**

SECTION 5: TERM OF CONTRACT:

Please refer to **Section IV – Plan Implementation**

SECTION 6: REVENUE PROPOSAL:

Please refer to **Section V – Revenue Proposal**

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

- **Title Page** - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.
- **Table of Contents** - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

- **Qualification / Experience** - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.
- **Resumes** - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

- **References** - The References section must include references from similar type projects.

SECTION IV:

- **Plan Implementation** - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

- **Revenue Proposal Section** - The Revenue Proposal Section must include all revenue associated with the proposer's plan to carry out the requested service. Any revenue proposal forms furnished by the County must be included in this section.

SECTION VI:

- **Mandatory Documentation** - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"),

Acknowledgment by Proposer (Attachment “B”), and Vendor Responsibility Questionnaire (Attachment “C”); Iranian Energy Divestment Certification (Attachment “D”).

MVP confirms these requirements. Please refer to **Section I** through **Section VI** of the comprehensive proposal.

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP. 8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department of Law, the Department of Management and Budget and SMG. Proposals shall be evaluated based upon the following:

CRITERIA WEIGHT

Total proposed compensation	50%
Proposer’s demonstrated capabilities, financial solvency	20%
Ability of Proposer to assist in the expansion of the Arena’s revenue base, increase its profile, and make it a more successful enterprise 30%	30%

8.3 Proposals will be examined and evaluated by the Albany County Executive’s Office and the Department of Management and Budget with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

MVP confirms these requirements.

SECTION 9: Not in use

Not Applicable

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

MVP confirms this requirement.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

MVP confirms this requirement.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm

Albany County Purchasing Agent

112 State Street, Room 1000

Albany, NY 12207

Telephone: (518) 447-7140

Facsimile: (518) 447-5588

Email: Karen.storm@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period

of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

MVP confirms this requirement.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

MVP confirms this requirement.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

MVP confirms this requirement.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) Worker's Compensation and Employer's Liability Insurance: A policy or policies

providing protection for Employees in the event of job-related injuries.

(b) Automobile Liability Insurance: A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or

disease, sustained by any person, caused by accident, and arising out of the ownership,

maintenance or use of any automobile for damage because of injury to or destruction of

property, including the loss of use thereof, caused by accident and arising out of the

ownership, maintenance or use of any automobile.

(c) General Liability Insurance: A policy or policies or comprehensive all-risk insurance

with limits of not less than:

- Liability For: Combined Single Limit
- Property Damage \$1,000,000
- Bodily Injury \$1,000,000
- Personal Injury \$1,000,000

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) Albany County and SMG shall be named as an additional insured on all liability, policies. Proposal number must appear on insurance certificate.

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful

Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

As agreed to in Addendum #5, MVP will provide the County with a 30-day advanced written notice if we are considering making a potential change to our insurance policies.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

MVP confirms this requirement.

SECTION 17: Not in use

Not Applicable

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

MVP confirms this requirement.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.**
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.**
- 19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.**
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.**

MVP confirms this requirement.

SECTION 20: Not in use

Not Applicable

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

MVP confirms this requirement.

SECTION 22: Not in use

Not Applicable

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

MVP confirms this requirement.

SECTION 24: NON-APPROPRIATIONS CLAUSE

24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

MVP confirms this requirement.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or**
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.**

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York

State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b). Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

MVP confirms this requirement.

SECTION 26: Not in use

Not Applicable

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15- 003) and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15- 003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").

MVP confirms this requirement. Please refer to **Section VI – Mandatory Documentation** for a signed **"Attachment E."**

Section III – References

Section III References



Reference #1

Client Name: City of Rochester

Contact Name: Justin C. Roj

Contact Title: Director of Communications and Special Events

Address: Rochester City Hall, 30 Church Street, Rochester New York 14614

E-Mail: justin.roj@cityofrochester.gov

Phone Number: 585-428-5990

Reference:

"MVP is a valued partner of the City of Rochester as a sponsor of numerous special events, including Party in the Park, ROC Women's Fest, and the Rochester Public Market. This support has been invaluable in enhancing our public outreach and the overall vibrancy of our community. MVP is also the trusted provider of the city's health insurance to our over 4,000 employees. In this role, MVP protects the well-being of our most valuable asset: our people. Personally, I have found MVP to be a consistent, reliable, and timely partner for our community outreach and education efforts. I am glad to recommend them to Albany County."

Project:

For more than 10 years, MVP has administered insurance benefits to the City of Rochester, which employs thousands of people in several hundred occupations. More than a health insurance carrier, we partner with the City of Rochester in various ways in order to help the City achieve success in promoting its mission.

Recently, we partnered with the City of Rochester to build the first Fitness Court in New York. We established fitness ambassadors who are local fitness business owners to support programming at the Fitness Court year-round and held a press event celebrating the grand opening. The press event included an exclusive preview for the press, and free fitness classes for the community to create an experience for the community. The continued programming held at the Fitness Court continues to provide value for the local fitness ambassadors businesses and the community.

Reference #2

Client Name: University of Vermont Health Network

Contact Name: Diana Scalise

Contact Title: Senior Vice President, High Value Care

Address: 625 State Street, Schenectady, New York 12305

E-Mail Address: Diana.Scalise@UVMHealth.org

Phone Number: 802-324-8411

Reference:

"Like MVP Health Care, we have a shared mission of creating innovative solutions that significantly impact the lives of our patients and the communities we serve. Our two organizations build collaboratively designed, differentiated products and services to deliver an integrated care and payment experience for people. We focus on providing a more seamless patient experience that is more convenient, supportive, and personal. MVP has been an outstanding partner on this journey, and we look forward to our continued partnership."

Project:

In April of 2021, MVP announced an exciting, new partnership with The University of Vermont Health Network (UVMHN) to transform care for Medicare Advantage (MA) consumers. We launched our customer-centric innovation process to study over 1,100 consumers across the entire state of Vermont and Northern New York. Together, we are laying the groundwork for the future of health care by committing to a partnership of collaboration and co-creation of insurance products that are designed to meet the unmet needs of healthcare consumers. The product we designed with UVMHN addresses the top health concerns for healthcare consumers age 65+ when selecting a health insurance plan: diabetes and heart conditions (i.e., chronic heart failure, heart attack, stroke). Our partnership with UVMHN enabled joint problem solving to generate innovative solutions (i.e., diabetes care kits with blue tooth enabled devices) to solve unmet consumer needs. Ultimately, our new relationship with UVMHN is extensive evidence of our ability to form a coalition of great magnitude – focused on customer-centric growth.

Reference #3

Client Name: Ellis Hospital

Contact Name: Paul Milton

Contact Title: President and Chief Executive Officer

Address: 1101 Nott Street, Schenectady, New York 12308

E-Mail Address: MiltonP@ellismedicine.org

Phone Number: 518-243-3333

Reference:

"MVP has been a committed alliance partner to Ellis Medicine for over 15 years. Our shared commitment to ensuring our communities have access to health care and healthy lifestyles has made this partnership a fruitful and valuable one. We are proud to recommend them to Albany County. As a sponsor of numerous special events and campaigns, they strive to elevate each one and work with us to ensure a successful and productive effort. MVP has not just supported our events but is also the trusted provider of the hospital's health insurance to nearly 2,500 employees. They support our programs and services and have been a valuable partner in improving health care for both our employees and for our communities. Always innovating, MVP is certainly more than just a health insurance provider and will be an asset to any organization who seeks their partnership."

Project:

With innovative options, and a focus on health and wellness, MVP has worked hard to deliver tremendous value to Ellis Medicine and their employees since 2006. We recognize how critical administrative flexibility and progressive thinking are for the success of the Ellis Medicine Health plan and overall well-being of their employees.

As a trusted long-time partner, we have worked in collaboration with hospital representatives to design a suite of programs that balance the responsibility of delivering outstanding health care for members while minimizing annual corporate healthcare spend. We help underwrite the operating expenses for the Living Room and provide transportation for outpatient services to the Behavioral Health Center.

As a health insurer, our relationships within the hospital community are of critical importance, and we are able to create options that address our individual clients' needs. To best serve this industry, we have put in place a Hospital Strategy Team. This Team understands hospitals' unique concerns, collaborates on solutions, implements supporting processes, and aligns internal resources to provide the best service of any health insurer.

Reference #4

Client Name: United Concierge Medicine Digital Health

Contact Name: Keith Algozzine

Contact Title: Founder and CEO, UCM Digital Health

Address: 216 River Street, 3rd Floor, Troy, New York 12180

E-Mail Address: kalgozzine@ucmdigitalhealth.com

Reference:

"MVP Health Care and UCM Digital Health first partnered in early 2020 to quickly bring a telehealth platform to market that would give MVP members access to virtual care when and where they needed it most during the COVID-19 pandemic. Since then, the relationship and digital platform, now known as "Gia", has evolved as MVP continues to innovate and invest in improving their member experience. Through their commitment to put the customer first and using evidence-based innovation, they continue to look at what the data says about customers' needs and strive for iterative development to ensure the product that we're partnering on for members continues to meet and exceed the needs they have in managing their health and their health plan. I would highly recommend partnering with MVP Health Care as their commitment to innovation pushes teams to think outside of the box while developing solutions that are backed by data leading to unparalleled success."

Project:

MVP and UCM Digital Health are currently working together on Gia®, a virtual care platform that gives our members access to the care they need, when and where they need it, including:

- 24/7 Emergency Care
- 24/7 Urgent Care
- Mental Health and Psychiatry
- Prescription refills, screenings, lab scripts
- Lactation Consultants
- Nutritionists and Dieticians

Gia is revolutionizing how patients find, access, and interact with their health care. Beyond offering a direct connection to virtual care, Gia provides concierge-like support to facilitate in-person visits with doctors, specialists, pharmacies, labs, and other providers.

You can learn more about Gia at **StartWithGia.com**.

Reference #5

Client Name: Microsoft

Contact Name: Tisha Nguyen

Contact Title: Senior Account Executive for New England, US Healthcare Management

Address: 501 Boylston St, Boston, Massachusetts 02116

E-Mail Address: Tisha.Nguyen@microsoft.com

Phone Number: 617-775-6158

Reference:

"In partnership with Microsoft, MVP Health Care has built a comprehensive, centralized, fully interoperable member-engagement platform with a single view into the heartbeat of every member. MVP needed more effective member engagement across all its practices and the desire to tie its transformation to larger initiatives in healthcare such as a common data language and interoperability across the industry was evident. MVP Health Care's commitment to innovation and to improving the member experience is evident in all that they do, whether they are using advanced digital technologies like AI and machine learning to improve business operations or collaborating with partners to improve patient outcomes."

Project:

MVP discovered the need for a centralized, member-engagement platform, in order to enhance the member experience and better serve our customers. We partnered with Microsoft to create a platform using their world-class Dynamics technology. Dynamics combines Artificial Intelligence tools with a cloud-based customer relationship management (CRM) and enterprise resource planning (ERP) platform – all driven by our personalized approach and deep clinical expertise. The result: better outcomes, smarter use of health care resources and an improved patient experience.

This focus on data-driven service excellence is transforming the way we do business, enabling us to guide our customers through the challenges of the health care system in ways that make them feel supported, whenever they need us.

Section IV – Plan Implementation

RFP SECTION 4: SCOPE OF SERVICES

4.1 Title Sponsorship entitles the sponsor to rename the Arena with a name chosen by the sponsor, with pre-approval by the Albany County Executive. The sponsor will have the non-exclusive right to place its name on existing external and internal signage, including, but not limited to exterior of the facility, exterior marquee, interior scoreboard, directional signage and highway signage.

MVP confirms this requirement.

4.2 The sponsor will commit to provide all materials and replacement signage, including installation as needed to complete the re-titling of the Arena. The cost of changing all exterior and interior signage will be paid for by the naming rights sponsor. All sign placements must be approved by SMG and be in accord with any and all municipal approvals, zoning and building code requirements. No signs may be placed on the roof of the building. The naming rights sponsor shall be responsible for contracting all work relative to the removal of existing signage and the installation of all exterior and interior signage. All contractors and subcontractors performing work at the request of the naming rights sponsor shall be required to provide certificates of insurance in compliance with the insurance requirements set forth in Article 15 herein.

4.2.1 The contractor shall provide all ongoing maintenance and bulb replacement for the sign that is located on the exterior of the atrium on South Pearl Street, and the atrium sign that is on the Northwest corner facing the Empire State Plaza. All other signs in the facility, once installed, are the responsibility of the Arena.

4.2.2 The dimensions for some of the largest signs are as follows, additional signage requirements are listed in Attachment "D":

- **Front Atrium Sign (Pearl Street Entrance)**
- **Rear of Building (Facing Empire State Plaza) 58+ feet long**
- **"Times Union Empire State Plaza Parking" is 96"w x 36"h**

4.2.3 It will be the responsibility of the naming rights sponsor to work with, and compensate, the New York State Department of Transportation to change the signs on all New York State highways. The County of Albany makes no representations concerning the requirements of such work.

Section IV Plan Implementation

MVP confirms this requirement.

4.3 The County will provide the naming rights sponsor the right to use certain other VIP areas on mutually agreed upon events/times.

MVP confirms this requirement.

4.4 Sponsor's name shall appear on all printed materials (letterhead, fax documents, business cards, brochures, etc.), press releases, radio and television advertising, all billboard advertising, and computer printed event tickets. The cost for artwork, production, and installation costs of the sign faces shall be the responsibility of the awarded Proposer. Additional partnership benefits can be found in Attachment "F", Naming Rights Partnership Program, presented by SMG.

MVP confirms this requirement.

4.5 The Proposal shall include compensation in a minimum annual sum of \$300,000.00 for the naming rights and benefits as described herein.

MVP is proposing a compensation above the minimum annual sum requested. Please refer to the "Cost Proposal Form" in **Section V – Revenue Proposal** for details.

4.6 Proposers are encouraged to offer and shall describe additional promotional advertising opportunities that may include additional revenue or marketing benefits, which support Arena attendance or Arena attendees.

Our proposal includes the addition of an **annual Innovation Fund in the amount of \$1.4 million** to support initiatives and programs deemed critical by Albany County. We welcome the opportunity to work collaboratively with the County to determine additional revenue generation opportunities for the MVP Arena and have outlined some potential promotional opportunities we can consider together.

Transform the MVP Arena Atrium into a Community Space

When the Arena isn't being used to host top-notch entertainment and sporting events, the atrium will be transformed into a gathering space for the community. Together, MVP and Albany County will leverage this space to host Farmers Markets, Block Parties, and community-centric events. An art installation will draw people into the Arena, driving traffic even when the space isn't being used in an official capacity. The space could serve as a refuge for local non-profit and community organizations

Section IV Plan Implementation

to host meaningful community programs centered around health and wellness, literacy, and advocacy.

MVP Arena Shuttle

To further support Albany County hosted events at the Arena, MVP can create a transportation services initiative. The MVP Arena Shuttle will improve accessibility for seniors, and other attendees, and increase Arena attendance and revenue.

Youth Clinics

MVP has successfully partnered with professional athletes and community organizations to deliver impactful youth clinics for community members throughout our footprint. Opening the Arena to host youth clinics will increase access to meaningful programs, expand revenue opportunities, and promote health and wellness.

Community Ambassadors to Increase Event Attendance

As part of our partnership with Proctors Theatre, we deployed a team of Community Ambassadors with the goal of increasing attendance at performances. These ambassadors are out in the community promoting upcoming events, as well as being present on the night of the show to safely escort ticketholders who otherwise might not patronize the theatre due to safety concerns.

4.7 Proposers shall address their marketing and public relations program to promote the new facility name locally, regionally, and nationally.

MVP has vast experience marketing products and promoting partnerships by leveraging various multimedia assets. We have access to a wide variety of marketing assets including digital outdoor boards, print media, print and digital advertising, press, paid and organic social media, and public relations.

We have a long-standing relationship with our strategic marketing agency partner, Media Logic, who will be engaged in the development of our marketing strategy for the promotion of the MVP Arena. Media Logic is the partner of choice for leading regional, national, and global organizations. We will leverage their significant expertise to deliver a full range of solutions for establishing the new MVP Arena brand.

In addition to Media Logic, we work with Raffetto Herman Strategic Communications (RH), a nationally recognized public relations firm. RH will work with us to design a public relations campaign that prioritizes strategy, creativity, and efficiency to achieve mutually beneficial objectives. MVP's strong media connections

Section IV Plan Implementation

will be fully leveraged to support the MVP Arena's public relations objectives locally, regionally, and nationally.

Potential Public Relations Strategies to Launch the MVP Arena

- Host a media-friendly event for community influencers, policymakers, and business leaders that promotes the new brand
- Announce a new strategic plan from MVP and Albany County to improve the health and well-being of the community
- Unveil new health-focused initiatives inside and around the Arena that create value for ticketholders
- Introduce behind the scenes social media channel or content that offers an exclusive look at evolution of the new Arena, as well as pre and post event experiences
- All marketing and public relations activities and strategies will be promoted through paid and organic social media campaigns
- Partner with social media influencers to promote Arena and generate regional buzz

Potential Post-Launch Public Relations Opportunities to Elevate the MVP Arena

- Build themed pre-event block parties to drive traffic to the MVP Arena and engage the local community
- Establish a Community Ambassador program modeled after the successful partnership built with Proctors and the City of Schenectady to enhance the sense of security felt by ticketholders and drive more business to local establishment pre and post show
- Partner with the Downtown Improvement District to sponsor programs that drive individuals to local restaurants before and after events

4.8 Proposers shall state their objectives and strategy to introduce, build and increase awareness of the facility's new name.

MVP has partnered with hundreds of organizations to benefit the communities we serve and we and look forward to introducing and elevating awareness of the MVP Arena.

In partnership with Albany County, MVP will establish a two-fold approach to raise awareness of the MVP Arena name and brand, while celebrating the local community and elevating attendee experience.

Section IV Plan Implementation

Our strategy entails partnering with local organizations to develop creative, high-impact, and complementary assets and activities. MVP has an experienced team of professionals who are dedicated to field marketing, community events, and building local sponsorships with a record of great success.

For example, in 2019, MVP teamed with LEGO to bring their 16-day Americana Roadshow to Albany, drawing more than 30,000 community members to the interactive exhibit. It was the tour's highest-attended stop, due in large part to our integrated efforts with LEGO and out-of-the-box approach that crafted a unique experience, built in digital and social extensions, and allowed for cross-promotion and meaningful community tie-ins.

MVP commits a strategic and innovative approach to Albany County and the MVP Arena. Some possible activities to introduce the new name and elevate awareness of the MVP Arena include:

- An MVP-sponsored grand opening event solely dedicated to unveiling the facility's new name, with a noteworthy headliner and a custom experience at all touchpoints, from commemorative tickets to promotional items, social media competitions, and more.
- A post-ribbon cutting community block party that collects food for community members in need, offers fare that highlights local restaurants, local music, and fun family activities.
- VIP behind-the-scenes tours of MVP Arena that highlight its latest updates and generate excitement and positive word-of-mouth recommendations for upcoming events.

4.9 Proposers shall describe their strategy to ensure a complete and integrated use of the new Arena name on the established date.

MVP can complete the naming and branding of the new MVP Arena name by the County's established date.

If awarded this opportunity, we will work collaboratively with Albany County to determine a launch date that meets the needs and schedule of the County and any associated agencies.

As aforementioned, **MVP will dedicate one, full-time employee** to the implementation of the naming of the MVP Arena, as well as ongoing support for marketing, promotion, and community goodwill programming activities.

Our teams are actively working to coordinate immediate next steps to be prepared to execute an integrated approach to branding the new Arena.

Section IV Plan Implementation

Pre-Designation Activities

- Evaluate sign vendors
- Evaluate permit needs for signs
- Establish points of contact for approvals
- Team to begin brainstorming and vetting Arena names for consideration

Below is a proposed post-designation implementation plan which can be adjusted per continued conversations with Albany County:

Planning and Development (Weeks 1-2)

- Meet with County and other applicable local or state government agencies to schedule signage implementation
- Survey entire Arena site and evaluate permit needs
- Confirm new Arena name with County committee
- Development and approval of designed elements (e.g., logo, signage, digital displays, staff wearables, printed office materials)

Implement Signage (Weeks 3-8)

- Order signage and other materials (Note: five-week vendor delivery timeframe)
- Remove previous signage and replace with new materials, starting with largest and most visible signs

Final Site Survey (Week 9)

4.10 Proposers shall describe any programs that they believe will create excitement, enthusiasm and promote goodwill by reaching out to the local and regional community.

Together, MVP and Albany County are well positioned to deliver on both organizations' missions to have a positive impact on those living and working within the County and the greater Capital Region. Our commitment to community service and community investment are cornerstones of the MVP organization. When MVP partners with Albany County on launching the MVP Arena, our commitment to community support and goodwill programs will remain steadfast.

Section IV Plan Implementation

NEW Albany County Day of Volunteerism

As the County's Arena partner, MVP proposes a new day of volunteerism and giving back in Albany County. An Albany County Day of Volunteerism fully leverages the talents and commitment of our employees to positively impact the County many reside in.

At MVP, volunteerism is a top priority and essential component of our organizational culture. Each year, MVP encourages all employees to participate in meaningful volunteerism in the community through volunteer work, nonprofit board participation, employee-driven community service, or other civic/community committee participation. MVP recently solidified volunteerism as a formal MVP business objective and has seen employees contribute more than 9,000 hours per year to meaningful community service. MVP even allots each employee a day off to volunteer to demonstrate the company's commitment.

We propose a significant in-kind donation of MVP employee hands-on support and volunteerism to help accomplish the programs and interests Albany County deems important, including readying Lawson's Lake into a retreat destination for women and children who have been victims of domestic violence.

Albany County Fitness Courts

Recently, MVP announced a statewide partnership with the National Fitness Campaign to build and activate 15 Fitness Courts throughout New York and Vermont by the end of 2022. This venture builds upon the success of MVP's first Fitness Court built in partnership with the City of Rochester. The Fitness Court in Rochester has become a pillar of our commitment to the community, exemplifying MVP's ability to execute on our mission to create healthier communities in partnership with key municipalities.

Likewise, Albany County has made significant investments in creating space to access well-being opportunities for their residents, including the development of the Helderberg-Hudson Rail Trail. MVP and Albany County can further impact the health and well-being of County residents through the MVP Arena partnership by adding Fitness Courts along the Rail Trail.

RFP SECTION 6: TERM OF CONTRACT

5.1 The contract period shall be for five (5) years beginning January 1, 2022.

MVP confirms the understanding of this requirement.

5.2 At the end of the initial five-year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two additional five (5) year terms, in two (2) consecutive five-year intervals.

MVP confirms the understanding of this requirement.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

MVP confirms the understanding of this requirement.

Section V – Cost Proposal

Section V Revenue Proposal



THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.

THIS INFORMATION IS CONSIDERED PROPRIETARY AND CONFIDENTIAL MVP requests that this response and all of the information contained herein be afforded confidential treatment and be excepted from disclosure to the extent available pursuant to NY Public Officers Law S. 87(2).

COUNTY OF ALBANY PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NAMING RIGHTS OF THE ALBANY COUNTY ARENA

RFP Number: 2021-071

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

- 1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.**

MVP confirms the understanding of this requirement.

- 2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.**

MVP confirms the understanding of these requirements and complies with the requested conditions stated unless superseded in subsequent Addenda released

Section V Revenue Proposal

by the County in relation to this RFP, in which case we will comply with those conditions.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

a. Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

<u>Date</u>	<u>Number</u>
October 14, 2021	1
October 14, 2021	2
October 20, 2021	3
October 21, 2021	4
October 22, 2021	5
October 29, 2021	6

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

MVP confirms the understanding of this requirement.

b. Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

MVP confirms the understanding of this requirement.

c. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

MVP confirms the understanding of this requirement.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

Confirmed—please refer to the **Cost Proposal Form** below.

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

MVP confirms the understanding of this requirement.

6. The following documents are attached to and made a condition of this Proposal:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

MVP confirms the understanding of this requirement. Please refer to **Section VI – Mandatory Documentation** for all documents listed above.

7. Communication concerning this Proposal shall be addressed to:

Stacey Barss, Leader Field Marketing

625 State Street

Schenectady, New York 12305

Phone: _____
518-386-7814

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

MVP confirms the understanding of this requirement.

THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.

THIS INFORMATION IS CONSIDERED PROPRIETARY AND CONFIDENTIAL MVP requests that this response and all of the information contained herein be afforded confidential treatment and be excepted from disclosure to the extent available pursuant to NY Public Officers Law S. 87(2).

COUNTY OF ALBANY COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NAMING RIGHTS OF THE ALBANY COUNTY ARENA

RFP Number: 2021-071

6.1 Submit a revenue proposal for the naming rights, a minimum annual sum of \$300,000.00 is required.

MVP is committing \$600,000 per year for the initial five (5) year term of the contract for the naming rights of the Albany County Arena.

6.2 If proposing additional cash or marketing activities detail the structure of how those benefits would be allocated to the County.

MVP commits an additional \$1,400,000 per year for the initial five (5) year term of the contract for an Innovation Fund to support programs deemed critically important to Albany County.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

To further promote attendance at the Arena and identify additional revenue generation opportunities, MVP will provide the County with access to our consumer-centric data analysis. Typically, this is an investment of up to \$300,000. This will enable Albany County to effectively direct the annual \$1,400,000 Innovation Fund (noted in 6.2 above).

Section V Revenue Proposal

COMPANY: MVP Health Care, Inc.

ADDRESS: 625 State Street

CITY, STATE, ZIP: Schenectady, New York 12305

TEL. NO.: 518-370-4793

FAX NO.: 518-370-0830

FEDERAL TAX ID NO.: 16-1318351

REPRESENTATIVE: Karla Austen

E-MAIL: kausten@mvphealthcare.com

TITLE: Chief Financial Officer

SIGNATURE: 

DATE: 10/28/2021

Section VI – Mandatory Documentation

ATTACHMENT "A"

NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

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

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

A bid shall not be considered for award, nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

- B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive

Section VI Mandatory Documentation

bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Karla Austen, Chief Financial Officer

Title

MVP Health Care, Inc.

Company Name

10/28/2021

Date

ATTACHMENT "B"

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)

COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)

COUNTY OF Schenectady) SS.:

TRISTA M LAMPKIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA6238958
Qualified in Montgomery County
Commission Expires April 11, 2023

On this _____ day of October, 2021, before me personally appeared Karla Austen to me known, who, being by me sworn, did say that she resides at (give address) 625 State Street, Schenectady, NY 12305; that she is the (give title) Chief Financial Officer of the (name of corporation) MVP Health Care, Inc., the corporation described in and which executed the above instrument; that she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that she signed his name thereto by like order.

Notary Public, State of New York

Qualified in Montgomery

Commission Expires April 11, 2023

Section VI Mandatory Documentation

If Partnership:

STATE OF _____)

COUNTY OF _____) **SS.:**

On the _____ day of _____, 20____, before me personally
came _____, to me known to be the individual who
executed the foregoing, and who, being duly sworn, did depose and say that he / she is
a partner of the firm of _____ and that he / she has the authority to sign the same, and
acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <p style="text-align: center;">MVP Health Care, Inc.</p>		3. IDENTIFICATION NUMBERS a) FEIN # 16-1318351 b) DUNS # N/A	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: MVP		5. WEBSITE ADDRESS (if applicable) <p style="text-align: center;">www.mvphealthcare.com</p>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 625 State Street, Schenectady, New York 12305		7. TELEPHONE NUMBER (518) 370-4793	8. FAX NUMBER (518) 370-0830
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE Name: Kelly Smith Title: Chief of Sales Telephone Number: (518) 386-7431 Fax Number: (518) 370-0830 e-mail: ksmith@mvphealthcare.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. *Since MVP is a Corporation, below is a list of the Officers.			
a) NAME: Christopher Del Vecchio	TITLE: President & CEO	b) NAME: Karla Austen	TITLE: Treasurer
c) NAME: Monice Barbero	TITLE: Secretary	d) NAME	TITLE

Section VI Mandatory Documentation

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

- | | |
|--|---|
| 14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
|
 | |
| 15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| a) An elected or appointed public official or officer?
<i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| b) An officer of any political party organization in Albany County, whether paid or unpaid?
<i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

Section VI Mandatory Documentation

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: Yes ☒ No
- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;
2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.
- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state, or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:
1. federal, state, or local health laws, rules, or regulations.

Section VI Mandatory Documentation

17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	Yes	<input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p style="margin-left: 20px;">a) file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</p> <p style="margin-left: 20px;">b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</p> <p style="margin-left: 20px;">c) Property Tax Indicate the years the vendor failed to file.</p>	Yes	<input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address, and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	Yes	<input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?</p> <p>Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	Yes	<input checked="" type="checkbox"/> No
21.	<p>IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :</p> <p style="margin-left: 20px;">a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</p>	Yes	<input checked="" type="checkbox"/> No

Section VI Mandatory Documentation

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #16-1318351

State of: New York)
) ss:
County of: Schenectady)

TRISTA M LAMPKIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA6238958
Qualified in Montgomery County County
Commission Expires April 11, 2023

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45 and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.


Section VI Mandatory Documentation

MVP Health Care, Inc.
625 State Street
Schenectady, NY 12305

Signature of Owner: 
Printed Name of Signatory: Karla Austen
Title: Chief Financial Officer

Sworn before me this 28th day of October, 2021;


Notary Public

Tista Lampkin
Printed Name

Signature
10/28/2021
Date

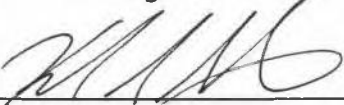
Attachment "D"

**Certification Pursuant to Section 103-g of the New York State
General Municipal Law**

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Chief Financial Officer

Title

10/28/2021 MVP Health Care, Inc.

Date Company Name

Attachment "E"**Sheet MS4-1: Bidder/Proposer Certification Statement
(to be used with Section 34 Part A – General Contracts)**

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate, or lessen my own liability.

Name of Third-Party Entity: MVP Health Care, Inc.

Address: 625 State Street, Schenectady, New York 12305

Phone Number(s): 518-370-4793

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Naming Rights Sponsor of the Albany County Arena

Description of where the work is to be performed within Albany County facilities:

Albany County Arena, 51 S Pearl St, Albany, NY 12207



Signature

Chief Financial Officer

Title

Karla Austen

Printed Name

10/28/2021

Date