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March 16, 2021

The following (Q&A) will serve as Amendment #1 to NYSIF's Request for Proposals (RFP) for Third Party Administrator (TPA) Services, bid number 2021-17-INS. Material in this Amendment supersedes any contradictory material in the RFP.

Please note that the due date for the submission of bids **remains unchanged**.

All bids are due March 30, 2021, by 2:00 p.m.(eastern).

Sincerely,

*Megan McClune*

Megan McClune  
Contract Management Specialist

**Third Party Administrator (TPA) Services  
RFP #2021-17-INS  
Amendment 1**

Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
1			Will TPAs be considered only if they can administer both the worker's compensation claims as well as disability and PFL?	No, bidders may bid on either Claims or DB, or both. For the WC administration categories (A, B & C) there are bidding/award conditions. Please see Section 1.4 for greater detail.
2			Do the disability and PFL claims refer to those under NYDBL/PFL only?	Yes. Statutory NY Disability and Paid Family Leave.
3			I see the NDA has a notary section – is it required to be notarized?	Yes; however, the NDA is not required for the proposal submission. The NDA will be required after an award has been issued to the Bidder.
4			Does Appendix M have to be completed if the RFP states there are no MWBE or SDVOB requirements for this RFP?	Appendix M - Bidders must complete Forms 101 & 106 to address EEO in their Bid Submission. If a vendor is able to utilize an MWBE Subcontractor they should also complete Form 103.  Appendix S - This is not required unless Bidders are able to utilize an SDVOB subcontractor. If a vendor is able to utilize an SDVOB subcontractor NYSIF requests the Bidder include the completed Form S-100 with their bid submission.
5			Regarding the implementation of Attachment 5, NYSIF File Layout, can you please elaborate on what the expectation is of the successful bidder, meaning, would we need to set up this file layout, exactly, in our system to accommodate the SIF work? Most of this coding already exists in our system but it does not follow this same layout. Would it be possible for you to send a blank data string layout as an example? Is the layout necessary for reporting purposes to SIF, or data input purposes by the TPA?	Yes, Bidders must match the File Layouts as outlined under Attachment 5. A Bidder may include under their "Comments & Limitations" a request to change the file layout; however, NYSIF reserves the right to decline any requested changes to the File Layout and require Bidders to meet the original specification under Attachment 5.  Additional file information will be provided upon award.
6	15	2.1 Mandatory Requirements	What is the annual workers' compensation claim volume by line of coverage?	Information will be provided upon issuance of an award.
7	15	2.1 Mandatory Requirements	If multiple TPA's are contracted, what is the estimated frequency for Lost Time and Medical Only claims?	Information will be provided upon issuance of an award.
8	15	2.1 Mandatory Requirements	Can you provide a detailed loss run?	Information will be provided upon issuance of an award.
9	15	2.1 Mandatory Requirements	How many historical claims will we acquire, if applicable?	Information will be provided upon issuance of an award.

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10			Whether companies from Outside USA can apply for this? (like,from India or Canada)	<p>Yes; however, Bidders must have a physical presence in the State of New York and they must be available during standard business hours for Eastern Standard Time.</p> <p>Additionally, Contractor, and any subcontractors, shall not transmit outside of or access from outside the United States NYSIF's Confidential Information and Data. NYSIF shall have the right to terminate this Contract at any time if Contractor, and/or any subcontractors, transmit outside of or access from outside the United States NYSIF's Confidential Information and Data in violation of this provision. For purposes of this Contract, the term "Confidential Information and Data," shall include all non-public information and data of NYSIF which Contractor has had access to (including prior to effective date), will have access to, or will create or prepare, whether in verbal, written, visual, graphic, electronic or machine-readable form.</p>
11			Whether we need to come over there for meetings?	NYSIF may require in person meetings.
12			Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	<p>No, Contractor, and any subcontractors, shall not transmit outside of or access from outside the United States NYSIF's Confidential Information and Data. NYSIF shall have the right to terminate this Contract at any time if Contractor, and/or any subcontractors, transmit outside of or access from outside the United States NYSIF's Confidential Information and Data in violation of this provision. For purposes of this Contract, the term "Confidential Information and Data," shall include all non-public information and data of NYSIF which Contractor has had access to (including prior to effective date), will have access to, or will create or prepare, whether in verbal, written, visual, graphic, electronic or machine-readable form.</p>
13			Can we submit the proposals via email?	Yes

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14	5	Fee Schedule Proposal/Appendix D category D Disability and Paid Family Leave Claim Handling Services	Definition of Paid Family Leave claim does not include Covid-19 Quarantine claims. Please confirm if these claims will be included in the claim types covered in Category D.	No.
15	24	Third Party Administration	How will prior DB/PFL claims accumulators be shared for purposes of accurately accounting the 26 weeks in a 52 week period maximum?	If required NYSIF will provide this information.
16	24	Third Party Administration	Is the full eligibility file shared with the TPA? How often will eligibility be shared and what vendor(s) are used to submit eligibility and in what format: proprietary or standard HIPAA 834? Will there be multiple eligibility files for different employers/members?	Employee eligibility is determined based NYS Disability Benefits & Paid Family Leave law. NYSIF does not collect full employee-level data from policyholders. Any policy- level eligibility information, such as coverage and exclusion endorsements, would be shared with the TPA upon award.  NYSIF's File Format for DB/PFL Claims is unique to NYSIF and is further detailed in Attachment 6.
17	22	Third Party Administration/ Technical Specifications/ RFP#2021-17INS	How was the volume(11,000) of DB and PFL (12,000) determined: unique claims paid or number of actual segments paid/denied?	This is an estimate of NYSIF's future volume based on claim trends. Note, this estimated volume reflects NYSIF's anticipated total volume of claims. This is not a projection or estimation of the volume of claims that will be assigned to the awarded Bidder. No minimum amount of work is guaranteed.
18			We presume the NYS DB-450 form is used to submit DB claims and the current NYS Paid Family Leave forms will be used as well. Will there be a need to modify any part of the forms to identify the TPA to submit claims?	Yes. Information will be provided upon contract execution.
19	37 b i	D. Category D: Disability Benefits and Paid Family Leave Claims Handling	Is the NYSIF requesting self-funded DBL and PFL claims processing? Or Fully Insured DBL and Self-Funded PLF claims processing? There is reference to Claim reserving practices in addition to setting up a bank account, I assume to pay claims from.	NYSIF will supply the funds for the Bank Account, the Bidder would not need to "self-fund." Please refer to the "Bank Account" section on page 24.
20	23	Appeals Process	Will the TPA handle the initial Appeals/Reconsideration Process or will NYSIF handle appeals or reconsideration	The TPA will handle the Appeals/Reconsideration process.
21			Can we be provided with average daily/monthly call volume and average call handle time or too early in the process/?	Information will be provided upon issuance of an award.
22	2	Appendix Z - Fee Schedule Proposal - Medical Only Claim	Can you confirm the medical only definition does not contain a paid threshold. Is NYSIF open to pricing with and without a threshold.	Our MO category does not include a paid threshold amount. For the purpose of this RFP, bidders should keep bid amounts within format prescribed in Appendix Z.

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23	5	Appendix Z - Fee Schedule Proposal - One-Time Implementation Fees	Section states costs associated with data transfer & IT start-up. Can you confirm if takeover claims are part of the RFP. If so, can you confirm that would be all open and closed claims. Also, can you provide an approximate number of insured's for WC and number of covered lives for disability.	Takeover claims are not anticipated for Disability/Paid Family Leave; however, NYSIF reserves the right to issue takeover claims to the awarded Bidder if it is determined to be in the best interest of NYSIF.
24	5	Appendix Z - Fee Schedule Proposal - One-Time Implementation Fees	Will any output files from the TPA RMIS be required	<p>Please refer to NYSIF's RFP for reporting requirements from the TPA's Claims Management System (CMS) as well as other reports related to any claims issued to the TPA. Some section references from the RFP include but are not limited to Sections 2.2 &amp; 2.3.4 and Attachment 6. Also included would be any standard reports required for the administration of DB/PFL claims in the State of New York and under the NYS Department of Financial Services.</p> <p>Additional detailed information on reporting requirements will be provided upon award.</p> <p>Please also note, there are requirements within the RFP, specifically under Appendix T, related to information security requirements and reports to ensure the Bidder has sufficient security protocols.</p>
25	5	Appendix Z - Fee Schedule Proposal - One-Time Implementation Fees	Types of Claim Output Files. Cumulative Claim ii. Transactional Financials iii. Adjusters' Notes	See response under question 24.
26	8	Section 1.4 Purpose of this RFP	We understand no minimum but can you provide an approximate claim volume for WC and the total amount of covered lives.	Information will be provided upon issuance of an award.
27	16	Section 2.2, Claims Management System (CMS) Mandatory Requirements	Question 2 - Will OSHA Management be required from the TPA RMIS (Y/N)	No, OSHA Management be required.
28	16	Section 2.2, Claims Management System (CMS) Mandatory Requirements	Question 4 - Number of Full TPA RMIS Users for WC and Disability.	Unclear what RMIS stands for. If referring to the Claims Management System referenced in Section 2.2, we estimate that fewer than 10 client users shall require remote access.

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29	16	Section 2.2, Claims Management System (CMS) Mandatory Requirements	Question 4 Number of Claim Inquiry Only Users	If referring to Claims Management System, remote client user access (referenced in Section 2.2), we estimate fewer than 10 client users shall require remote access.
30	17	Section 2.2, Claims Management System (CMS) Mandatory Requirements	Question 12 - Please provide examples of Dashboards, Reports (Including Allocation Systems, Scorecards, etc.) required from the TPA RMIS.	Bidders shall supply details and/or examples of their system's dashboards/ reports, and capabilities and verify that requirements under Section 2.2.
31	9	Category D: Disability Benefits and Paid Family Leave Claim Handling Services	Based on the information in the RFP there is an ability to award 2 partners the DBL/PFL business. If 2 partners are awarded the business what would the mechanism be to distribute the work between both partners? How many claims would we receive per month?	Information will be provided upon contract execution.
32	32	Section 4.1, Bid Preparation	Just to confirm, the final response may be submitted electronically, correct. There is no hard copies being requested.	Yes, Bidders may submit their proposal electronically. Hard copies are not required; however, if a hard copy is provided, Bidders MUST include an <b>exact</b> electronic copy of the proposal on a USB Flash drive or via email.
33	32	Section 4.2, Bid Format	This statement seems to inference that there are three separate responses the State is requesting. However, at the end of that section it states: "PLEASE PROVIDE THE INFORMATION IN THE SAME ORDER IN WHICH IT IS REQUESTED." And then Sections 4.2.1 – 4.2.8 stipulate the exact format and contents that are to be provided. Is this the format in which vendors are to provide a response? Or are there three separate responses that make up the 'Administrative' proposal; the 'Technical' proposal, and the Cost Proposal? If the latter is true, what does the State which to see in each of these three responses?	Bidders are to follow the format outlined under Section 4.2.1 - 4.2.8 of the RFP for the proposal submission.  The "Technical" proposal would include information required under Sections 4.2.1 - 4.2.7 of the RFP. The "Administrative" proposal would be the required Appendices listed in Section 4.2.8 of the RFP, with the exception of the Appendix Z Fee Schedule. The "Cost" would include the Bidders Appendix Z Fee Schedule response.
34	15	Sect 2; Sub Sect 2.1 Mandatory Requirements Paragraph 6	[Vendor] would like to inquire if NYSIF would accept Bid Proposals for standalone Center for Medicare/Medicaid Services Medicare Set Aside (CMS MSA) services for NYSIF Category A, B, and C claims, and the corresponding TPA companies that are awarded contracts. [Vendor] can offer preferred pricing specifically for NYSIF claims and coordinate all work with the selected TPA's, if designated as a preferred MSA partner. In addition, as part of our MSA service, we have the capabilities to address/reduce all Medicare/Medicaid Conditional Liens.	Not relevant to this procurement.

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35	15	Sect 2: Sub Sect 2.1 Mandatory Requirements Paragraph 7	[Vendor] would like to inquire if NYSIF would accept Bid Proposals for standalone CMS SCHIP Act of 2007 Reporting (Sect 111 Mandatory Insurer Reporting). [Vendor] has developed state of the art Sect 111 Reporting platform with advanced analytics and predictive modeling for claim outcomes, duration of claim. Correct reporting errors prior to required quarterly submission to CMS.	Not relevant to this procurement.
36	15	Sect 2; Sub Sect 2.1 Mandatory Requirements - general	[Vendor] would like to inquire if NYSIF would accept Bid Proposals for a fully comprehensive CMS Medicare/Medicaid Compliance program. This program would include CMS SCHIP Act of 2007 Reporting (Sect 111 Mandatory Insurer Reporting), CMS MSA services, Medicare/Medicaid Conditional Lien Resolution Services, and Post Settlement CMS MSA Administration (Self Admin Support and Full Admin) services.	Not relevant to this procurement.
37	RFP Page 19 of 46	Section 2.3.1 Category A. Comprehensive Claims Administration Services b. 9) and b. 10)	The RFP requests bidder provide NYSIF a copy of the most recent SOC1, and Type I and Type II Service Auditor's reports for the SSAE No. 16. Will the NYSIF accept the Auditor's Opinion "Summary" Letter or a redacted copy?	No, Bidders must provide to NYSIF a copy of your most recent SOC1 or another audit/control report if a SOC1 report has not been prepared  OR Provide to NYSIF the Type I and Type II Service Auditor's Reports for the SSAE No. 16 within a reasonable time after such report is finalized for release.
38	RFP Page 35 of 46	Section 4.2.4 Section A. Technical Experience/Description of Proposed Services, Category A: Comprehensive Workers' Compensation Claims Administration, 3)	Item 3) requires a disaster recovery description. Please confirm a summary overview without sensitive and confidential information is acceptable.	A summary overview without sensitive and confidential information is acceptable for the Bidder's proposal submission. NYSIF reserves the right to request additional information from a Bidder upon Award.

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39	202100108_Attachment_3-Non_Disclosure_Agreement_NDA. Page 2 of 8	Section 2 Agency Confidential Information, #c.	Based on the language, will a modification be accepted? <i>"CONTRACTOR shall also cause each of its employees to execute appropriate non-disclosure agreements prohibiting the disclosure of CPI and AGENCY Confidential Information to other affiliates of CONTRACTOR except where disclosure is necessary in order to perform the relevant services under the Agreement".</i>	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
40	202100108_Attachment_3-Non_Disclosure_Agreement_NDA	Section 2 Agency Confidential Information, #c.	This section states <i>"Contractor shall also cause each of its employees to execute appropriate non-disclosure agreements prohibiting the disclosure of CPI and AGENCY Confidential Information to other affiliates of Contractor"</i> . Bidder does not typically have employees execute non-disclosure agreements. The Bidder Human Resource Employee Handbook has the following sections "Confidential Nature of Company/Client Affairs". Bidder also requires all employees comply with a "Privacy Policy" and "HIPAA Policy" that governs confidential information that employee handbook references full documents in addition to a Code of Conduct policy. All employees have access to the Employee Handbook, and Code of Conduct in their HR record. The Senior Management and/or Legal Department is responsible for signing non-disclosure agreements. Does this satisfy the non-disclosure agreement requirements?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
41	NYSIF Exhibit C Contract Provisions - Page 11 of 14	Section 31. Confidentiality Clause - Paragraph 5, Second Sentence	Any request for information from third parties shall be reported to NYSIF in writing within 24 hours. <i>"News releases pertaining to this project will not be made without prior NYSIF approval"</i> . Does this request for information apply to subpoenas?	The Vendor is obligated to respond to a valid subpoena, however the following provision which is included in the Non-disclosure agreement attached would apply to this scenario:  The Vendor must "provide prompt notice of such Legal Requirement to the Agency so the Agency may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement."
42	RFP Page 7 of 46	Section 1.2 Inquiries/Issuing Office/Designated Contact	If additional clarification is required after the release of answers to questions, will the NYSIF allow the opportunity for clarification requests?	No.



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43	Appendix I Bidder References	Verifiable References	May the Bidder submit more than three (3) verifiable references?	Yes, but bidder will receive no additional scoring credit for doing so.
44	RFP 16 of 46	Section 2.2 Claims Management System (CMS) Mandatory Requirements, #3.	RFP requires successful implementation within 90 days of award letter. Data conversion typically takes 6-8 weeks <b>after "proper, timely and accurate" data is received</b> from the incumbent TPA. If the incumbent TPA does not provide data timely or accurately, will the <b>incumbent</b> TPA be penalized? Will the TPA awarded the contract be forgiven any penalties due to the delay or inaccurate data received not under the control of the new TPA?	The Bidder would not be penalized for delays incurred outside of their control; however, the Bidder must keep NYSIF notified of any issues during the transition process to ensure NYSIF can take appropriate action. In this scenario NYSIF would work with the incumbent to ensure they are providing the data required to ensure a smooth and timely transition.
45	RFP Page 8 of 46	Section 1.4 Purpose of this RFP, Category A, Category B, and Category C.	Bidder understands NYSIF does not guarantee a minimum amount of work, but will the NYSIF please confirm that "some" work will be given to Bidder(s)? What is the anticipated or desired volume of claims that <b>may</b> be referred to Bidder(s) for Workers' Compensation Categories A, B, and C?	Information will be provided upon issuance of an award.
46	RFP Page 8 of 46	Section 1.4 Purpose of this RFP, Category A, Category B, and Category C.	Who are the current Contractors for each Category for this contract? How many claims per category have been referred to Contactors each year for the last five (5) years?	Not relevant to this procurement. Claim counts and estimations shall be provided upon issuance of an award.
47	RFP Page 33 of 46	Section 4.2 Bid Format	Please confirm Appendix T, the Vendor Security Survey should be submitted on a separate USB Flash Drive. If not, please confirm it should be on the Administrative, Technical or Cost proposal USB flash drive.	Appendix T does not need to be submitted on a separate USB Flash drive; however, the Appendix T response should be a separate electronic file, separate from the Administrative/Technical/Cost response.
48	RFP Page 8 of 46	Section 1.4 Purpose of this RFP, Category A, Category B, and Category C.	Please confirm if claims submitted to the TPA(s) awarded the contract for services will receive only new claims, or is it possible the new TPA(s) may receive pending inventory (currently open claims)? If Category B or C claims are referred to a Bidder who did not handle the Category A claim, it would seem that a data conversion would have to be performed. It takes the same amount of time to convert 1 claim vs. 5,000 claims. This may be an important consideration for pricing if Bidders cannot submit data conversion fees.	We anticipate that Category A services shall be used primarily for the administration of new claims; however, a transfer of existing claims is also a possibility. The possible cost of data conversion should be reflected in bids for Categories A, B and C.

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49	RFP Page 30 of 46	Section 3.1.3 Quantitative Factor for NYS Certified Minority and Women Owned Businesses, small Businesses, and Service Disable Veteran Owned Business as defined in NYS Executive Law, #a.b.c.d.	This section referred to the "Bidder" as a Certified M/WBE, Small Business or Veteran Owned Business. If the Bidder, who is not one of the Certified Business, utilizes one of the Certified Businesses, as a Sub-Contractor as approved by the NYSIF, for a portion of the service requirements, will the Bidder be considered for the 5% of the Evaluation Criteria noted in Section 3.1 Evaluation Criteria? And if a Sub-Contractor is used in such manner, is there a contract percentage that is required to be awarded to the Sub-Contractor, dependent on the annual contract value for the Bidder?	<p>The Prime Bidder must meet the criteria outlined under Section 3.1.3 to be eligible for the 5% under the Evaluation.</p> <p>For the purposes of this contract there are no mandatory goals for MWBE and/or SDVOB utilization; however, NYSIF still encourages bidders to use certified firms where feasible.</p>
50	Appendix Z Fee Schedule Proposal	Category A. Comprehensive Workers' Compensation Claims Administration - Life of Claim Administration Fees, Category B Permanent Disability Claims Life of Claims Administration Fees, and Category C, Second Injury Fund WCL Life of Claim Administration Fees.	The Fee Schedule document requests "Life of Claim" Fee for Categories A, B and C. Would the NYSIF also like a Life of Contract Fee, if for an unknown reason, the Agreement for the contract terminates?	Not required for this procurement. Discussion on that topic may be entertained upon issuance of an award.
51	Appendix Z Fee Schedule Proposal	Category A. Comprehensive Workers' Compensation Claims Administration - Bill Review/Repricing Fees.	Please confirm Bill Review/Repricing Fee does not include PPO, HMO, MCO or other Network Access Fees. Please confirm that PPO, HMO or MCO fees are considered Allocated Loss Expense.	Bill Review/Repricing Fee's must include all charges related to the review and repricing of a medical bill and shall be considered an Allocated Loss Adjustment Expense (ALE). Savings/ reductions (or separate fees) associated with PPOs, HMOs, or MCO's shall not be included in the Bill Review/Repricing fee on Appendix Z. The classification of fees payable in connection to PPO, HMO or MCO may be discussed upon the issuance of an award.

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52	Page 8 of 46	Section 2.3.1 Category A. Comprehensive Claims Administration Services - "utilization of a preferred provider network", and page 19 of 46, #19 - "apply Preferred Provider and/or Health Maintenance Organization discounts".	Does the NYSIF participate in, or wish to participate in an qualified MCO? If yes, does the NYSIF want the option to have the TPA do utilize the "NYSIF" MCO/HMO or PPO, or an MCO/HMO developed or contracted by the TPA.	Not required for this procurement.
53	Appendix Z Fee Schedule Proposal	Category A. Comprehensive Workers' Compensation Claims Administration - Life of Claim Administration Fees, Category B Permanent Disability Claims Life of Claims Administration Fees, and Category C, Second Injury Fund WCL Life of Claim Administration Fees.	If a TPA is managing a Category A claim that turns into a Category B or C claim, will the TPA continue to handle such claim? If the TPA is handling a Category A claim, will the TPA get additional compensation (fee per claim) if the claim converts to a Category B or Category C claim?	If a Category A claim evolves into a Category B or C claim, the TPA shall continue to administer, as NYSIF would have paid a "Life of Claim" fee for the administration of that loss. No additional fee for administration would be paid.
54	17	2.3.1	is there any overlap between groups B and C	Yes, there is the potential for overlap in Categories B and C, but only one fee would apply.
55	2.4	26	Does ALE EXPENSE include: Bill review/clearing house fees? MSA's? PAR services if provided by TPA? 3M EAPG and MAPG services if provided by TPA? RTW and NCM; banking ffees? Postive Pay and Direct Deposit fees? services if provided by TPA?	Bill Review/ Repricing fees are paid as an ALE and must be inclusive of all fees related to the bill review and repricing services.
56	2.5b	26	FILE Layout Changes 90 days to comply?	Yes, NYSIF will provide the Contracted Vendor 90 days to comply with the File Layout Change.
57	2.6 a 1and2	26	If contract expires or is terminated, must contractor continue to manage claims	Please refer to section 2.6(a) of the RFP for information on how claims are handled upon expiration/termination of the contract.
58	2.7.1 APP Z	27;143-146	without compensation or will compensation continue as per preceding term or	The Vendor will continue to be compensated per the Fees outlined in their Appendix Z Fee Schedule subject to Section 2.6(a) and Section 2.7.1.

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59			as negotiated under 2.7.1 ? Is NYSIF seeking life of claim or annual pricing? Please explain the billing process for contracts awarded under RFP 2015-32CL and how the billing under the present RFP will differ from same.	Appendix Z Fee will remain fixed for the first 3-years of the contract; thereafter, the fees may be increased for each subsequent annual period as outlined in Section 2.7.1.  The administrative "Life of Claim" fee is a 1x payment.  Billing under previous contracts is not relevant to this RFP.
60	2.3.1;2.3.2; 2.3.3	17-21	Will data conversion fee be allowed based on the volume of claims assigned? Can NYSIF estimate the number of claims to be assigned to each Contractor?	No. Please refer to "Important Note" on Page 2 of Appendix Z.
61	10 of 46	Section 1, general information, 1.8 insurance requirements, 2nd paragraph	Is NYSIF willing to modify this insurance provision to state that only "any commercial general liability or auto coverage shall be primary"?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
62	10 of 46	Section 1, general information, 1.8 insurance requirements, 2nd paragraph	Is NYSIF willing to modify this insurance provision to read "should any of the described policies be cancelled prior to the expiration date thereof, notice will be delivered in accordance with policy provisions" rather than endorsed to provide written notice 30 days prior to cancellation?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
63	11 of 46	Section 1, general information, 1.8 insurance requirements, 3rd paragraph	Is NYSIF willing to modify this insurance provision to show that the bidder will "include" rather than "name" NYSIF as an additional insured?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
64	11 of 46	Section 1, general information, 1.8 insurance requirements, 3rd paragraph	Is NYSIF willing to modify this insurance provision to replace the wording "an additional insured endorsement" to "relevant policy language"?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
65	11 of 46	Section 1, general information, 1.8 insurance requirements, 3rd paragraph	Is NYSIF willing to modify this insurance provision to replace the wording "evidence of coverage shall be provide on request" to on annual renewal of coverage?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
66	11 of 46	Section 1, general information, 1.8 insurance requirements, 4th paragraph	Is NYSIF willing to modify this insurance provision to remove the wording "deductibles and self-insured retentions must be approved by NYSIF? Such approval shall not be unreasonably withheld".	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.

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67	11 of 46	Section 1, general information, 1.8 insurance requirements, 7th paragraph	Is NYSIF willing to modify this insurance provision to add the word "intentionally" suspend or invalidate any of the required coverages.	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
68	11 of 46	Section 1, general information, 1.8 insurance requirements, 8th paragraph	Is NYSIF willing to modify this insurance provision to change the wording from "30 days prior" to "five days following expiration or renewal date" AND "amendatory endorsement" to "relevant policy language"?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
69	12 of 46	Section 1, general information, 1.8 insurance requirements, #2, 4	Will NYSIF agree to modify this provision to say "contingent" bodily injury and arising out of "Commerce transaction, internet media and web portal services" AND responsible for payment of all claim expenses and loss payments within the "retention"?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
70	12 of 46	Section 1, general information, 1.8 insurance requirements, #2, 5	Will NYSIF accept the bidder's crime coverage in lieu of a performance bond?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
71	13 of 46	Section 1, general information, 1.8 insurance requirements, #2, 2nd paragraph after #5	Will NYSIF accept the bidder's changes to this provision as follows: Awarded Bidder shall furnish evidence of all policies to NYSIF, before any work is started. Certificates of Insurance may be supplied as evidence of such aforementioned policies; <del>however, if requested by the Agency, the Bidder shall deliver to NYSIF within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete.</del> If a Certificate of Insurance is submitted it must: (1) be signed by an authorized representative of the insurance carrier or producer and notarized; (2) disclose any deductible, self-insured retention, aggregate limit <del>or any exclusions to the policy that materially change the coverage;</del> (3) indicate the Additional Insureds and <del>Named Insureds</del> as required herein; (4) reference the Agreement by number on the face of the certificate; and (5) expressly reference the inclusion of <del>all</del> <i>additional insured status</i> as required <del>endorsements?</del>	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.

**Third Party Administrator (TPA) Services  
RFP #2021-17-INS  
Amendment 1**

Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
72	13 of 46	Section 1, general information, 1.9 participation by MWBE and 1.10 for SDVOB	May we confirm that there are no MWBE or SDVOB goals? The RFP says there is not sufficient opportunities but appendix M shows 25% goals. Are good faith efforts required?	There are no Mandatory MWBE or SDVOB goals under this contract; however, NYSIF still encourages Bidders to use MWBE and/or SDVOB certified firms where possible.  The "25%" that you are referring to relates to how spending can be counted towards an "aspirational goal". The spending that can be reported towards aspirations goals is limited by the terms outlined in Section II(B) of Appendix M
73	17 of 46	Section 2, technical specifications, 2.3 services to be provided	Can NYSIF provide any data that would provide an estimated size of the program in terms of average employer size and claim volumes for each category?	Typically, TPA services are sought only by our largest of policyholders (multi-million dollar policies). Discussion on claim estimates may be entertained upon issuance of an award.
74	17 of 46	Section 2, technical specifications, 2.3 services to be provided, 2.3.1 Category A, comprehensive services to be provided, a. 1	Where will claims be initially reported to? How does the intake for the disability claims take place? Will an employee of the insured call and say they are calling in for NYSIF or will the NYSIF call in the claim to the TPA?	For Category A, the most likely scenario is that claims will be reported to the TPA by the employer and/ or the injured worker. Same as above for Category D.
75	20 of 46 and 23 of 46	Section 2, technical specifications,#14 and Section 2, technical specifications, data exchange, 1.	Is NYSIF willing to extend the data string implementation beyond the 90 days required?	No
76	21 of 46	Section 2, technical specifications, 2.3.2 Category B: permanent disability claims, 2nd paragraph	When creating applicable claim files, will this include new claims only?	No, Claims falling under Category B shall be existing claims, not new.
77	21 of 46	Section 2, technical specifications,2.3.2 Category B: permanent disability claims, 2nd paragraph	How will the TPA be notified of a claim and does the claims data come from NYSIF or the employer? Is there a lag time?	The origination and transfer of claim data can vary, depending on the award. More typically, however, the claim notification shall come from an employer for administrative services falling under category A, and from NYSIF for claims services falling under categories B and C.

**Third Party Administrator (TPA) Services  
RFP #2021-17-INS  
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Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
78	22 of 46	Section 2, technical specifications, 2.3.4 Category D: disability and paid family leave claim handling services, 2nd paragraph	Is NYSIF willing to accept a change to remove the word "cash" benefits	Yes. Assuming that this is being questioned because no "cash" transactions are actually taking place (check or direct deposit is the typical method of benefit payments).
79	22 of 46	Section 2, technical specifications, 2.3.4 Category D: disability and paid family leave claim handling services	Will the bidder need to build out the employer files in advance of receiving claims? Where will the files come from?	<p>Yes, Bidders will need to build out the employer files in advance of receiving claims.</p> <p>NYSIF would provide the information to the Bidder to build out the employer files.</p> <p>NYSIF does not require the TPA to maintain employee level information unless it is linked to a Claim.</p>
80	22 of 46	Section 2, technical specifications, 2.3.4 Category D: disability and paid family leave claim handling services	What reporting requirements will the bidder responsible for?	<p>Please refer to NYSIF's RFP for reporting requirements from the TPA's Claims Management System (CMS) as well as other reports related to any claims issued to the TPA. Some section references from the RFP include but are not limited to Sections 2.2 &amp; 2.3.4 and Attachment 6. Also included would be any standard reports required for the administration of DB/PFL claims in the State of New York and under the NYS Department of Financial Services.</p> <p>Additional detailed information on reporting requirements will be provided upon award.</p> <p>Please also note, there are requirements within the RFP, specifically under Appendix T, related to information security requirements and reports to ensure the Bidder has sufficient security protocols.</p>
81	22 of 46	Section 2, technical specifications, 2.3.4 Category D: disability and paid family leave claim handling services	Will the bidder need to coordinate disability or paid family leave benefits with another TPA? If so, how will the bidder be informed so that the right employee gets to the right TPA?	No.

**Third Party Administrator (TPA) Services  
RFP #2021-17-INS  
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Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
82	22 of 46	Section 2, technical specifications, 2.3.4 Category D: disability and paid family leave claim handling services	Are there interface files that the bidder would need to build out to share information with other selected TPAs?	No.
83	22 of 46	Section 2, technical specifications, 2.3.4 Category D: disability and paid family leave claim handling services	Where do the individual claim notifications go initially?	If bid is awarded we anticipate claims to be submitted directly to the TPA.
84	22 of 46	Section 2, technical specifications, 2.3.4 Category D: disability and paid family leave claim handling services	Are there any approved TPA's that are currently handling NYSIF disability claims?	No.
85	25 of 46	Section 2, technical specifications, other requirements, #25	Is there currently subrogation services, indemnification, alternate coverage or liens for disability/paid family leave claims?	Yes.
86	25 of 46	Section 2, technical specifications, other requirements, #28	Does NYSIF currently issue and file appropriate forms in compliance with applicable federal regulations, including to vendors, recipients of Allocated Loss Adjustment Expenses payments and claimant's attorneys paid pursuant to a lien on DB or PFL compensation payments, under TPAs Federal Tax ID number for disability/paid family leave claims?	NYSIF provides 1099 forms.
87	27 of 46	Section 2, technical specifications, 2.6 Term, a.3	Is NYSIF willing to modify this provision for services post termination of the contract? The fees for future services would be the responsibility of NYSIF.	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
88	28 of 46	Section 2, technical specifications, 2.8 subcontracting	Is appendix V for subcontractors to be completed, signed and sent in with the Bidder's response, directly to NYSIF or both?	Yes
89	28 of 46	Section 2, technical specifications, 2.8 subcontracting	If the bidder utilizes NYSIF's current vendors, will NYSIF share the panel composition and rates?	No
90	28 of 46	Section 2, technical specifications, 2.8 subcontracting	If the bidder agrees to use NYSIF's approved vendors will the bidder need to complete any forms regarding subcontractors?	Yes
91	28 of 46	Section 2, technical specifications, 2.8 subcontracting	Are allocated loss adjustment vendors such as IME companies and investigation and surveillance considered a subcontractor?	No, but NYSIF does reserve the right to approve/ deny vendors and rates.



**Third Party Administrator (TPA) Services  
RFP #2021-17-INS  
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Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
92	6 of 23	Exhibit B, general specifications, #16 prevailing wage rates public works and building services contracts	Is NYSIF willing to remove this provision since the bidder's proposal does not include or qualify as public works or building services contract?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
93	5 of 14	Exhibit C contract provisions,#7, A. disaster recovery plan, 1st paragraph	This section references Attachment A which was not included with the RFP. Can NYSIF provide this document?	The RFP document becomes "Attachment A" under the executed contract.
94	5 of 14	Exhibit C contract provisions,#7, A. disaster recovery plan, 1st paragraph	Is NYSIF willing to accept a redacted copy of bidder's DRP?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
95	5 of 14	Exhibit C contract provisions,#7, A. disaster recovery plan, 1st paragraph	Is NYSIF willing to accept changes to this provision to reflect that bidder's DRP will not be exclusive to the NYSIF program? Bidder's plan encompasses all applications and servers.	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
96	5 of 14	Exhibit C contract provisions,#7, A. disaster recovery plan, 1st paragraph	Is NYSIF willing to accept changes to this provision to reflect that the master DRP referenced is not exclusive to NYSIF and would be the bidder's Global Combined Overview?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
97	5 of 14	Exhibit C contract provisions,#7, A. disaster recovery plan, 1st paragraph	Is NYSIF willing to accept a change to this provision to reflect that the alternate electrical power for uninterrupted service is provided by the bidder's data centers and not provided directly by the bidder?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
98	5 of 14	Exhibit C contract provisions, B, 2. Access to disaster recovery plans	Is NYSIF willing to delete this provision as bidder does not permit client access to our DRPs?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
99	9 of 14	Exhibit C, contract provisions, 22. Remedies for breach, a. cover/substitute performance, paragraph three	Is NYSIF willing to agree that offsets will be as mutually agreed upon?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
100	9 of 14	Exhibit C, contract provisions, 22. Remedies for breach, b. withhold payment	Is NYSIF willing to remove or modify this provision to withhold payment in whole or part where a question of non-performance arises?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.

**Third Party Administrator (TPA) Services  
RFP #2021-17-INS  
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Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
101	9 of 14	Exhibit C, contract provisions, 2. Remedies for breach, d. reimbursement of costs incurred	Is NYSIF willing to remove this provision as such costs may not accurately represent damages?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
102	9 of 14	Exhibit C, 2. Remedies for breach, e. deduction/credit sums	Is NYSIF willing to remove this provision as such costs may not accurately represent damages?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
103	11 of 14	exhibit C, contract provisions, #30, information security clause	Will NYSIF accept "promptly" instead of immediately in the event of a breach?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
104	11 of 14	exhibit C, contract provisions, #31, confidentiality clause, 1st paragraph	Is NYSIF willing to modify this provision to add NYSIF Confidential Information includes but is not limited to, "as applicable to the services being provided"?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
105	11 of 14	exhibit C, contract provisions, #31, confidentiality clause, 2nd paragraph	Is NYSIF willing to modify this provision as follows: All material made available to the contractor or its staff "by NYSIF" will remain the property of NYSIF?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
106	11 of 14	exhibit C, contract provisions, #31, confidentiality clause, 4th paragraph	Is NYSIF willing to remove this provision due to confidentiality agreements with the bidder's other clients?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
107	12 of 14	Exhibit C, contract provisions, 34. Limitation of liability, b.	Is NYSIF willing to agree that any retention of monies from amounts due to bidder will be "as mutually agreed"?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
108	13 of 14	Exhibit C, contract provisions, 37. Insurance, 2nd paragraph	Is NYSIF willing to modify this insurance provision to add the word "intentionally" suspend or invalidate any of the required coverages?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
109	13 of 14	Exhibit C, contract provisions, 38. Insurance	Will NYSIF accept the bidder's crime coverage in lieu of a performance bond?	This must be included in the Bidders Proposal under "Comments and Limitations" (see section 4.2.7). This would be addressed during contract negotiations after the award has been made.
110	8	1.4 Purpose of This RFP	Do you have an estimate on the number of claims for Category A, B & C?	We do not have an estimate at this time. Discussion on that topic claim counts can be entertained upon issuance of an award.

**Third Party Administrator (TPA) Services  
RFP #2021-17-INS  
Amendment 1**

Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
111	8	1.4 Purpose of This RFP	How many claims in the past 5 years have you assigned to a TPA for Categories A, B & C?	Not required for this procurement. Discussion on that topic claim counts can be entertained upon issuance of an award.
112	8	1.4 Purpose of This RFP	What is the funding process for Category A, B & C?	Please refer to section 2, page 24 of the RFP for information on funding and reconciliation. NYSIF shall fund and reimburse the commercial bank account established in Trust of the New York State Insurance Fund. Funds shall be used to pay compensation benefits and appropriate ALEs. Administrative claim services shall be billed to NYSIF separately, on a monthly basis.
113	16	2.2 Claims Management System (CMS) Mandatory Requirements	Is there an estimate on the number of remote access users?	We anticipate that NYSIF shall require no more than 10 remote users, but that number may be exceeded if the needs of our customer (policyholder/ broker) require more users. Information will be provided upon issuance of an award.
114	41	4.3 Bid Submission & Delivery	If a bid is sent via e-mail what is the cap on file size?	The maximum file size NYSIF can receive via email is 36mb.  Note, it is acceptable to NYSIF for Bidders to send in proposals through multiple emails if the proposal file size is prohibitively large; however, it is the responsibility of the Bidder to ensure all parts of the submission are sent & received prior to the due date & time.
115	40	4.2.8 Appendices	For the MWBE/EEO Requirements and Procedures, how is the % calculated? Is it only based on the Allocated Expenses?	There are no Mandatory MWBE or SDVOB goals under this contract; however, NYSIF still encourages Bidders to use MWBE and/or SDVOB certified firms where possible.  There are no "percentage" requirements related to EEO. Vendors must have an EEO policy as outlined in Appendix M and Exhibit B, Clause 40.  If a Bidder is able to use an MWBE the spending that can be counted towards an "aspirational goal" is calculated and limited by the parameters outlined in outlined in Section II(B) of Appendix M.

**Third Party Administrator (TPA) Services  
RFP #2021-17-INS  
Amendment 1**

Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
116		Appendix Z Fee Schedule Proposal	Is 24/7 Nurse Triage a requirement for Category A?	24/7 Nurse Triage is not required for Category A. Appendix Z has been modified to omit that category. See attached "Appendix Z Revised".
117	9	Section 1	What are the numbers of claims to be assigned to the TPA(s) by claim type (workers' comp. lost time, workers' comp. medical only, disability, paid family leave, etc.) and claim status (open, closed, reopened, etc.)?	Information will be provided upon issuance of an award.
118	9	Section 1	How many TPAs will be selected?	Please refer to Section 1.7 "Method of Award / Distribution of Work"
119	9	Section 1	Does this involve open claims and closed claims, or just open claims?	The purpose of this RFP is for the administration of open claims.
120	9	Section 1	Will all claims be assigned at once or in blocks or sub-groups?	Information will be provided upon issuance of an award.
121	6	RFP Calendar	Please clarify the transition process and provide a timeline for the actual transition of work.	The RFP Calendar outlines NYSIF's projected timeline for the bidding process. As for the actual transition to work, information will be provided upon issuance of an award.
122	15	SECTION 2, TECHNICAL SPECIFICATION; Sub-Section 2.1 Mandatory Requirements	Will you consider proposals for PFL claims only? We have been processing PFL claims for the City of New York on behalf of AmTrust and Metlife since 2019 but only have 2-3 years DBL claims processing experience (15,000 claims); we have been administering statutory disability in New Jersey since 2014.	This information will be considered.



**APPENDIX Z (REVISED)  
FEE SCHEDULE PROPOSAL**

**THIRD PARTY ADMINISTRATOR (TPA) SERVICES  
RFP #2021-17-INS**

Bidder	_____	Contact	_____
DBA, if any	_____	Title	_____
Federal ID #	_____	Email Address	_____
Type of Firm	_____	Telephone #	_____
Address	_____	Fax #	_____
	_____	Web Address	_____

Please Note:

- Prices bid shall be "all inclusive". All prices shall include all direct and indirect costs, including, but not limited to, travel, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, system maintenance, system trouble shooting and modifications, all documents, reports, forms, reproduction, and any other costs..

Bidders are not to change, delete, or make any additions to this form, and are to supply only the bid information that is required. Failure to complete Appendix Z in the format provided may result in your bid being deemed nonresponsive and disqualified. No amount of work is guaranteed.

- NYSIF anticipates awarding contracts to several TPA's in each category, thereby creating panels for each category. The categories are as follows:
  - Category A: Comprehensive Workers' Compensation Claims Administration
  - Category B: Permanent Disability Claims
  - Category C: Second Injury Fund WCL §15.8 Claims
  - Category D: Disability and Paid Family Leave Claim Handling Services

Bidders for Category B and/or C panels must bid on, and be selected for, NYSIF's Category A panel to be considered for the Category B and/or C panel. Bidders for Category D need not bid on, or be selected for, Category A.

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

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

CATEGORY A: COMPREHENSIVE WORKERS' COMPENSATION CLAIMS ADMINISTRATION

**CATEGORY A  
COMPREHENSIVE WORKERS' COMPENSATION CLAIMS ADMINISTRATION**

**LIFE OF CLAIM ADMINISTRATION FEES:**

<p><b>INDEMNITY CLAIM</b> - For the purpose of determining the applicable life of claim fee, "Indemnity" shall be defined as when an injured worker loses time at work for more than the initial waiting period; or when a claim requires extensive investigation, has a hearing scheduled, or requires medical treatment outside of the Workers' Compensation Board's Treatment Guidelines</p>	\$
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<p><b>MEDICAL ONLY CLAIM</b> - For the purpose of determining the applicable life of claim fee, "Medical Only" shall be defined as when an injured worker only requires medical attention and does not miss work beyond the initial waiting period.</p>	\$
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<p><b>INCIDENT/ REPORT ONLY</b> - For the purpose of determining the applicable life of claim fee, "Incident" or "Report Only" shall be defined as an injury or event that does not rise to the level of WCB reportability, and does not require significant claims handling, contact or investigation, and is thought to be solely for the purpose of record keeping.</p>	\$
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**CLAIM INTAKE FEES:**

<p><b>24/7 First Notice of Loss Intake</b> - Must include all costs associated with the 24/7 receiving and processing the intake of claim information whether electronic, written, verbal, etc. This must also include follow-up phone call(s) if necessary.</p>	\$
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**BILL REVIEW/REPRICING FEES:**

In the box below, include a detailed description of the fees associated with your Medical Bill Review/Repricing Services. Bidders are to provide a flat, per bill rate.

	\$
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\* **Important Note:** If your company offers specialized claim services (nursing services, RTW services, etc.) not listed above, include a detailed description of the services in the body of your proposal, without specifying fees. If a contract is awarded, those services and rates shall be negotiated. Additionally, contractors must be able to meet NYSIF's file exchange requirements without "startup" or "programming" fees for Categories A, B & C. Any such costs should be anticipated by the contractor and incorporated into the fees listed above.

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

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**CATEGORY B  
 PERMANENT DISABILITY CLAIMS**

**LIFE OF CLAIM ADMINISTRATION FEES:**

<b>PERMANENT DISABILITY INDEMNITY CLAIM</b> - For the purpose of determining the applicable life of claim fee, "Permanent Disability Indemnity" shall be defined as a claim where the injured worker has been classified permanently disabled (Totally or Partially) by the NYS WCB, and the carrier (NYSIF) has been directed make continuing indemnity payments. These claims may be "capped" or "uncapped". If the bidder wishes to provide a separate rate for "capped cases", they may indicate that rate aside the second \$ in the adjacent column.	<b>Uncapped Rate</b>
	\$
	<b>Capped Rate</b>
	\$

<b>PERMANENT DISABILITY MEDICAL ONLY CLAIM</b> - For the purpose of determining the applicable life of claim fee, "Permanent Disability Medical Only" shall be defined as a claim where the injured worker has been classified permanently disabled (Totally or Partially) by the NYS WCB, and the carrier (NYSIF) is not responsible for making indemnity payments, only medical payments. These claims may be "capped" or "uncapped". If the bidder wishes to provide a separate rate for "capped cases", they may indicate that rate aside the second \$ in the adjacent column.	<b>Uncapped Rate</b>
	\$
	<b>Capped Rate</b>
	\$

\* **Important Note:** If your company offers specialized claim services (nursing services, RTW services, etc.) not listed above, include a detailed description of the services in the body of your proposal, without specifying fees. If a contract is awarded, those services and rates shall be negotiated. Additionally, contractors must be able to meet NYSIF's file exchange requirements without "startup" or "programming" fees for Categories A, B & C. Any such costs should be anticipated by the contractor and incorporated into the fees listed above.

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

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**CATEGORY C  
SECOND INJURY FUND WCL §15.8 CLAIMS**

**LIFE OF CLAIM ADMINISTRATION FEES:**

<b>SECOND INJURY FUND WCL §15.8 INDEMNITY CLAIM</b> - For the purpose of determining the applicable life of claim fee, "Second Injury Fund WCL §15.8 Indemnity Claim" shall be defined as a claim where the injured worker has been classified permanently disabled (Totally or Partially) by the NYS WCB, and the carrier (NYSIF) has been directed make continuing indemnity payments, and §15.8 of the NYS WCL applies.	\$
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<b>SECOND INJURY FUND WCL §15.8 MEDICAL ONLY CLAIM</b> - For the purpose of determining the applicable life of claim fee "Second Injury Fund WCL §15.8 Medical Only Claim" shall be defined as a claim where the injured worker has been classified permanently disabled by the NYS WCB, and the carrier (NYSIF) is not responsible for making indemnity payments, only medical payments.	\$
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\* **Important Note:** If your company offers specialized claim services (nursing services, RTW services, etc.) not listed above, include a detailed description of the services in the body of your proposal, without specifying fees. If a contract is awarded, those services and rates shall be negotiated. Additionally, contractors must be able to meet NYSIF's file exchange requirements without "startup" or "programming" fees for Categories A, B & C. Any such costs should be anticipated by the contractor and incorporated into the fees listed above.

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

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_



CATEGORY D: DISABILITY AND PAID FAMILY LEAVE CLAIM HANDLING SERVICES

**CATEGORY D  
DISABILITY AND PAID FAMILY LEAVE CLAIM HANDLING SERVICES**

**LIFE OF CLAIM ADMINISTRATION FEES:**

<p><b>DISABILITY CLAIM</b> - For the purpose of determining the applicable life of claim fee, "Disability" shall be defined as a claim made for disability due to off-the-job injury or illness, and for disabilities arising from pregnancies.</p>	\$
<p><b>PAID FAMILY LEAVE CLAIM</b> - For the purpose of determining the applicable life of claim fee, "Paid family Leave Claim" shall be defined as a claim for benefits which provides paid leave to bond with a new child, care for a family member with a serious health condition, or to help relieve family pressures when someone is deployed abroad on active military service.</p>	\$

**ONE -TIME IMPLEMENTATION FEES:**

<p>Implementation fees must include, but are not limited to, any costs associated with integration, data transfer and IT startup, Claims Management System maintenance, support, and client access.</p> <p><b>*Provide a chart detailing specific milestones and milestone fees associated with this One- Time Implementation Fee. Invoices can be billed upon completion of milestones. All milestones and invoices associated with milestones are subject to NYSIF review prior to payment.</b></p>	\$
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Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_