

Request for Proposals

Utica City School District

request

for

WORKERS' COMPENSATION CLAIMS ADMINISTRATION PROPOSALS

February 6, 2024

REQUEST FOR PROPOSALS

CLAIMS ADMINISTRATION FOR WORKERS' COMPENSATION SELF-INSURANCE PLAN

The Utica City School District is requesting proposals from New York State licensed Third Party Administrators to provide administration services on its Workers' Compensation Claims. The contract for these services will be awarded for a three-year period, with optional 4th and 5th years if approved by both parties in writing, commencing July 1, 2024. Proposals should be submitted to:

Utica City School District
Attention: Dr. Kathleen Davis, Acting Superintendent
929 York Street
Utica, NY 13502

All proposals must be received no later than 2 pm on March 5, 2024. Proposers should submit one original with 8 copies as well as an electronic version of the proposal to kdavis@uticaschools.org.

In addition to required RFP responses all proposals should include a cost proposal sheet, a completed exclusion page attached hereto as "**Attachment B**" setting forth any proposed exclusion to the contract attached hereto as "**Attachment A**", sample of loss runs, payment registers and other reports that may be available to the Utica City School District, as well as a detailed transition plan (if applicable). Additional data can be submitted at discretion of proposers.

Finalists may be required to make formal presentations to the School District on **March 15, 2024**.

TENTATIVE TIMELINE:

RFP issue date:	February 6, 2024
All questions due:	February 20, 2024 at 2:00 PM;
RFP Proposals Due:	March 5, 2024 by 2:00 PM
Interviews:	March 15, 2024 (location via video conference)
Decision:	March 26, 2024

AGREEMENT

The selected Proposer will be required to agree to and sign the Contract annexed hereto as **Attachment "A"**, subject to any exclusions submitted with the successful proposer's

proposal as **Attachment “B”** if such exclusions are accepted by the Utica City School District in writing.

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Proposer’s proposal shall be attached and included by reference in the Contract signed by the Utica City School District and the successful Proposer.

The Utica City School District retains the option of canceling the award if the successful Proposer fails to accept such obligations.

POINT OF CONTACT

Utica City School District shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those perspective proposers who obtain RFP documents from the Utica City School District will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals are to be submitted in writing by February 20, 2024 at 2:00 PM. **Verbal questions will not be entertained.** Questions may be submitted **via email**. Any substantive requests for information that are received and responded to by the Utica City School District will be provided to perspective proposers in the form of an addendum.

All questions concerning this proposal shall be sent to:

Dr. Kathleen Davis, Acting Superintendent
Email: kdavis@uticaschools.org

PROPOSAL COSTS

All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The Utica City School District shall not be responsible for any such costs.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by Utica City School District at the above address prior to the date and time set for receipt of proposals.

RIGHT TO REJECT PROPOSALS

This RFP does not commit the Utica City School District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Utica City School District intends to award a contract on the

basis of the best interest and advantage to the Utica City School District, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the Utica City School District. The Utica City School District may select as the successful proposal that proposal which, in the Utica City School District's sole discretion and with whatever modifications the Utica City School District and the Proposer may mutually agree upon, best meets the Utica City School District's requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Utica City School District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

RIGHT TO NEGOTIATE WITH PROPOSERS:

The Board reserves the right to negotiate with all Proposers and to enter into a contract for services with the Proposer on terms and conditions that are in the Utica City School District's best interests.

NEGOTIATED CHANGES:

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

CRITERIA FOR EVALUATING PROPOSALS:

The Utica City School District will receive all proposals and evaluate them, using the criteria listed below.

Those firms considered to be most qualified may be invited for an interview on March 15, 2024. Any firm(s) selected for an interview should prepare a brief presentation based on the information requested in this RFP and be prepared to answer any question the School District might have.

The Utica City School District reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

- Qualifications and experience of the Firm and other key personnel.
- Utica City School District's evaluation of the Candidate/Firm's record of performance on similar projects
- Knowledge of and experience with N.Y.S. Workers' Compensation and Education Department procedures and other state and federal laws affecting the operations of public school districts/BOCES.
- Recommendations from other school districts/BOCES/consortiums.

- Extent of services offered, and depth and extent of overall resources that can be put to use by the Utica City School District.
- Competitiveness of Candidate's/Firm's Fees.
- How well the firm's representatives presented themselves to the District's officials.
- Communication Techniques.

The Utica City School District reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The Utica City School District intends to select the firm(s) that, in its opinion, best meets the Utica City School District's needs.

ATTACHMENTS

Attachment "A" – Agreement for Third Party Administrator Services

Attachment "B" – Proposer's Exclusions Page (Proposer's must return executed copy with proposal)

Attachment "C" – Iran Divestment Act Certification (Proposer's must return executed copy with proposal)

Attachment "D" – Non-Collusive Bidding Certification (Proposer's must return executed copy with proposal)

PLAN ORGANIZATION

Contracting Party: Utica City School District

Current Claims Administration: CorVel Enterprise Comp Services

PLAN HISTORY

1. Losses as of close of January 1, 2024: [All Claims]

- a) Indemnity \$21,625,627
- b) Medical \$8,965,130
- c) LAE \$2,961,490
- d) Total Incurred of Claims \$33,552,247 [Gross]
- e) Total of Open 93
- f) Total Open Indemnity 88
- g) Total Open Medical 5
- h) Total Incident/Report Only 547
- i) Total of Closed 1,346

2. Open Case Reserves as of January 1, 2024 is \$4,048,760

(Note: Years not represented below are to be interpreted as 100% inventory closed]

1990 [Injury or Calendar Year]

- 3 Closed

- 3 Closed Indemnity
- 0 Closed Medical Only
- 3 Open
- 3 Open Indemnity
- 0 Open Medical Only
- \$1,030,386 Gross Incurred [All Claims]

1991 [Injury or Calendar Year]

- 2 Closed
- 2 Closed Indemnity
- 0 Closed Medical Only
- 1 Open
- 1 Open Indemnity
- 0 Open Medical Only
- \$528,739 Gross Incurred [All Claims]

1993 [Injury or Calendar Year]

- 6 Closed
- 5 Closed Indemnity
- 1 Closed Medical Only
- 2 Open
- 2 Open Indemnity
- 0 Open Medical Only
- \$2,112,273 Gross Incurred [All Claims]

1994 [Injury or Calendar Year]

- 3 Closed
- 2 Closed Indemnity
- 1 Closed Medical Only
- 2 Open
- 2 Open Indemnity
- 0 Open Medical Only
- \$736,83 Gross Incurred [All Claims]

1995 [Injury or Calendar Year]

- 6 Closed
- 4 Closed Indemnity
- 2 Closed Medical Only
- 2 Open
- 2 Open Indemnity
- 0 Open Medical Only
- \$720,450 Gross Incurred [All Claims]

1996 [Injury or Calendar Year]

- 1 Closed
- 1 Closed Indemnity

- 0 Closed Medical Only
- 2 Open
- 2 Open Indemnity
- 0 Open Medical Only
- \$1,372,628 Gross Incurred [All Claims]

1997 [Injury or Calendar Year]

- 4 Closed
- 3 Closed Indemnity
- 1 Closed Medical Only
- 3 Open
- 3 Open Indemnity
- 0 Open Medical Only
- \$1,091,422 Gross Incurred [All Claims]

1999 [Injury or Calendar Year]

- 7 Closed
- 4 Closed Indemnity
- 3 Closed Medical Only
- 1 Open
- 1 Open Indemnity
- 0 Open Medical Only
- \$824,483 Gross Incurred [All Claims]

2000 [Injury or Calendar Year]

- 8 Closed
- 6 Closed Indemnity
- 2 Closed Medical Only
- 1 Open
- 1 Open Indemnity
- 0 Open Medical Only
- \$455,689 Gross Incurred [All Claims]

2003 [Injury or Calendar Year]

- 17 Closed
- 11 Closed Indemnity
- 6 Closed Medical Only
- 1 Open
- 1 Open Indemnity
- 0 Open Medical Only
- \$1,004,535 Gross Incurred [All Claims]

2004 [Injury or Calendar Year]

- 24 Closed
- 12 Closed Indemnity
- 12 Closed Medical Only

- 3 Open
- 3 Open Indemnity
- 0 Open Medical Only
- \$923,052 Gross Incurred [All Claims]

2005 [Injury or Calendar Year]

- 51 Closed
- 17 Closed Indemnity
- 34 Closed Medical Only
- 2 Open
- 2 Open Indemnity
- 0 Open Medical Only
- \$1,825,679 Gross Incurred [All Claims]

2006 [Injury or Calendar Year]

- 86 Closed
- 21 Closed Indemnity
- 65 Closed Medical Only
- 2 Open
- 2 Open Indemnity
- 0 Open Medical Only
- \$981,598 Gross Incurred [All Claims]

2007 [Injury or Calendar Year]

- 86 Closed
- 30 Closed Indemnity
- 56 Closed Medical Only
- 1 Open
- 1 Open Indemnity
- 0 Open Medical Only
- \$826,545 Gross Incurred [All Claims]

2008 [Injury or Calendar Year]

- 66 Closed
- 23 Closed Indemnity
- 43 Closed Medical Only
- 2 Open
- 2 Open Indemnity
- 0 Open Medical Only
- \$1,418,683 Gross Incurred [All Claims]

2009 [Injury or Calendar Year]

- 74 Closed
- 19 Closed Indemnity
- 55 Closed Medical Only
- 2 Open

- 2 Open Indemnity
- 0 Open Medical Only
- \$1,592,224 Gross Incurred [All Claims]

2010 [Injury or Calendar Year]

- 81 Closed
- 20 Closed Indemnity
- 61 Closed Medical Only
- 4 Open
- 4 Open Indemnity
- 0 Open Medical Only
- \$1,960,7667 Gross Incurred [All Claims]

2011 [Injury or Calendar Year]

- 91 Closed
- 28 Closed Indemnity
- 63 Closed Medical Only
- 2 Open
- 2 Open Indemnity
- 0 Open Medical Only
- \$1,396,867 Gross Incurred [All Claims]

2012 [Injury or Calendar Year]

- 78 Closed
- 20 Closed Indemnity
- 58 Closed Medical Only
- 3 Open
- 3 Open Indemnity
- 0 Open Medical Only
- \$878,363 Gross Incurred [All Claims]

2013 [Injury or Calendar Year]

- 74 Closed
- 29 Closed Indemnity
- 45 Closed Medical Only
- 1 Open
- 1 Open Indemnity
- 0 Open Medical Only
- \$980,619 Gross Incurred [All Claims]

2014 [Injury or Calendar Year]

- 75 Closed
- 24 Closed Indemnity
- 51 Closed Medical Only
- 4 Open
- 4 Open Indemnity

- 0 Open Medical Only
- \$ 1,360,021 Gross Incurred [All Claims]

2015 [Injury or Calendar Year]

- 76 Closed
- 25 Closed Indemnity
- 50 Closed Medical Only
- 1 Open
- 1 Open Indemnity
- 0 Open Medical Only
- \$1,258,355 Gross Incurred [All Claims]

2016 [Injury or Calendar Year]

- 71 Closed
- 20 Closed Indemnity
- 51 Closed Medical Only
- 4 Open
- 4 Open Indemnity
- 0 Open Medical Only
- \$ 1,272,966 Gross Incurred [All Claims]

2017 [Injury or Calendar Year]

- 70 Closed
- 23 Closed Indemnity
- 47 Closed Medical Only
- 3 Open
- 3 Open Indemnity
- 0 Open Medical Only
- \$ 597,590 Gross Incurred [All Claims]

2018 [Injury or Calendar Year]

- 56 Closed
- 21 Closed Indemnity
- 35 Closed Medical Only
- 3 Open
- 3 Open Indemnity
- 0 Open Medical Only
- \$ 1,030,330 Gross Incurred [All Claims]

2019 [Injury or Calendar Year]

- 60 Closed
- 14 Closed Indemnity
- 46 Closed Medical Only
- 6 Open
- 5 Open Indemnity
- 1 Open Medical Only

- \$ 1,661,036 Gross Incurred [All Claims]

2020 [Injury or Calendar Year]

- 19 Closed
- 5 Closed Indemnity
- 14 Closed Medical Only
- 3 Open
- 3 Open Indemnity
- 0 Open Medical Only
- \$ 740,210 Gross Incurred [All Claims]

2021 [Injury or Calendar Year]

- 40 Closed
- 8 Closed Indemnity
- 32 Closed Medical Only
- 4 Open
- 4 Open Indemnity
- 0 Open Medical Only
- \$ 610,077 Gross Incurred [All Claims]

2022 [Injury or Calendar Year]

- 38 Closed
- 10 Closed Indemnity
- 38 Closed Medical Only
- 11 Open
- 11 Open Indemnity
- 0 Open Medical Only
- \$ 831,509 Gross Incurred [All Claims]

2023 [Injury or Calendar Year]

- 47 Closed
- 6 Closed Indemnity
- 41 Closed Medical Only
- 14 Open
- 10 Open Indemnity
- 4 Open Medical Only
- \$ 271,321 Gross Incurred [All Claims]

3. There are 19 Open and 15 Closed claims between injury years noted above in excess of \$100,000 [gross] incurred.

4. The number of bills reviewed on average per year for the last 5 years is 1,760.

5. The number of prescriptions on average per year for the last 5 years is 414.

A. Please Address Each of Following Points in your Proposal:**BASIC SERVICES REQUIRED - Please define your process**

1. Establish a file with respect to each claim.
2. Investigate all claims and recommend the amount of loss reserve to be established with respect to each claim.
3. Provide each claim file with electronic chronological documentation of all action taken with respect to the underlying claim.
4. Describe both initial and ongoing reserving practices/philosophy.
5. Furnish all claim forms necessary for proper claims administration.
6. Adjust, settle or resist all claims within the discretionary settlement authority limit as agreed upon by the Administrator and Client.
7. Adjust, settle or resist all claims in excess of the Authority Limit with the expressed prior approval of Client.
8. Supervise all litigation, or other proceedings involving any claim, and, where permitted, attend or arrange for legal representation at any judicial or administrative hearing involving any claim.
9. In the event the client has paper files, the TPA will maintain files for each claim in accordance with legal requirements or arrange with client other suitable options.
10. Monitor all treatment programs recommended to a claimant by any care provider.
11. Provide electronic loss reports on a minimum of a quarterly basis to the Client (up to 5 copies) in accordance with sample reports supplied with the proposal (all available reports for basic administration fees to be provided). Reports must include summaries by year by Participant, Large Loss Reports for all claims greater than \$100,000, and summary for the Client by year. All must show incurred and paid data as well as breakdown by indemnity/medical/expense and totals for all years. The number of claims by year must also be clearly indicated.
12. To arrange for and pursue any Subrogation and Recovery as necessary. This includes application to Special Funds where available.

13. Aggressively pursue fraudulent claims.
14. Notification to the Excess Carrier of all Workers Compensation cases identified as having excess potential, subsequent reports as well as securing recoveries once retention has been pierced.
15. HCRA – NYS Surcharge reporting.
16. Supervisor oversight of all open claims.

B. LOSS ADJUSTMENT EXPENSES–Please define your process

1. Independent Medical Examination including possible transportation.
2. Assignment of defense counsel and legal processes.
3. Assignment of Private Investigators.
4. Medical and Vocational Rehabilitation, specify source of service.
5. Medical cost containment services, e.g. utilization review, pre-admission authorization, hospital bill audit, provider bill audit, PPO/MCO, pharmacy services and medical case management or rehabilitation expenses incurred at the request of the Client. Specify source of service.
6. Special claim investigation and travel expense incurred at the request of the client. Any similar service related to the investigation and defense of a claim, or the protection of and collection of the subrogation rights of Client, for which Client shall have given prior approval.
7. Describe the process of determining what type of professionals and or vendors are utilized by your organization. If the Client chooses to, can the Client be involved in the process of vendor selection for their program?

C. LOSS CONTROL SERVICES–Fully describe the nature of any loss control services that are offered and applicable (fees, if any, to be defined in cost proposal)

1. Define basic services available and list any fees in cost proposal.
2. The fees provided in the proposal are for consideration only.

3. Provide staff development regarding Loss Control by holding regional safety committee meetings as requested by the Client. (no onsite inspections needed)

D. OTHER SERVICES (fees, if any, to be defined in cost proposal)

1. Onsite visits at inception and as needed during term of contract
2. Quarterly file reviews-at a minimum
3. Attendance at all meetings upon request
4. Section 111 reporting to CMS
5. Index Bureau Reporting

E. PROGRAM TAKEOVER AND TRANSITION (fees, if any, to be defined in cost proposal)

1. Summarize the process and procedures to transition to your administration of the program.
2. Please provide detailed Implementation Timeline document.
3. Will there be one point of contact for the transition and will weekly calls be part of the transition?
4. Define who will possess ownership of any paper files during the term contract.

F. FUNDING/BANKING

1. Bank account to be opened by TPA (in their name) for issuance of checks only for Client
2. Checks are to be issued by the TPA.
3. Define your funding process.
4. Describe your reconciliation process and will monthly reconciliation be provided?
5. Describe your escheatment process.

6. If a fine or penalty assessment is incurred from the Workers' Compensation Board due to the Administrator's fault, the Administrator will be responsible for the payment. Define this process.

G. Claim Audit

1. Define your Internal Audit process, if any, and who conducts them?
2. By submitting a proposal, the submitter agrees to a claim audit to be conducted by an independent firm at the discretion of the Client. Is remote access available?

H. RISK MANAGEMENT SYSTEM (RMIS)

1. Describe the claim software utilized by your company to administer claims.
2. Confirm that online access will be provided to the Client.
3. The number of users allowed for the Clients.
4. Provide detail on what data is available in reportable form.
5. Describe reports available to the Client as well as the format in which reports are available (PDF, Excel, etc.).
6. Is your claim system able to identify any potential claim issues or trends? If so, how would this information be communicated to the Client?
7. Provide any system notifications that can be generated and communicated to the Client.

I. ORGANIZATION

1. If chosen, how will you staff for this account?
2. Please provide an organizational chart.
3. List experience and professional designations or licensing of all parties that will supply service to the Client.
4. Describe internal or external training programs or sources utilized to develop your staff.
5. Indicate the number of medical and indemnity files each adjuster maintains on a current basis as well as how many adjusters report to each supervisor.

6. If chosen, what responsibilities to the Client will the supervisor have?
7. Do your supervisors carry a caseload of their own?
8. Will an account manager be assigned to this account? If so, please describe in detail his or her role.
9. Describe your process for creation of a special handling instruction document with the Client. Who will lead this process?
10. Whose responsibility is it to ensure that the Special Handling Instructions are adhered to?
11. Describe your formal claim review and stewardship process. Provide examples if any.
12. Please provide any additional information regarding your Company's history and/or ability to successfully transition and administer the Client's Workers' Compensation program.

J. References

1. Please provide a list of at least 3 current clients to include name, address, phone and email.
2. Please provide at least 1 former client to include name, address, phone, email and reason for leaving.

II. Cost Proposal

ADMINISTRATIVE FEES – Please list your Administrative Fees

Flat Fee:	Year 1:	Enter Amount
	Year 2:	Enter Amount
	Year 3:	Enter Amount

Takeover Fees (define): (Life of Claim)	Click here to enter text.
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Conversion Cost (define):	Click here to enter text.
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OTHER SERVICE FEES AS APPLICABLE - (Please provide any vendor name and pricing if excluded from administrative fee)

- a) Bill review (and Hospital and Utilization Bill Review if different)
- b) PPO (percentage of savings)
- c) Pharmacy Services to include AWP for both generic and brand, dispensing fees and other charges, if any.
- d) Telephonic, Field, Medical/Vocational Rehabilitation, and other
- e) MTG/Variance/C-4 Auth
- f) Subrogation
- g) Index Bureau Reports
- h) Special claim investigation if applicable
- i) Loss Reporting, describe all reports available for fees quoted, and quote additional fees for other reports available.
- j) Loss Control Service
- k) HCRA
- l) Section 111/CMS reporting
- m) Claim system access
- n) Additional services not listed above

ATTACHMENT A

AGREEMENT FOR THIRD PARTY ADMINISTRATOR SERVICES

THIS AGREEMENT is made this 1st day of July, 2024, by and between Utica City School District hereinafter referred to as the Client, with offices located at 929 York Street, Utica, NY 13502, and [Proposer/Contractor], a domestic corporation organized under the laws of the State of New York, with offices located at _____, hereinafter referred to as the Service Representative.

RECITALS

WHEREAS, Client seeks claim and administrative services in connection with its self-insurance program and investigation and handling of claims arising under the Workers' Compensation Laws in connection with the past, present or future self-insured operations of the Client; and

WHEREAS, the Service Representative is engaged in the business of providing the desired services.

NOW, in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1. TERM: The Client hereby retains the Service Representative to perform the services hereinafter enumerated for the term of three (3) years beginning July 1, 2024 and ending June 30, 2027, with optional 4th and 5th years upon written agreement signed by both parties, and agrees to pay the Service Representative the fees and remuneration hereinafter provided for; and the Service Representative hereby accepts such retainer and agrees to perform such services for the Client for the duration of such term and agrees to accept in full payment for such services, said fees and remuneration.

Section 2. SERVICES TO BE PROVIDED: The services to be performed by the Service Representative to the extent they are required in connection with the Client's operations in the State of New York are:

1. Preparation of workers' compensation forms SI-4, SI-4.1, SI-4.2, SI-10.1, SI-10.IM and GAI.6 for the Self-Insurance Office as required by the Laws of New York.

2. Making periodic visits to the State Self-Insurance Office as necessary to discuss potential increases and decreases of security deposit and the general status of Client's self-insurance.
3. Preparation and filing of claim forms required by the Workers' Compensation Law, in the format required by the Workers' Compensation Board Regulations.
4. Maintaining complete claim files.
5. Investigating claims under the New York Workers' Compensation Law as Service Representative deems appropriate. All costs of such investigations shall be charged to the claim file. These costs will not be incurred without the consent and approval of the Client.
6. Preparing and mailing compensation payment drafts or checks.
7. Preparing and providing monthly or quarterly reports of accidents which have been reported to the Service Representative by the Client, together with cost summaries, whenever requested by the Client.
8. Implementing Client's instructions to refer to and cooperate with legal counsel, designated by the Client on selected claims for handling in either administrative or court proceedings, with the cost thereof being borne by the Client; and arranging for representation at Workers' Compensation hearings before Administrative Law Judges of the Workers' Compensation Board by licensed or legal representative with the cost of such representation being paid as a claim file expense.
9. Withdrawing representation for the Client in those claims where the Service Representative cannot adequately represent the interests of multiple employers with respect to a single claimant and the Client is likely to be adversely affected by the Service Representative's multiple representation, where upon the Client will retain legal counsel of its choice, at its own expense, to serve as the employer's representative in all such claims.
10. In the event of an appeal, retaining qualified counsel to execute said appeal and provide representation, if necessary at Board Panel hearings with such expenses to be treated as a claim file expense.
11. In the event of an appeal to an Appellate Court, the Service Representative will

- recommend legal counsel to the Client. The expenses for preparation and filing of the appeal, printing of the record, presenting argument to the court, and miscellaneous legal expenses are to be borne by the Client and paid as a claim file expense.
12. Provide and/or coordinate medical case management when the Service Representative and the Client deem it is in the Client's best interest. Case management expenses are to be paid as a claim file expense at the rate of \$_____ per hour when performed by Service Representative.
 13. Provide and/or coordinate vocational rehabilitation when the Service Representative and the Client deem it is in the Client's best interest. Vocational rehabilitation expenses are to be paid as a claim file expense.
 14. Arrange for the review of all medical bills for conformance with the New York WC fee schedule and reducing these bills to the proper amount when the fee schedule is exceeded. Fees for this service shall be paid by Client as an administrative expense or as a claim file expense, at a rate of \$_____ per bill when performed by Service Representative.
 15. Obtain PPO pricing discounts when available for the benefit of the Client. PPO savings fees are a percentage of the savings obtained and are paid as an administrative expense or as a claim file expense. When provided by Service Representative, rate will be charged at _____% of savings.
 16. Create customized reports for client when requested to do so. Any necessary charges for this service will be passed through Service Representative to Client at cost without markup.
 17. All computer reports, documents, claim files, and records provided for and referred to herein and maintained by the Service Representative are confidential and shall remain the property of the Client. The Service Representative agrees to turn over to the Client all Client records pertaining to this Agreement at the completion of this agreement.
 18. Maintain bonding in accordance with prudent practices and supply Client with evidence of bonding upon request.
 19. The services herein provided for will also be performed in connection with any

existing self-insured claims.

20. When Service Representative is also the Broker of Record on the Client's excess workers' compensation insurance policy, to make the required reports to the excess carrier including the first report of injury. When specific or aggregate excess claims are established, to make periodic reimbursement requests to the excess carrier on behalf of the Client.
21. Report claims information to the Center for Medicare and Medicaid Services (CMS) as required under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

Section 3. CLIENT OBLIGATIONS:

1. To promptly report to the Service Representative all accidents and/or incidents from which an injury may ultimately arise coming to the Client's attention involving any of its employees in New York. These reports shall be on forms as directed by the New York Workers' Compensation Board or on other forms as the parties may agree.
2. To pay to the Service Representative an annual fee for the workers' compensation claims service as detailed below:
 - [Insert Compensation Information]
3. To pay all allocated loss adjustment expenses (ALAE) which shall be paid from the claim file.
4. To provide sufficient funds in the claims account to enable Service Representative at all times to pay Claims and Loss Adjustment Expenses in accordance with the terms and conditions of this Agreement.
5. To authorize and hereby does authorize Service Representative to withdraw from the claims account such funds as may be necessary to enable Service Representative to pay claims, claim file expenses and the Service Representative Fee.
6. Service Representative is providing administrative services only under this Agreement and Client remains responsible for all payments due to third parties regarding claims whether to employees, medical providers or others.

Section 4. OPTION TO RENEW: This contract may be renewed for two (2) additional one-year periods if agreed to in writing by both parties.

Section 5. TERMINATION: In the event Client believes the Service Representative has committed misfeasance, malfeasance or nonfeasance in respects to the performance of the duties undertaken in this Agreement, Client shall have grounds to terminate this Agreement upon thirty (30) days written notice to the Service Representative.

Either party shall have the right to terminate this Agreement for any reason upon one hundred fifty (150) days written notice to the other party.

Section 6. GOVERNING LAW: This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of New York.

Section 7. CONFIDENTIALITY: Unless otherwise specifically provided by the Freedom of Information Law, other applicable law, regulation, or court order, the terms and conditions of this Agreement shall be kept confidential and will not be disclosed to any third party except to employees and subcontractors as is reasonably required in connection with performance of the rights and obligations under this Agreement; provided, however, that a party may disclose the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and, (ii) on a confidential basis to its legal or financial advisors.

Section 8. SEVERABILITY: Every provision of this Agreement is intended to be severable. In the event any provision of this Agreement shall be held to be invalid, unenforceable or in conflict with applicable law by a court of competent jurisdiction, then that provision of the Agreement shall be deemed modified or rescinded to the extent necessary to comply with law and the other provisions of this Agreement will remain in full force and effect.

Section 9. AMENDMENT AND WAIVER: No amendment or waiver of any provision of this Agreement, and no consent to any departure therefrom, shall be effective or binding unless and until set forth in a writing signed by each party, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No notice or any other communication given by one party

hereto to the other party shall be construed to constitute approval or ratification by the other party of any matter contained or referred to in such notice, unless the same be consented to by the other party in writing.

Section 10. ENTIRE AGREEMENT: This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and there exists no other written or oral understandings, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person or business entity that is not a party hereto.

Section 11. NOTICES: All notices, requests and other communications concerning this Agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt requested. Any such notice, request or other communication shall be deemed to have been given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to Service Representative:

[CONTACT NAME], [CONTACT TITLE]

[TPA]

[ADDRESS]

If to Client:

Attn: Superintendent of Schools

Utica City School District

929 York Street

Utica, NY 13502

With a copy to:

Joseph G. Shields, Esq.

Ferrara Fiorenza PC

5010 Campuswood Drive

East Syracuse, NY 13057

Section 12. ASSIGNMENT: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Section 13. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective permitted successors and permitted assigns.

Section 14. DISPUTE RESOLUTIONS: The venue for any controversy, dispute or other matter in question not amicably resolved between the Parties arising out of or related to this Agreement shall be a court of competent jurisdiction in New York State Supreme Court, Oneida County.

Section 15. INDEMNIFICATION: Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the Client, its officers, employees or agents, the Service Representative shall indemnify and hold harmless the Client, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the willful misconduct, negligent acts or omissions hereunder by the Service Representative, or failure by Service Representative to comply with the terms of this Agreement; and the Service Representative shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the Service Representative, its officers, employees or agents, the Client shall indemnify and hold harmless the Service Representative, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Client or third parties under the direction or control of the Client; and the Client shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

Section 16. INSURANCE: The Service Representative shall maintain the following insurance policies:

- Workers' Compensation and Employer's Liability Insurance: During the life of the contract the Service Representative shall maintain Workers' Compensation and Employer's Liability Insurance as statutorily required by New York State Workers' Compensation Law, and all other insurance required by law, for all of his employees engaged in work under this contract.
- Automobile Liability Insurance: A policy or policies of insurance with the limits of not less than \$1,000,000 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.
- General Liability Insurance: A policy or policies or comprehensive all-risk insurance with limits of not less than:
 - Limit of Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate
- Professional Liability Insurance: (E+O) with a \$1,000,000 per claim / \$3,000,000 aggregate limit.
- Umbrella: \$1,000,000 per occurrence / \$1,000,000 Aggregate

The Client and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages.

Section 17. NON-APPROPRIATION: Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Client shall have the option to immediately terminate this Agreement upon providing written notice to the Service Representative. In such event, the Client shall be under no further obligation to Service Representative other than payment for cost actually incurred prior to termination and in no event will the Client be responsible for any actual or consequential damages as a result of termination.

Section 18. INDEPENDENT CONTRACTOR STATUS: The Service Representative is not an employee of the Client. The parties to this Agreement expressly intend not to

create an employer relationship. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.

Section 19. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument.

Section 20. RFP TERMS: The terms and conditions in Client's Request for Proposals issued in connection with this Agreement shall be incorporated herein by reference, and shall be fully enforceable terms of this Agreement.

IN WITNESS WHEREOF, the parties by their authorized agents have caused this Agreement to be executed as of the date first written above.

For: Utica City School District

For: [TPA]

By: _____

By: _____

Name:

Name: [NAME]

Title:

Title: [TITLE]

Date: _____

Date: _____

ATTACHMENT C**Certification of Compliance with the
NEW YORK STATE IRAN DIVESTMENT ACT OF 2012
(*Must be signed and returned with Bid*)**

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Utica City School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Utica City School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Utica City School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Utica City School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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 bidding is required by statute, rule, regulation, or local law, deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate as to compliance with the New York State Iran Divestment Act of 2012:

NAME (PRINT OR TYPE)**SIGNATURE****TITLE**

ATTACHMENT D

NON-COLLUSIVE BIDDING CERTIFICATION

Utica City School District

**§ 103-d of the General Municipal
Law**

**Statement of Non-Collusion in Bids and
Proposals to Political Subdivision of the
State or Fire District**

Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or by a fire district or any agency thereof, for work or services performed or to be performed or goods sold or to be sold shall contain the following statement by the bidder as true under the penalties of perjury:

Non-collusive Bidding certification. By submission of this bid or proposal, the bidder certifies that:

- a. this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
- b. this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor;
- c. no attempt has been or will be made to induce any other person, partnership or corporation to submit a bid or proposal;
- d. the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on his behalf;
- e. that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

Date

(Contractor's Signature)

(Name of Business)