

**Texas Municipal League  
Intergovernmental Risk Pool**

**Correction Notice and Request for Revised Pricing**

**Workers' Compensation Utilization Review Services**

Request for Sealed Proposal 21-05

### **Purpose of Correction Notice**

During the evaluation of RFP No. 21-05, it was discovered by the TMLIRP evaluation staff that incorrect information was disclosed in reference to a question submitted to TMLIRP in the Questions and Answers phase of the procurement. This error could possibly impact the pricing submitted as well as other information provided by proposers. It was decided by TMLIRP that the current RFP would NOT be cancelled, rather TMLIRP would give proposers the opportunity to revise the pricing submitted as well as make additional revisions to their proposals if desired. Only proposers that submitted a proposal prior to the 10/15/2021 prior to 3:00 pm central time deadline will be eligible to resubmit revised pricing.

Please note: For your reference, attached is a copy of the original RFP and the original copy of the Questions and Answers document.

**The staff at TMLIRP apologizes profusely for this error and for any inconvenience it may have caused.**

### **Information to be Corrected**

In the Questions and Answers document posted, this question was submitted, and this answer was provided; however, the answer provided is incorrect.

**Question 3:** Please provide the volume of UR requests annually.

**Answer:** Please note that 2020 is the only full year available due to a change in Medical Bill Review Systems.

2019 covers June - Dec

2020 full year

2021 covers Jan - mid September

Year Reviewed	Count of Cases Reviewed
2019	1569
2020	1975
2021	1428
<b>Grand Total</b>	<b>4972</b>

The correct answer to this question is provided below. Please use this information to provide revised pricing and other revisions.

Date Range	Review Count
1/1/2019 - 12/31/2019	4,243
1/1/2020 - 13/31/2020	4,701
1/1/2021 - 11/3/2021	4,316
<b>Grand Total</b>	<b>13,260</b>

### Submission of Revised Proposal

Revised proposals and signed required documents are due on **Thursday, November 18, 2021 prior to 3:00 pm central time**. Required documents are Assurance (Fee Description) and Attachment A provided in this document.

## **Disclosure**

All information developed by the Company and all information made available to the Company by TMLIRP, and all analyses or opinions reached by the Company shall be confidential and shall not be disclosed by the Company without the written consent of TMLIRP.

Company acknowledges that all information provided to TMLIRP may be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code. If TMLIRP receives a request for information for materials provided by the Company which the Company deems to be proprietary, TMLIRP will request a decision from the Texas Attorney General on whether such information should be released. TMLIRP will also notify Company of the request for an Attorney General decision. Company may submit, in writing, to the Texas Attorney General its reasons why the information should be withheld. TMLIRP may, but is not required to, submit its reasons why the information should be withheld or released. Details of this procedure are set forth in Section 552.305, Texas Government Code.

## **Assurance**

**SIGNING PROPOSALS:** All proposals must be signed by an officer of the Proposer's Company duly authorized to bind the Company to the proposal submitted. All requirements of this proposal must be completed and included in the response submitted to the Pool. Late proposals will not be accepted. Failure to properly sign the proposal and include all properly completed pages as required in this request may result in the rejection of the proposal.

Each Company must review the Agreement for Services (Attachment A). Company should submit requested changes along with the proposal. All requested changes will be reviewed by TMLIRP for

possible inclusion in the final agreement. A final agreement will be prepared and presented to the Company selected.

The award of the agreement by the TMLIRP Board of Trustees to the Company shall not be deemed a rejection of any other proposals properly submitted until the agreement has been properly executed by the awarded Company. If the awarded Company fails to comply with the terms of the agreement, TMLIRP may award the agreement to another Company.

The Company proposes to perform the Utilization Review services in accordance with the Request for Proposal and the Agreement for Services at the following fees (no variable fees please).

Note: Proposed fees shall include all travel and related expenses.

<b>Fee Description</b>	<b>Fee</b>
October 2022 -2023	\$
October 2023 -2024	\$
October 2024 -2025	\$
<b>Proposal Total</b>	\$

The Information in this proposal is true and correct, and the Officer Signing Below is Duly Authorized to bind the Utilization Review Services Company to such proposal:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_

Name of Official: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name & Address of Utilization Review Services Company:

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

## **ATTACHMENT A**

### **AGREEMENT FOR AUTOMATED Utilization Review Services**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, located at 1821 Rutherford Lane, First Floor, Austin, Texas 78754, hereinafter referred to as "Pool," and the Utilization Review Services Company of \_\_\_\_\_ located at \_\_\_\_\_, hereinafter referred to as "Company."

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In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**I. SCOPE OF SERVICES**

The Company shall perform Utilization Review services for a three-year term. The scope of the Utilization Review Services are set forth in Exhibit "A" and made part of this Agreement. Company agrees that in performing the full Utilization Review Services it will provide those services as set forth on Exhibit "A".

**II. COMPENSATION**

In consideration of the services to be performed by the Company, the Pool agrees to compensate the Company for the services rendered as follows:

- A.                   October 2022 to October 2023  
                          \$ \_\_\_\_\_
- B.                   October 2023 to October 2024  
                          \$ \_\_\_\_\_
- C.                   October 2024 to October 2025  
                          \$ \_\_\_\_\_

The above fees are inclusive of all out-of-pocket expenses.

**III. OPTION TO RENEW**

The Pool may, at its option, extend the Utilization Review services set forth in this Agreement for additional two-year terms. The Pool shall exercise these options by providing written notice to the Company of such extension on or before May 1 of each year the extension is to be effective.

In the event the Pool exercises its option to extend, the compensation to be paid to the Company under Section II of this Agreement shall increase by no more than the proportion or percentage by which the

cost of living has increased during the 12 months immediately preceding March 31 of the preceding year, as reflected by the consumer price index for all items for all US cities, as published by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the consumer price index for all US cities set forth above is discontinued during the applicable 12-month period, then the statistics of the Bureau of Labor Statistics of the United States Department of Labor that are the most nearly compatible to said consumer price index shall be substituted.

#### **IV. TERMINATION**

It is agreed that the Pool may terminate this Agreement on ninety (90) days' written notice to the Company, submitted to the email address listed below, and immediately upon receipt of said notice, all work, labor, and services performed under this Agreement shall cease. Before the end of such ninety (90) days, the Company shall invoice the Pool for the work and services completed prior to the receipt of said notice. The amount of compensation to be paid the Company in the event of such termination shall be calculated by multiplying the annual compensation to be paid to the Company during the year of such termination by the percentage of hours of work performed by the Company compared to the total number of hours of work to be performed during such year as set forth in the Company's proposal. The final amount paid to the Company shall be less any previous payments made. Access to all documents, work papers, data and work related to the services performed shall be given to designated representatives of the Pool upon completion of the services performed hereunder, upon termination of this Agreement or at any time during the next seven (7) years. The Company shall keep and maintain all such documents, work papers, data and work related to the services performed for a period of at least seven (7) years from the date the services hereunder are completed or the date this Agreement is terminated, whichever date is later.

#### **V. APPLICABLE LAWS**

The provisions of the law of Texas shall govern the validity, interpretation, and enforcement of this Agreement. Venue for any litigation relating to this Agreement shall be in Travis County, Texas.

#### **VI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.

## **VII. ASSIGNMENT**

This Agreement or any part hereof shall not be assigned in any manner by the Company.

## **VIII. INDEPENDENT CONTRACTOR**

This Agreement shall not render the Company an employee, partner, agent of, or joint venture with the Pool for any purpose. The Company is and will remain an independent contractor in this relationship with the Pool.

## **IX. OPEN RECORDS**

The Pool is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. The Pool agrees that it will promptly notify the Company of a request for disclosure of public information files in accordance with the Texas Public Information Act that consists of the Company's confidential information, including data to which the Company has a proprietary or commercial interest. The Pool will deliver a copy of the request for public information to the Company. With respect to any information that is the subject of a request for disclosure, the Company is required to demonstrate to the Texas Office of Attorney General the specific reasons why the requested information is confidential or otherwise excepted from required public disclosure under law. The Company will provide the Pool with copies of all such communications. To the extent authorized under the Texas Public Information Act, the Pool agrees to safeguard from disclosure information received from the Company that the Company believes to be confidential information.

## **X. SEVERABILITY**

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect

## **XI. INDEMNIFICATION CLAUSE FOR CYBER BREACH**

The successful Company agrees the resulting agreement with TMLIRP will have language regarding cyber liability and data breach liability and insurance coverage substantially like the following:

Company shall indemnify, defend, and hold harmless the TMLIRP and its agents, contractors,

directors, employees, members, officials, and officers from and against any and all losses, obligations, risks, costs, claims, liabilities, settlements, damages, lawsuits, judgments, awards, fines, penalties, and expenses, including without limitation attorneys' fees, suffered, incurred, arising out of, or resulting from the Company's performance of this Agreement. Company agrees the foregoing requirements shall apply to all losses, including but not limited to, any cyber liability and data breach losses.

Company will have in place reasonable security standards that it determines are necessary, but in no event less than industry standards, to protect all TMLIRP information, data, resources, and systems used for the performance of this Agreement. TMLIRP agrees it will monitor and test its data safeguards from time to time and agrees to adjust its data safeguards considering relevant circumstances or the results of its testing and monitoring. In the case of a data breach, both threatened or actual, involving TMLIRP's information, data, resources, and systems, Company shall immediately notify TMLIRP in writing and shall fully cooperate with TMLIRP at the Company's expense to prevent or stop such data breach.

Company shall have TMLIRP named as an additional insured on its own commercial general liability policy and cyber liability and data breach response insurance policies. Such commercial general liability insurance policy shall have sufficient limits to protect TMLIRP from any liability losses, with minimum limits of at least \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ annual aggregate. Such cyber liability and data breach response insurance policies shall have sufficient limits to protect TMLIRP from any cyber liability and data breach liability issues, with minimum limits of at least \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ annual aggregate. Company agrees if a loss occurs and the insurance limits are insufficient, it will be personally liable to TMLIRP for any obligations in this Agreement not covered by insurance because of insufficient limits. Company agrees TMLIRP shall have the right to associate with and control the defense of any losses covered under this Indemnification and Insurance Section. Company shall provide to TMLIRP both certificates of coverage and endorsements showing the applicable limits and showing that TMLIRP is a named additional insured. Company shall update the required insurance information annually, and at any other time there are policy changes.

Executed in duplicate on the day and year first set forth above.

**(“COMPANY”)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL**

By: \_\_\_\_\_

Jeffrey R. Thompson

Executive Director

Date: \_\_\_\_\_