# ERIE COUNTY

# REQUEST FOR PROPOSAL (RFP)
# TO PROVIDE WORKERS' COMPENSATION CLAIMS MANAGEMENT & NEW YORK STATE NO FAULT CLAIMS SERVICES

**RFP # 2026-056VF**
**November 6, 2026**

**JEREMY TOTH**
**ERIE COUNTY ATTORNEY**
**95 FRANKLIN STREET, SUITE 1634**
**BUFFALO, NEW YORK 14202**

# COUNTY OF ERIE, NEW YORK

# REQUEST FOR PROPOSALS ("RFP")

## RFP# 2026-056VF
## TO PROVIDE WORKERS' COMPENSATION CLAIMS MANAGEMENT AND NEW YORK STATE NO FAULT CLAIMS SERVICES

## I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking Proposal Statements from qualified entities interested in providing services in connection with Workers' Compensation Claims Management & New York State No Fault Claims – Non-County Personnel in County Vehicles Services. Proposers interested in providing these services are invited to respond to this request.

The purpose of the first part of this Request for Proposals ("RFP") is designed to secure workers' compensation claims management services on behalf of the Erie County Attorney for the County. The County provides the usual municipal services (Sheriff Department, Highway Department, Parks, etc.) and in addition, includes all campuses of Erie Community College. A yearly summary loss report is included at the end of this RFP.

The second part of the RFP is to secure claims management services on behalf of the Erie County Attorney's Office to receive and handle, to conclusion, any New York State No-Fault case involving non-County individuals eligible for no-fault benefits as a result of injuries sustained in the use of County-owned motor vehicles. This would include but not be limited to the investigation of the claim, transmission of all appropriate no-fault forms to the affected individuals, review of such forms, collection of necessary data, payment of claims per the New York State No-Fault laws, and then pursuit of any recovery the County could be entitled to. Section III(C) contains the Proposal Requirements for Workers' Compensation Claims Management. Section III(D) contains the Proposal Requirements for New York State No Fault Claims Management – Non-County Employee injured in County Owned Vehicles.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers, although the County strongly desires to award a contract to a single entity for all requested services herein.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

## II. PROPOSAL PROCEDURES

### A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purposes only. The County reserves the right to amend this schedule at any time.

| | |
|---|---|
| **Issue RFP:** | **November 6, 2026** |
| **Questions Submitted by:** | **November 16, 2026 at 12:00 PM** |
| **Answers Posted by:** | **November 18, 2026 at 5:00 PM** |
| **Proposals Due:** | **November 24, 2026 at 4:00 PM** |
| **Selection Made:** | **Approximately December 4, 2026** |
| **Contract Signed:** | **Following all necessary County approvals** |

### B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.

2. One (1) original and three (3) copies shall be submitted in addition to an electronic copy. Proposals MUST be signed. Unsigned proposals will be rejected.

3. Submission of the proposals shall be directed to:

   **Jeremy Toth, Esq.**
   **Erie County Attorney**
   **95 Franklin Street, Suite 1634**
   **Buffalo, New York 14202**

   **All proposals must be delivered to the above office on or before November 24, 2026 at 4:00 P.M. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.**

4. Requests for clarification of this RFP must be written and submitted to Jeremy Toth, Esq., Erie County Attorney, 95 Franklin Street, Suite 1634, Buffalo, New York 14202, **no later than 12:00 noon on November 16, 2026**. Formal written responses will be distributed by the County **on or before November 18, 2026**. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

5. Proposal finalists may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.

6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

   **All proposers submitting proposals must include a fee proposal disclosing all fees associated with their services utilizing the attached *TPA Quote Sheet*. It should be clearly labeled with the proposer's name, due date of proposal and proposal name ("Workers' Compensation Claims Management & New York State No Fault Claims, RFP # 2026-056VF").**

7. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

8. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

9. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.

10. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.

11. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within twelve months immediately prior to the proposal.

## III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

### A. QUESTIONS

Responses to this RFP should address the following questions:

1. **Experience.**

   Please describe the firm's history and experience with administering and managing workers' compensation claims.

2. **Personnel.**

   Please provide an organizational chart by position of personnel who would be assigned to providing workers' compensation claims management and legal services, including information about their relevant experience and abilities. Please indicate the number of personnel assigned to the County and expected case load per claim person.

3. **References.**

   Identify three (3) active clients that the County can contact as references. For each reference, include the name, title, address and phone number of the appropriate business contact.

4. **Conflicts.**

   Please identify any actual or potential conflicts of interest which may present themselves in the event that your firm is selected. Further, please advise how such conflicts would be resolved.

### B. SPECIFICATIONS

The successful proposer to whom the contract is awarded shall enter into a contract with the County to perform the services described herein. These specifications shall be incorporated in and become a part of the final contract. These proposal specifications detail the minimum requirements for services sought. Any modifications, additions or enhancements to the program outlined should be clearly indicated and accompanied by a statement of explanation.

The following conditions apply to the contract as a whole:

1. The contract term shall be for a term commencing January 1, 2027 and expiring December 31, 2030 with the option of two (2) one (1) year extensions at the discretion of the County.
2. Payment for services shall be made monthly in arrears upon submission of a monthly invoice at a rate of 8.33% of the annual contract price. The contract will include a 90 day opt-out with or without cause at the County's discretion. In addition, the contract may be cancelled by either party at the end of any contract year provided that written notice of such cancellation is received by the other party no later than ninety (90) days prior to the end of such year.
3. The County requests a statement of annual fees for each of the three (3) years and subsequent extension years that follow.

## C. PROPOSAL REQUIREMENTS: WORKERS' COMPENSATION CLAIM MANAGEMENT

1. The contractor shall perform all obligations of the County of Erie for claims management and administration under the Workers' Compensation Laws, applicable case law and administrative regulations, and in addition shall provide the reports and perform the related work described herein.
2. The contractor must assign dedicated adjusters with expertise equal to or exceeding the level needed on any given claim and a case load at or below 150 active indemnity claims.
3. Supervisory review of all files on a stated periodic basis with evidence of such action in the claim files. In addition, there will be evidence of a supervisory review of all files being transferred to legal counsel for hearings.
4. The contractor must allow the County the ability to independently select vendors of choice for IMEs, Medical Case Management, Diagnostics, Surveillance and other claims related services.
5. The contractor must have and maintain a computerized database with online access available to the County Attorney's Office, capabilities and the ability to generate the reports as requested below, or as requested by the County Attorney during the contract term.
6. If successful, the contractor shall take over all open cases from the preceding Workers' Compensation Claims Adjusting Contractor, FCS Administrators, and integrate them with the database system which will be utilized for administering and managing Erie County's workers' compensation matters and generating the reports requested below. The successful contractor shall also enter into this computerized database system ALL individual expenditures to date which will become available from the quarterly and final reports issued by FCS Administrators. In addition, it is expected that all data in the existing computer database will be transferred to any new potential database. The cost of this takeover shall be included in the contractor's price. This takeover shall be a part of the work to be performed under the contract.
7. The successful contractor shall be available for consultation upon reasonable notice for claims meetings to identify and analyze all Workers' Compensation claims, make recommendations for corrective action, implement the corrective action, and monitor the results as agreed in the monthly claims meeting.
8. The contractor shall receive and process all forms including, but not limited to, Incident Reports, C-2, C-2F, C-11 and C-240 forms submitted by the County and will generate the appropriate FROI, SROI and/or other electronic forms required by the Workers' Compensation Board in accordance with EDI.
9. The contractor shall determine for each reported injury those benefits, if any, that should be paid or rendered under the applicable Workers' Compensation Law.
10. The contractor shall prepare a per-person file of all C-2, C-2F, FROI, SROI, C-11, C-240 forms and related compensation information and maintain the same. These files will be made available to the County upon request and will be turned over to the County or a successor representative in an orderly manner.
11. The contractor shall investigate claims submitted.
12. The contractor shall establish and maintain realistic reserves based on the merits of the claim while utilizing the Medical Treatment Guidelines, Permanency/Impairment guidelines and TPA best practices to mitigate and/or close claims in accordance with NYS WCB regulations. Claim costs shall be recorded in the categories of "Medical", "Indemnity" and "Expense".

13. The contractor shall schedule independent medical examinations (IME) and other services in accordance with the special handling instructions that will be set by the County. The contractor will provide the Independent Medical Examiner with direction regarding the body parts, specific issues to examine and address and will provide all pertinent medical records from prior and treating physicians. The contractor will provide clear and concise direction to defense counsel to ensure success in the management of litigated cases.

14. The contractor shall arrange for the attendance at Workers' Compensation Board hearings, make all required findings, issue benefit checks for claimants, verify and issue checks for services related to claimants, and obtain appropriate reimbursement for the County.

15. Subject to procedures approved by the County Attorney, the contractor agrees to establish a checking account on behalf of Erie County Workers' Compensation Fund for which it will have signature authority. The contractor shall deliver, prepare and mail to payee all Workers' Compensation checks to ensure compliance with the Workers' Compensation Law. The benefit check shall clearly indicate the check number, the claimant's name, the payee's name, if different from the claimant, department code, date of accident and the numerical amount of the check. The checks must contain no white-outs, strike-outs or space between numerical amounts other than a decimal point. There must be complete and accurate stub dates. The contractor shall also send a copy of each check mailed to payees to the Erie County Department of Law, 95 Franklin Street, Suite 1634 Buffalo, New York 14202 no later than 2:00 P.M. each Friday. Weekly check abstracts are deliverable at the same time as the check copies set forth above, which shall individually list each check-by-check number, check amount by category (compensation or medical only), and claimant's name. A weekly transmittal memo will document the check data indicating the check numbers used, total number of checks used, and the total payment values. This transmittal memo will be signed by an officer of the contractor. This will be followed by an abstract or an Excel spreadsheet sent electronically.

16. The contractor, on a monthly basis, will provide an electronic reconciliation to the Erie County Comptroller's Office who will, in turn, review, evaluate, and recommend changes to the reports and procedures to ensure timely and accurate reporting.

17. The contractor shall agree that all bank statements, cancelled checks and bank advice will be mailed directly to the Erie County Comptroller's Office, 95 Franklin Street, 11th Floor, Buffalo, New York 14202 for reconciliation purposes. All voided or stale dated checks will be forwarded to the Erie County Comptroller's Office promptly.

18. The contractor shall be responsible for placing stop payments on checks previously issued which appear to have been lost.

19. The contractor shall provide guidance in the completion of the GA-4, Municipal Self-Insurers Remittance Forms and prepare checks for payment of assessments by the imposed quarterly deadlines.

20. The contractor shall review outstanding Workers' Compensation claims from previous contractors, including FCS Administrators, and make recommendations where appropriate regarding future disposition of them. The contractor shall make all subsequent payments and represent the County at all Workers' Compensation Board hearings for these claims.

21. The contractor may not make Section 32 settlements of open cases without the concurring verbal prior approval of the County Attorney for amounts up to $5,000.00 followed along with written confirmation from the contractor to the Erie County Attorney. Amounts over $5,000.00 must have prior written approval from the County Attorney.

22. The contractor shall be responsible for pursuing and securing subrogation or contribution from other parties. Contractor will not be entitled to a percentage of savings or a fee for recoveries of any nature. This effort shall include, but not be limited to, such activities as:

    a) Checking for pre-existing medical conditions.

    b) Pursuit of recovery from the Second Injury Fund (Section 15(8)) of the New York State Workers' Compensation Law.

    c) Pursuit of recovery from the Reopened Case Fund under Section 25-a of the New York State Workers' Compensation Law.

    d) Pursuit of recovery of funds for Concurrent Employment under Section 14-6 of the New York State Workers' Compensation Law.

    e) Issuance of notice of liens under Section 29(1) of the New York State Workers' Compensation Law on third party lawsuits.

    f) Advising the County Attorney of potential subrogated actions under Section 29(2) of the New York State Workers' Compensation Law.

    g) Application for Inter-Company loss transfer pursuant to Section 5105 of the New York State Insurance Law; and

    h) Identify claims that are covered under a County excess workers' compensation policy.

23. The contractor shall assist in the negotiation and settlement of litigated cases.

24. The contractor shall maintain detailed information regarding payments made to each physician, physicians' corporation or other supplier or provider of medical/health care services.

25. To facilitate the preparation of information returns (1099's) or other documents for the purpose of reporting such payments to individual recipients and the Federal and State governments, the contractor shall provide an ASCII file on CD-ROM or 3-1/2" diskette to the County following the applicable IRS magnetic media specifications or electronic data transfer. The completed file must be furnished to the Erie County Law Department not later than January 20th of each year and shall contain pertinent information for all recipients, regardless of the amount which they were paid during the preceding year.

26. The contractor shall comply with all Federal, New York State and Local laws, rules and regulations including, but not limited to, those concerning the confidentiality of medical and health information, as applicable.

27. Calculation, filing forms and payment of surcharges monthly per the Health Care Reform Act (HCRA) of 1996 and 2000 as may be amended.

28. Contractor must have the capability to query and report on a quarterly basis claims to the Center for Medicare Services. The use of a third-party vendor must be disclosed.

29. Contractor will conduct timely review of medical and hospital bills and process timely payment of such medical bills pursuant to the New York State Medical Fee Schedule. Any penalties or late assessments caused by the contractor delay will become the responsibility of the contractor. The use of a third-party vendor must be clearly disclosed.

30. Contractor will prepare any forms and/or retrieve any data required by the State of New York, the State of New York Workers' Compensation Board, and/or the United States Federal Government on behalf of the County of Erie.

31. Contractor will review all Workers' Compensation Board Decisions for appeal or timely payment. Failure on the part of the contractor to timely pay an award or issue an indemnity check which results in a penalty or assessment will become the responsibility of the contractor.

32. It is expressly understood between the County of Erie and the contractor that the Workers' Compensation files, along with all computer data associated with them, are the property of the County of Erie. As such, in the event of termination of services between the contractor and the County of Erie, the contractor will perform an orderly and complete transfer of all paper and computer data to the satisfaction of the County.

33. The contractor shall provide the following records and periodic reports covering the calendar period January 1 to December 31:

    a) Weekly check abstracts as outlined in Requirement #12.

    b) Monthly reconciliation reports of the weekly check abstracts with a comparable monthly loss report submitted with last week's checks and check registers. This will reconcile the total check amounts by category of payment and account for differences in the combined abstract totals with the amounts shown on the loss report.

    c) Monthly reports in duplicate showing all open claims by payment activity on a year-to-date basis for the calendar year January 1 through December 31, organized by County department, division, section and unit designations for each accident year. The claimant's name, date of accident, claim number, cause of accident, specific location of accident, body part affected, and the nature of injury designations will conform with New York State Workers' Compensation Board nomenclature. Reserve amounts, paid to date (current month and year-to-date), current payments and unpaid reserve balances will be shown for each claim, subtotaled by month and year-to-date for each department and grand totaled by month and year-to-date for the entire County. This report will reflect all open cases for the current calendar period. Cases closed in the current calendar period will be designated as closed. Contractor shall be responsible for distribution of copies of this report to each County department.'

34. Where an excess workers' compensation policy period has been identified, the contractor will file a timely report to the carrier pursuant to the filing requirements of the individual policy.

35. The contractor will furnish, at his own cost and expense, all forms and stationery, including the necessary checks. All forms, stationery and checks must be reviewed and approved by the County Attorney.

36. The contractor will agree to provide for a certified Nurse Case Manager to arrange for the rehabilitation and return to work programs for Workers' Compensation claimants, monitor on an individual basis treatment and rehabilitation of injured employees including, but not limited to, patient consumption of potentially addictive drugs with follow-up contract if indicated.

37. The contractor will travel to Erie County Office Building at least bi-annually to conduct claim reviews with County Risk Manager and appropriate Dept. Heads/County personnel.

38. Coordinate and present a bi-annual Workers' Compensation seminar to Erie County Department Heads and other Erie County employees responsible for handling workers' compensation matters.

39. Assist and cooperate with loss prevention and safety personnel to reduce frequency and severity of injuries. Make recommendations for and assist with the promotion of employee health and a safe place to work.

40. Make recommendations for and assist with the prevention of workers' compensation fraud. Arrange for surveillance and make recommendations regarding surveillance for the prevention of fraud and abuse. Implement and monitor a program for monitoring fraud and abuse of workers' compensation claims including, but not limited to, fraud questionnaires.
41. Contact employees who are disabled for more than two weeks to open lines of communication between employee and contractor.
42. On selected serious injury cases and cases involving pension and long-term disability claimants, contractor will use a system of health and activity checks done on a twice-yearly basis.
43. To enable the County to efficiently implement transitional duty, refer cases to the County Risk Manager when the claimant has progressed from totally disabled to partially disabled and in the evaluating and reviewing claimant's ability to return to work, with or without restrictions.
44. Cooperate in any endeavor not only with County personnel but also with any designated representative duly appointed by the County.
45. The contractor shall designate a senior employee or officer as an advisor regarding employee safety and health and shall be available to meet and consult with County representatives during the year.
46. The contractor shall obligate himself to provide information necessary for continuous claims handing after the expiration of this contract to a subsequently successful contractor.
47. Any claims information which will be furnished by the County to prospective contractors for purposes of evaluating this request for proposal and arriving at prices shall be kept in strict confidence and shall not be disclosed under any circumstances by any claims adjusting company which has access to this information.
48. Contractor shall defend, hold harmless, and indemnify the County of Erie against any and all liability, claims or damages resulting from any acts, negligence or malpractice of any person or persons who are officials, professionals, employees or persons affiliated with the contractor arising out of or from any services relating to this contract.
49. The contractor shall procure insurance no later than fourteen (14) days after notice of award and maintain same, without interruption, for the duration of the contract, in the kinds and amounts specified at the time of award. Certificates of Insurance shall be furnished by the successful contractor, naming the "County of Erie" as an additional insured, and shall be subject to approval by the County Attorney's Office.
50. The following executory clause shall be a part of any agreement entered into pursuant to this response:
    1. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated thereof, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.
51. No assignment of any agreement pursuant to this response shall be made without prior approval in writing by the County Attorney.
52. In executing this response, the respondent affirms that all of the requirements of the specifications are understood and accepted by the respondent, and that the prices quoted include all required materials and services. The respondent has checked all of the response figures, and

understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this response. Mistakes or errors in the estimates, calculations or preparation of the response shall not be grounds for the withdrawal or correction of the response.

53. All Proposals shall include sample loss runs and a sample letter to claimants used to evaluate current condition and activity. Such a letter is commonly referred to as a benefits or activity checklist.

## D. PROPOSAL REQUIREMENTS: NEW YORK STATE NO FAULT CLAIMS – NON-COUNTY PERSONNEL IN COUNTY VEHICLES

1. The contractor shall perform all the obligations of the County of Erie for claims management and administration under the Workers' Compensation Laws, applicable case law and administrative regulations, and in addition shall provide the reports and perform the related work described herein.
2. The contractor must have and maintain a computerized database with access capabilities sufficient to generate the reports as requested below, or as requested by the County Attorney during the contract term.
3. If successful, the contractor shall take over all open cases from the preceding No Fault Claims Adjusting Contractor, FCS Administrators, and integrate them with the database system which will be utilized for administering and managing the County's No Fault matters and generating the reports requested below. The successful contractor shall also enter into this computerized database system ALL individual expenditures to date which will become available from quarterly and final reports issued by FSC Administrators. In addition, it is expected that all data in the existing computer database will be transferred to any new potential database. The cost of this takeover shall be included in the contractor's price. This takeover shall be a part of the work to be performed under the contract.
4. The successful contractor shall be available for consultation upon reasonable notice.
5. The contractor shall receive and possess all motor vehicle accident report forms submitted by the County.
6. The contractor shall determine for each reported injury those benefits, if any, that should be paid or rendered under the applicable New York State No Fault Law.
7. The contractor shall prepare a per accident claim file for all appropriate no fault forms and related information and maintain same. These files will be made available to the County upon request and will be turned over to the County or a successful representative in a timely manner.
8. The contractor shall investigate claims submitted when necessary or otherwise required by the County Attorney.
9. The contractor shall maintain an estimate or reserve of total costs of all reasonably foreseeable benefits and related expenses on each case. Claim costs shall be recorded in the categories of "Medical", "Wages" and "Expenses".
10. The contractor shall schedule independent medical examinations and other services, and otherwise provide case development and other assistance as is reasonably necessary in the management of litigated cases.

11. The contractor shall attend, if necessary, arbitration hearings, make all required findings, issue benefit checks for claimants, verify and issue checks for services related to claimants, and obtain appropriate reimbursement for the County.

12. Subject to procedures approved by the County Attorney, the contractor shall pay no fault claims out of the Erie County Workers' Compensation Fund checking account discussed in Paragraph 12 of Section A above. The contractor shall deliver, prepare and mail to payee all No Fault checks to ensure compliance with No Fault. The benefit check shall clearly indicate the check number, the claimant's name, and the payee's name, if different from the claimant, department code, date of accident and the numerical amount of the check. The checks must contain no white-outs, strike-outs or space between numerical amounts other than a decimal point. There must be complete and accurate stub dates. The contractor shall also send a copy of each check mailed to payees to the Erie County Department of Law, 95 Franklin Street, Suite 1634, Buffalo, New York 14202 no later than 2:00 P.M. each Friday. Weekly check abstracts are deliverable at the same time as the check copies set forth above, which shall individually list each check by check number, check amount by category (compensation, OT, medical only), and claimant's name. A monthly transmittal memo will be signed by an officer of the contractor. Efforts are encouraged between contractor and the County to provide data transfer through magnetic-tape or other means to avoid manual intervention.

13. The contractor, on a quarterly basis if activity is generated, will provide reconciliation to the Erie County Comptroller's Office who will, in turn, review, evaluate and recommend changes to the reports and procedures to ensure timely and accurate reporting. If no activity is generated, contractor shall notify the County.

14. The contractor shall agree that all bank statements, cancelled checks and bank advice will be mailed directly to the Erie County Comptroller's Office, 95 Franklin Street, 11th Floor, Buffalo, New York 14202 for reconciliation purposes. All voided or stale dated checks will be forwarded to the Erie County Comptroller's Office promptly.

15. The contractor shall be responsible for placing stop payments on checks previously issued which appear to have been lost.

16. The contractor shall review outstanding No Fault claims from previous contractors, including First Niagara Risk Management, and make recommendations where appropriate regarding future disposition of them. The contractor shall make all subsequent payments and represent the County at arbitration hearings for these claims if necessary.

17. The contractor shall assist in the settlement of litigated cases should this be necessary. This will include such matters as:

    a) Assist in the selection of counsel.

    b) Provide information and investigation service in support of counsel.

    c) Participate and negotiate settlements to the extent requested; and

    d) Provide continued follow-up of litigated cases.

18. The contractor shall maintain detailed information regarding payments made to each physician, physicians' corporation or other supplier or provider of medical/health care services.

19. To facilitate the preparation of information returns (1099's) or other documents for the purpose of reporting such payments to individual recipients and the Federal and State governments, the contractor shall provide an ASCII file on CD-Rom or on 3-1/2" diskette to the County following the applicable IRS magnetic media specifications or electronic data transfer. The completed file must be furnished to the Law Department not later than January 20th of each year, and shall

contain pertinent information for all recipients, regardless of the amount which they were paid during the preceding year.

20. The contractor shall comply with all Federal, New York State and Local laws, rules and regulations including, but not limited to, those concerning the confidentiality of medical and health information, as applicable.
21. Timely review of medical bills for assessments per the Health Care Reform Act (HCRA) of 1996 and 2000, (as may be amended) if appropriate.
22. Payment of assessments and filing of appropriate reports on behalf of client per the Health Care Reform Act (HCRA) of 1996 and 2000, (as may be amended) if appropriate.
23. Contractor may conduct timely review of medical bills and process timely payment of such medical bills per the New York State Medical Fee Schedule. Any penalties or late assessments caused by contractor delay will become the responsibility of the contractor.
24. Contractor will prepare any forms and/or retrieve any data required by the State of New York and/or the United States Federal Government on behalf of the County of Erie.
25. Contractor will review all arbitration for timely payment. Failure on the part of the contractor to timely pay an award or issue a check which results in a penalty or assessment will become the responsibility of the contractor.
26. It is expressly understood between the County of Erie and the contractor that the No Fault files, along with all computer data associated with them, are the property of the County. As such, in the event of termination of services between the contractor and the County, the contractor will perform an orderly and complete transfer of all paper and computer data to the satisfaction of the County.
27. The contractor shall provide the following records and periodic reports covering the calendar period January 1 to December 31:

    a) Monthly check abstracts shall individually list each check-by-check number, check amount by category (compensation or medical only), claimant's name, the payee's name, the check date, and the claim number, if activity is generated. If no activity is generated, contractor shall notify the County. A monthly transmittal memo will document the check data – the check numbers used, total number of checks used, and the total payment values signed by an officer of the firm, if activity is generated. If no activity is generated, contractor shall notify the County.

    b) Quarterly reconciliation reports of the monthly check abstracts with a comparable monthly loss report submitted with last week's checks and check registers, if activity is generated. If no activity is generated, contractor shall notify the County. This will reconcile the total check amounts by category of payment and account for differences in the combined abstract totals with the amounts shown on the loss report.

    c) Quarterly reports in duplicate showing all open claims by payment activity on a year-to-date basis for the calendar year January 1 through December 31. The claimant's name, date of accident, claim number, reserve amounts, paid to date (current month and year-to-date), current payments and unpaid reserve balances will be shown for each claim, subtotaled by month and year-to-date for each department and grand totaled by month and year-to-date for the entire County. This report will reflect all open cases for the current calendar period. Cases closed in the current calendar period will be designated as closed. Contractor shall be responsible for distribution of copies of this report to each County department.

d) These specifications contemplate reporting periods the last day of which will be the last day of the calendar month and year end December 31. If the contractor is offering to furnish these reports based on a reporting period ending on a day other than the last day of the calendar month or is offering a reporting system which varies from that which is set forth above, please attach a description of said reporting system. In the event that the contractor recommends alternative information on the check, check abstract, check transmittal letter and the related record keeping and reporting systems from the specification set forth above, the differences must be described in detail. If necessary, additional sheets are to be inserted and attached to this RFP including how the contractor proposes to format and present this information. It is recommended that each contractor should submit samples of each type of record and report for both financial and claims activities it will create and maintain for the duration of the County contract. An explanation of each report, including a scheduled transmittal date, interpretation of the format and content shall accompany the samples provided.

28. The contractor will furnish, at his own cost and expense, all forms and stationery, including the necessary checks. All forms, stationery and checks must be reviewed and approved by the County Attorney.

29. The contractor will agree to provide these services:

    a) Audit medical and hospital bills for conformity with fee arrangements and schedules.

    b) Monitor on an individual basis treatment and rehabilitation of injured parties including, but not limited to, patient consumption of potentially addictive drugs with follow-up contact if indicated.

    c) Obtaining and forwarding all medical and hospital records, including pre-accident and post-accident records, to medical consultants who perform independent medical evaluations on behalf of the County of Erie.

    d) Advise on the use and interpretation of data, records and reports provided to the County.

    e) Arrange for surveillance and make recommendations regarding surveillance for the prevention of fraud and abuse.

    f) Implement and monitor a program for monitoring fraud and abuse.

    g) Contact injured parties who are disabled for more than two weeks; and

    h) Cooperate in any endeavor not only with County personnel but also with any designated representative duly appointed by the County.

30. The contractor shall designate a senior employee or officer as an advisor regarding no fault/liability issues and shall be available to meet and consult with County representatives during the year. Use of a third-party vendor must be disclosed.

31. The contractor shall obligate himself to provide information necessary for continuous claims handing after the expiration of this contract to a subsequently successful contractor.

32. Any claims information which will be furnished by the County to prospective contractors for purposes of evaluating this request for proposal and arriving at prices shall be kept in strict confidence and shall not be disclosed under any circumstances by any claims adjusting company which has access to this information.

## IV. STATEMENT OF RIGHTS

## UNDERSTANDINGS

**Please take notice**, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;

- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;

- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;

- To interview the proposer(s);

- To request or obtain additional information the County deems necessary to determine the ability of the proposer;

- To modify dates;

- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

**EVALUATION**

- Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.

- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.

- Proposer's experience to perform the proposed services.

- Proposer's financial ability to provide the services.

- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.

- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.

- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.

- The proposer's presentation at and the overall results of any interview conducted with the proposer.

- Proposers MUST sign the Proposal Certification attached hereto. Unsigned proposals will be rejected.

- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears for any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## CONTRACT

After selection of the successful proposer, a formal written contract will be negotiated by the County of Erie and the successful Contractor and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a period commencing January 1, 2027 and terminating December 31, 2030. The County, in its sole discretion, may extend the agreement beyond its initial term for up to two (2) additional one-year periods.

## INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

> "In addition to, and not in limitation of the insurance requirements contained herein the Contractor agrees:
>
> (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Contractor or third parties under the direction or control of the Contractor; and
>
> (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof that it has applicable insurance coverages in the types and amounts as described in Schedule "B", with the exception of professional liability insurance coverage in which the successful

proposer will be required to provide proof of coverage in an amount no less than three million ($3,000,000) dollars per occurrence and aggregate.

In addition to the insurance requirements described herein, the proposer also agrees to procure and maintain a $1,000,000 Blanket Fidelity Bond throughout the term of the contract.

Insurance and bond coverage in the amounts and forms shall not be deemed acceptable until approved by the Office of the County Attorney.

## RECORDS

All records compiled by the Contractor in completing the work described in this Agreement including, but not limited to, written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may retain copies of such records for its own use.

## NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

## CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

## COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

## CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

**"NOTICE**

**The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.**

**The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."**

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **" * THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

## EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

# Appendix A: PROPOSAL CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive.

1. RFP Coversheet.
2. Detail how the Proposer will perform the requirements listed under Section III of this RFP.
3. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).
4. Describe in detail any existing or contemplated direct or indirect contractual relationships that proposer has with the County of Erie, or any of its employees, agencies or affiliates.
5. Provide a listing and description of at least three (3) references.
6. Include the signed **Schedule A Proposer Certification**.
7. Include the signed **Erie County Equal Pay Certification**.
8. Include the **TPA Quote Sheet**.

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS RFP COVERSHEET**
**RFP# 2026-056VF: WORKERS' COMPENSATION CLAIMS MANAGEMENT AND NEW YORK STATE NO FAULT CLAIMS SERVICES**

Please provide attachment if more space needed.

| | |
|---|---|
| Owner Name: | |
| Contact Person: | |
| Mailing Address: | |
| Phone Number: | |
| Email: | |
| Website: | |
| Federal Employer ID# (FEIN): | |
| Is agency debarred/suspended from receiving funds/doing business with the Federal government? | |
| Please provide DUNS #, if available: | |
| Is agency a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)? | Please provide the Erie County MBE/WBE Certification letter as attachment |
| Is agency a Veteran-Owned Business? | Please provide the letter indicating their company is 51% or more veteran-owned as attachment |
| Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal: | |
| List of all prime and subcontractors that your agency does business with: | |

**SCHEDULE "A"**

**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

_____

*Proposer Name*

By: _____

*Name and Title*

# SCHEDULE "B"

# STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.

II. CERTIFICATES OF INSURANCE
A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
B. Coverage must comply with all specifications of the contract.
C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concession-Aires Services | F Livery Services | G All Purposes Public Entity Contracts |
|---|---|---|---|---|---|---|---|
| Commercial Gen. Liab. | $1,000,000 per occ. | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 | $1,000,000 CSL | $1,000,000 | $1,000,000 CSL |
| General Aggregate | $2,000,000 | | | | | | |
| Products Comp. Ops. | $2,000,000 | | | | | | |
| Blanket Broad Form | Not Excluded or Limited | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Contractual Liability | | | | | | | |
| Broad Form P.D. | | | | | | | |
| X.C.U. | | | | | | | |
| | | | | | | | |
| Liquor Law | | | | INCLUDE | | | |
| Auto Liab. | $1,000,000 CSL | | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| | | | | | | | |
| Excess/Umbrella Liab. | $5,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $5,000,000 | $1,000,000 |
| | | | | | | | |
| Worker's Compensation | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| & Employer's Liability | | | | | | | |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| | | | | | | | |
| Professional Liability | | | $5,000,000 | | | | |
| | | | | | | | |
| Erie County To Be Named Add'l Insd. | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

X Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute.
It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement.
The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

## Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

_____
Signature

### Verification

STATE OF _____ )
COUNTY OF _____ ) SS:

A)
_____, being duly sworn, states he or she is the owner of (or a partner in)
_____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the Name of Corporate Officer
_____, of
_____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__

# TPA Quote Sheet
# Erie County Self-Insurance Plan
# 1/1/27-12/31/30

**PART I - Claims Handling**

**Annual Fee Quote**

Year 1 - Annual Fee _____
Year 2 - Annual Fee _____
Year 3 - Annual Fee _____
Total 3 Years _____

Year 4 & 5 Extension _____

**PART II - Computer Conversion of Data and Review of Files –**

One Time Fee – Computer Conversion _____
One Time Fee – File Review _____

**PART 111 - Fee for On-Line Access to Claims Data (If Applicable)**

One Time Fee and/or Annual Fee (Explain if necessary) _____
Is fee per user or is there a limit to number of users – **Please explain**

_____

**PART IV – Fee for Medical Bill Review**

Annual Fee _____

Per Bill Fee _____

Other - ***PLEASE ATTACH DETAILED EXPLANATION***

**PART V – Fee for MMSEA Section 111 Reporting**

Annual Fee _____

Per Employee _____

**PART VII – Fee for Paper File Storage**

Annual Fee _____

Other – ***PLEASE ATTACH DETAILED EXPLANATION***

**PART VIII – Exit Fee**

All Inclusive Fee _____

Other – ***PLEASE ATTACH DETAILED EXPLANATION***

**PART IX – Ancillary Fees**

Please list below any other expenses that would/could be charged to this employer over and above those listed above and not considered to be normal allocated expenses to an individual file such as Legal, IME's, etc.

**PART X - Optional Quotes Fee**

Safety/Loss Control Services
(Quote should be per hour or if an annual fee - please detail what is being offered). _____

Case Management/Rehabilitation Services
Per Claim Fee (please detail what is offered in the per claim fee). _____







Policy Total Summary
Valued as 11/1/2026

| Policy Year | Claim Count | Total Paid | Reserve Balance |
|---|---|---|---|
| Prior to 2015 | 20675 | $ 260,184,405.81 | $ 11,889,875.81 |
| 2016 | 388 | $4,332,645.81 | $403,115.29 |
| 2017 | 379 | $3,654,078.96 | $131,984.99 |
| 2018 | 383 | $3,702,799.19 | $337,475.54 |
| 2019 | 355 | $4,004,794.92 | $482,135.17 |
| 2020 | 288 | $3,081,217.85 | $288,054.48 |
| 2021 | 319 | $3,131,992.29 | $1,066,462.42 |
| 2022 | 303 | $2,527,200.76 | $434,197.81 |
| 2023 | 319 | $4,465,889.92 | $1,318,270.78 |
| 2024 | 275 | $2,387,775.86 | $736,560.79 |
| 2025 | 382 | $1,463,504.44 | $554,579.99 |
| 2026 | 321 | $440,407.07 | $712,488.24 |
| Totals | | | |
| | 24387 | $293,376,712.88 | $18,355,201.31 |

Loss Report - Cumulative
Valued as of 11/1/2026

Policy Totals

| Policy Year | Claim Count | Medical Paid | Indemnity Paid | Expense Paid | Medical Reserve Balance | Indemnity Reserve Balance | Expense Reserve Balance | Medical Recovered | Indemnity Recovered | Expense Recovered | Total Paid | Reserve Balance | Incurred |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Prior to 2015 | 20675 | $ 80,800,044.29 | $ 173,324,240.65 | $ 47,363,966.64 | $ 2,170,530.60 | $ 8,813,786.02 | $ 905,559.19 | $ 9,765,027.88 | $ 31,481,409.67 | $ 57,408.22 | $ 260,184,405.81 | $ 11,889,875.81 | 272074281.6 |
| 2016 | 388 | $ 983,112.09 | $ 2,972,965.67 | $ 376,568.05 | $ 211,851.02 | $ 153,045.25 | $ 38,219.02 | $ - | $ - | $ - | $ 4,332,645.81 | $ 403,115.29 | $4,735,761.10 |
| 2017 | 379 | $ 896,900.50 | $ 2,508,010.77 | $ 249,167.69 | $ 64,739.56 | $ 50,966.19 | $ 16,279.24 | $ - | $ - | $ - | $ 3,654,078.96 | $ 131,984.99 | $3,786,063.95 |
| 2018 | 383 | $ 778,054.80 | $ 2,670,248.22 | $ 254,496.17 | $ 66,945.37 | $ 254,174.53 | $ 16,355.64 | $ - | $ - | $ - | $ 3,702,799.19 | $ 337,475.54 | $4,040,274.73 |
| 2019 | 355 | $ 1,173,608.67 | $ 2,453,149.75 | $ 378,036.50 | $ 129,791.20 | $ 308,678.40 | $ 43,665.57 | $ - | $ - | $ - | $ 4,004,794.92 | $ 482,135.17 | $4,486,930.09 |
| 2020 | 288 | $ 678,317.92 | $ 2,031,883.20 | $ 371,016.73 | $ 77,135.44 | $ 177,492.00 | $ 33,427.04 | $ - | $ - | $ - | $ 3,081,217.85 | $ 288,054.48 | $3,369,272.33 |
| 2021 | 319 | $ 944,925.41 | $ 1,850,278.94 | $ 336,787.94 | $ 407,545.05 | $ 604,175.12 | $ 54,742.25 | $ - | $ - | $ - | $ 3,131,992.29 | $ 1,066,462.42 | $4,198,454.71 |
| 2022 | 303 | $ 428,963.93 | $ 1,870,653.49 | $ 227,583.34 | $ 77,868.50 | $ 318,988.95 | $ 37,340.36 | $ - | $ - | $ - | $ 2,527,200.76 | $ 434,197.81 | $2,961,398.57 |
| 2023 | 319 | $ 979,811.41 | $ 3,115,397.69 | $ 370,680.82 | $ 225,479.29 | $ 1,001,682.58 | $ 91,108.91 | $ - | $ - | $ - | $ 4,465,889.92 | $ 1,318,270.78 | $5,784,160.70 |
| 2024 | 275 | $ 584,884.53 | $ 1,570,307.08 | $ 232,584.25 | $ 268,392.85 | $ 374,463.17 | $ 93,704.77 | $ - | $ - | $ - | $ 2,387,775.86 | $ 736,560.79 | $3,124,336.65 |
| 2025 | 382 | $ 440,769.04 | $ 837,060.39 | $ 185,675.01 | $ 207,471.48 | $ 200,028.02 | $ 147,080.49 | $ - | $ - | $ - | $ 1,463,504.44 | $ 554,579.99 | $2,018,084.43 |
| 2026 | 321 | $ 138,501.90 | $ 249,155.55 | $ 52,749.62 | $ 290,042.83 | $ 264,178.42 | $ 158,266.99 | $ - | $ - | $ - | $ 440,407.07 | $ 712,488.24 | $1,152,895.31 |
| Totals | 24387 | $ 88,827,894.49 | $ 195,453,351.40 | $ 50,399,312.76 | $ 4,197,793.19 | $ 12,521,658.65 | $ 1,635,749.47 | $ 9,765,027.88 | $ 31,481,409.67 | $ 57,408.22 | $ 293,376,712.88 | $ 18,355,201.31 | $311,731,914.19 |