

**City Of Memphis**  
**THIRD PARTY ADMINISTRATIVE SERVICES**  
**REQUEST FOR PROPOSAL 2161**

**Prepared By: Health and Safety Office/OJI**  
**Closing Date for Proposals: February 26, 2010**  
**Proposals Accepted at Attn: Purchasing Agent**  
**Third Party Administrative Services**  
**125 N. Main Street, Suite 354**  
**Memphis, TN 38103**

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## **CITY OF MEMPHIS DEPARTMENT OF HEALTH & SAFETY**

Request for Proposal (RFP)

### **THIRD PARTY ADMINISTRATIVE SERVICES**

The purpose of this RFP is for the City of Memphis, hereinafter referred to as the “City” or “Client”, to procure a Company, hereinafter referred to as “Company” or “TPA”, to provide Third-Party Administrative Services in connection with the City of Memphis’ self-insured claims administration of On-the-Job Injuries (OJI). The City of Memphis employs more than 9,000 employees and offers benefits to employees injured within the course and scope of their employment.

The selected Vendor will be contractually responsible for all services denoted in the document. The City will be accountable for the management of this contract.

All questions pertaining to the RFP must be forwarded to the City at the e-mail address listed within the RFP”

Interested parties should carefully review this RFP, including all requirements, terms, conditions, and performance standards to ensure the most responsive proposals.

**CITY OF MEMPHIS  
“REQUEST FOR PROPOSALS FOR”  
THIRD-PARTY ADMINISTRATOR SERVICES**

**ACRONYMS INCLUDED IN RFP**

- |    |             |   |
|----|-------------|---|
| 1. | <b>OJI</b>  | <b>ON-THE-JOB INJURY</b>                            |
| 2. | <b>MO</b>   | <b>MEDICAL ONLY CLAIM</b>                           |
| 3. | <b>LT</b>   | <b>LOST TIME CLAIM</b>                              |
| 4. | <b>OSHA</b> | <b>OCCUPATIONAL SAFETY HEALTH ADMINISTRATION</b>    |
| 5. | <b>PPO</b>  | <b>PREFERRED PROVIDER NETWORK</b>                   |
| 6. | <b>NCM</b>  | <b>NURSE CASE MANAGER</b>                           |
| 7. | <b>HHL</b>  | <b>HEART HYPERTENSION &amp; LUNG</b>                |
| 8. | <b>TPA</b>  | <b>THIRD PARTY ADMINISTRATOR</b>                    |
| 9. | <b>LCHP</b> | <b>LICENSED HEALTHCARE PROFESSIONAL</b>             |
| 10 | <b>ALJ</b>  | <b>ADMINISTRATIVE LAW JUDGE</b>                     |
| 11 | <b>CMS</b>  | <b>CENTERS FOR MEDICARE &amp; MEDICAID SERVICES</b> |
| 12 | <b>RRE</b>  | <b>RESPONSIBLE REPORTING ENTITY</b>                 |

**DEFINITIONS**

1. **Administrator fee:** shall mean the fee assessed by Company for the compensation of Company’s employee(s) designated by Company to manage City’s account on behalf of Company for purposes of this Agreement.
2. **Administrative Law Judge or “ALJ”** shall mean a hearing officer appointed or retained by the City Attorney to oversee an administrative hearing.
3. **Allocated Loss Adjustment Expenses:** shall mean the costs for providing the following:
  - A. Independent Medical Examinations
  - B. Cost for copies of any public records and/or medical records

- C. Managed care, including but not limited to PPO networks, medical bill review, and nurse case management services
  - D. Costs of photographers and photocopy services
  - E. Surveillances
  - F. Check stock
  - G. Attendance at mediations, trials or hearings
  - H. Any other specific services requested by City and not included in the contractual responsibilities.
4. **Case reserves:** shall mean the estimated cost of a claim that should be set aside by City for future payment of a qualified claim under City's OJI Policy.
  5. **Claim and Expense Reports:** shall mean quarterly reports submitted by Company to City's OJI Administration which reflect the total amount of reserves estimated by Company to be paid by City for a particular claim, and the total amount actually paid by Company on behalf of City per claim.
  6. **Choice of Medical Provider Form:** shall mean a form used by the City for injured employees to select a medical provider from the City's Emergency and Minor Emergency OJI panel for initial treatment.
  7. **CMS reporting requirement:** shall mean an additional comprehensive method for obtaining information regarding situations where Medicare is appropriately a secondary payer.
  8. **Compensability:** shall mean the determination of whether an employee is entitled to OJI Benefits in accordance with the City's OJI Policy.
  9. **Disbursement Account:** shall mean the account specifically established by City for the purpose of disbursing authorized claim payments to recipients as determined by Company.
  10. **Employee's Choice of Specialty Physician Form:** shall mean a form completed on behalf of an employee to select a physician from the City's OJI Specialty Panel.
  11. **Fiscal Year:** shall mean the period used for calculating annual financial statements. The City of Memphis fiscal year begins July 1 and ends June 30 of the following year.
  12. **Incident Only:** shall mean a qualified On-the-Job Injury that does not involve medical treatment and expense, lost time and disability.

13. **Injury on Duty Form:** shall mean a medical form that outlines medical treatment and return to work status for completion by the treating physician after each employee visit.
14. **Loss Analysis Reports:** shall mean quarterly reports submitted to the City's OJI Administration which reflect the various types of injuries sustained by City employees and the total amounts tendered by Company on behalf of City for each type of injury.
15. **Lost Time Claim:** shall mean a qualified On-the-Job Injury that involves medical treatment and expenses, lost time from work, disability and/or death.
16. **Lost Time take-over claim:** shall mean the acceptance of a qualified OJI claim processed by the City's former Claims Administrator that involved medical treatment and expenses, lost time from work, disability and/or death
17. **Medical only take-over claim:** shall mean the acceptance of a qualified OJI claim processed by the City's former Claims Administrator that involved medical treatment and expenses without lost time and disability.
18. **Notification of Emergency Treatment Form:** shall mean a form used by the City for injured employees to select a medical provider from the City's Emergency OJI panel for initial treatment.
19. **On-the-Job Injury Policy and Administrative Procedures:** shall mean the set of guidelines and directives established by the City for the purpose of administering the payment of medical expenses and lost-time compensation for City employees who suffer injury, death, or occupational disease during the performance of their job duties.
20. **Out-of-Network Medical Treatment:** shall mean an employee's receipt of medical treatment from a physician/provider who is not affiliated with the City's approved PPO.
21. **Panel of Physicians:** shall mean a panel of doctors selected by the City to review employee history and render opinions, as well as process and treat qualified On-the-Job Injury claims.
22. **Process:** shall mean the method established by the City's OJI personnel for administering payment of medical expenses and loss time payments for City employees injured during the performance of their job duties. The method of processing a claim includes reviewing and assigning the claim, contacting the employer and employee (if applicable), conducting an investigation, determining compensability, evaluating case reserves, compiling claim notes and reports, administering claim payments, providing notice of declined payments, following and monitoring an employee's claim until the employee returns to work.
23. **Qualified:** shall mean claims stemming from injuries sustained on the job pursuant to the City's On-The-Job-Injury Policy.

24. **RRE:** shall mean the party required to report under the Centers for Medicare and Medicaid Services (CMS) Section 111.
25. **Transaction Report:** shall mean the reports submitted by Company directly to City's Accounting Department which reflect all payments made by Company on behalf of City regarding each claim such as medical bills, lost time payments, expenses, savings and any other payments made by Company. Such report is submitted for reconciliation purposes and shall be in a form approved by the City.
26. **Utilization/Disability Guidelines:** shall mean the set of guidelines such as, but not limited to, Presley-Reed, to be utilized by Company in evaluating the appropriateness and medical necessity of a physician's recommended treatment.
27. **Licensed Healthcare Professional:** shall mean a person legally permitted to independently perform activities under an approved license.

**OJI CLAIM HISTORY**

The below chart represents an itemized total of Medical Only (MO) and Lost-time (LT) On-the-Job Injury claims handled and payments made during the referenced Fiscal Year(s) (FY).

<b>Fiscal Year</b>	<b>Total #MO</b>	<b>Total #LT</b>	<b>Total #Claims</b>	<b>Grand Total Paid in Med.</b>
2006	877	525	1402	\$2,987,900.26
2007	839	533	1372	\$5054,594.18
2008	828	461	1289	\$4,935,208.72
2009	1019	346	1365	\$5,148,966.31

Please note that as part of the City's OJI program, the City's lost time benefits include a salary continuation program. For purposes of this RFP, the City will continue to handle all lost time payments through our normal payroll procedures. However, the TPA is required to track ALL lost time payments for OJI claims data reporting purposes.

## **PROFESSIONAL SERVICES REQUIRED**

1. It is the City's goal to procure professional services that are dedicated and committed to rehabilitating employees in the most cost efficient manner and servicing the City's OJI claims requirements.
  - A. The City seeks to engage Company to perform the following services in connection with the processing of City's qualified "notice only," "lost time" and "medical only" claims pursuant to the City's On-The-Job Injury Policy and Administrative Procedures (hereafter "OJI Policy") attached hereto as Exhibit A:

(1) **NOTICE ONLY** claims, Company shall:

- (a) **Claim Review and Assignment.** Designate a supervisor approved by City to review each claim report received from the City. File each claim and assign to an adjuster when the Notice Only claim becomes a "Medical only claim" and/or "Lost Time claim." Each claim must be processed by Company in accordance with City's OJI Policy and Procedures.

(2) **LOST TIME** claims, Company shall:

- (a) **Claim Review and Assignment.** Designate a supervisor approved by the City to review each claim report received from the City. Prepare a file for each claim, and assign each claim to an adjuster within one (1) business day of receipt of each claim or report. Each claim must be processed by Company in accordance with City's OJI Policy and Procedures.
- (b) **Claim Contacts.** Within one (1) business day of assignment of claim to an adjuster, initiate contact with the employer, employee, and medical provider. Claims with serious injuries, fatalities, or catastrophes shall be responded to within 24 hours/365 days per year.
- (c) **Investigation.** Investigate each claim within 24 hours of receipt of claim, and complete all investigations within 1-14 calendar days of claim assignment. Claim investigation includes, but is not limited to, securing recorded statements of the parties involved (i.e. employee, employer, witness, etc.); obtaining scene diagrams, photos, medical records and reports, newspaper clippings, birth certificates, and other such pertinent documents and information. In the event that Company's investigation uncovers prior medical records or possible records of previous occupational/non-

occupational injuries, Company's adjusters shall obtain such records. If applicable, each adjuster shall provide an explanation in each file regarding his/her inability to obtain such records.

- (d) **Determination of Compensability.** Determine the compensability of the claim within 14 calendar days of receipt of file. Company shall determine compensability based on facts gathered during Company's investigation and pursuant to the procedures enumerated in City's OJI Policy. City reserves the right to review any claim prior to approval. Final decisions on all claim denials shall be made by City's OJI administration supported by a full report and recommendation from Company.
- (e) **Evaluation of Case Reserves.** Provide and document the initial estimated claim cost for each claim within 48 hours after assignment. An accurate reserve or claim cost shall be established 30 calendar days after the assignment and pursuant to an evaluation of the investigated file material.
- (f) **Claim Notes and Reports.** Compile note summaries in each file reflecting (1) the facts of the case; (2) the determination of compensability; (3) reserve changes; (4) reasons for denials; (5) payments; and (6) return to work status; and (7) what is being done to bring the file to conclusion. Files with reserves totaling \$25,000 and above must contain a narrative report that is submitted quarterly to City's OJI administration.
- (g) **Claim Review.** Review medical bills and reports to confirm that charges are related to on the job injuries pursuant to City's OJI Policy
- (h) **Claim Payments.** Document lost time payments for claim data reporting purposes and provide full payment to all medical providers and approved vendors within 30 calendar days. Company shall also provide City's Accounting Department with a monthly transaction register report reflecting all payments made by Company on behalf of City. All payments for lost time are processed thru City's normal payroll procedures.
- (i) **Denial of Claims.** Obtain approval from City's OJI administration prior to denying any lost time claim. Denial of any lost time claim will be made pursuant to City's OJI Policy and Procedures. TPA is responsible for notifying the employee, employer and medical provider in writing when an OJI claim is denied.

- (j) **Notice of Approved/Declined Medical Payments.** Provide a written explanation to each employee, medical provider, and City's OJI administration regarding Company's decision to accept or decline payment of employee's medical expenses.

(3) **MEDICAL ONLY** claims, Company shall:

- (a) **Claim Assignment.** Designate a supervisor approved by City to review each claim report received from City. Prepare a file for each claim within one (1) business day of receipt of claim. Each claim must be processed by Company in accordance with City's OJI Policy and Procedure.
- (b) **Claim Contact.** Make contact only with the employee on qualified medical only claims. Company shall initiate contact with employer only when questionable circumstances arise such as the compensability of an injury or the accuracy of medical bills and/or injury reports.
- (c) **Investigation.** On questionable matter, investigate each claim within 24 hours of receipt of claim, and complete all investigations within 1-14 calendar days of claim assignment. Claim investigation includes, but is not limited to, securing recorded statements of the parties involved (i.e. employee, employer, witness, etc.); obtaining scene diagrams, photos, medical records and reports, newspaper clippings, birth certificates, and other such pertinent documents and information. In the event that Company's investigation uncovers prior medical records or possible records of previous occupational/non-occupational injuries, Company's adjusters shall obtain such records. If applicable, each adjuster shall provide an explanation in each file regarding his/her inability to obtain such records.
- (d) **Determination of Compensability.** Determine the compensability of the claim within 14 calendar days of receipt of file. Company shall determine compensability based on facts gathered during Company's investigation and pursuant to the procedures enumerated in City's OJI Policy. City reserves the right to review any claims prior to approval. Final decisions on all claim denials shall be made by City's OJI administration supported by a full report and recommendation from Company.
- (e) **Evaluation of Case Reserves.** Provide and document the initial estimated claim cost for each claim within 48 hours after assignment. An accurate reserve or claim cost shall be established

30 calendar days after the assignment and pursuant to an evaluation of the investigated file material.

- (f) **Claim Notes and Reports.** Compile note summaries in each file reflecting (1) the facts of the case; (2) the determination of compensability; (3) reserve changes; (4) reasons for denials; (5) payments; and (6) return to work status and; (7) what is being done to bring the file to conclusion. Files with reserves totaling \$25,000 and above must contain a narrative report that is submitted quarterly to City's OJI administration.
- (g) **Claim Review.** Review medical bills and reports to confirm that charges are related to on the job injuries pursuant to City's OJI Policy.
- (h) **Claim Payments.** Pay medical bills within 30 calendar days and maintain a current file for future activity. Company shall also provide City's Accounting Department with a monthly transaction register report, reflecting all payments made on behalf of City.
- (i) **Denial of Claims.** Obtain approval from City's OJI administration prior to denying any medical claim. Denial of any medical claim will be made pursuant to City's OJI Policy and Procedures. TPA is responsible for notifying the employee, employer and medical provider in writing when an OJI claim is denied
- (j) **Notice of Approved/Declined Medical Payments.** Provide a written explanation to each employee, medical provider, and City's OJI administration regarding Company's decision to accept and/or decline payment of employee's medical expenses.

**B. Recorded Statements:**

For all Medical Only and Lost Time claims, recorded statements must be undertaken with the employee, employer and witnesses (if applicable) in accordance with the following criteria:

- Repeater
- Monday – Friday department with injury reported on Monday or Friday
- 24/7 department with injury reported immediately before/after holiday
- Injury with no witness
- All slip and falls
- Late reporting

- Injury with delayed treatment
- MVA
- Back Injury (cervical, thoracic and lumbar)
- New Hire
- Existing/Open case
- Injury reported is not consistent with job or occupation
- Stress/Mental
- Initial diagnosis is not consistent with injury
- Hernia
- Carpal Tunnel Syndrome
- HHL
- Questionable cases
- Supervisor/Adjuster discretion

C. Additionally, Company shall:

- (1) **Claims Reporting System.** Accept OJI reports via fax and inter-office mail from the OSHA Coordinator/supervisor of the injured employee on a 24 hour basis, 365 days per year and send copies of all OJI reports to City monthly.
- (2) **Staffing.** Arrange for the staffing of qualified investigators, adjusters or other experts approved by the City to the extent deemed necessary by Company and City to perform the services required by City as set forth herein.
- (3) **Claim Management.** Engage dedicated adjusters approved by the City who shall maintain average case loads ranging between 80 to 100 open “lost time” claims. Company shall also engage claims specialists that shall maintain average case loads ranging between 200 to 300 “medical only” claims. Any Claims Supervisor designated by Company, and approved by City, to supervise claims processed by Company on behalf of City must devote his/her full time and interest to exclusively servicing the claims of City. Company shall allow City to verify the case loads of each adjuster and specialist through use of Company’s Internet data management system and monthly reporting.
- (4) **Utilization/Disability Guidelines.** Utilize disability guidelines approved by City such as, but not limited to, Presley-Reed to ensure that all claims processed by Company on behalf of City meet guidelines regarding appropriateness of treatment and medical necessity for purposes of continuity of care and quality of service.

- (5) **Subrogation.** Within 48 hours of receipt of claims, identify cases involving third party negligence and provide written notice to City's OJI administration and the Subrogation Unit of City's Law Division. Company shall forward any and all supporting documentation of potential subrogation claims to City's Subrogation Unit within 24 hours of completing investigation of such claims. Company shall maintain a narrative report in each file which outlines (1) the subrogation issues involved; (2) potential recovery; and (3) the estimated amount to be recovered.
- (6) **Death Benefits.** Within fifteen (15) business days of an employee's death, Company shall provide the following documentation to enable City to determine the status of a death claim:
  - (a) Certified copy of the employee's death certificate
  - (b) Copy of the accident report
  - (c) Names of all surviving beneficiaries
  - (d) Medical reports
  - (e) Full report on investigation of OJI death claim supported with a recommendation to approve or deny the death claim per the OJI guidelines
- (7) **Notice of Pending Litigation.** Notify City's OJI administration within 24 hours of receipt of any lawsuit arising out of claims processed by Company on behalf of City. Such litigated matters will be handled by the City Attorney's Office. Additionally, Company shall send a copy of the completed OJI claim to the designated attorney within 48 hours of being notified by the City of a lawsuit stemming from an OJI claim.
- (8) **Internet Access.** Maintain Internet capabilities to allow designated City personnel to access all City OJI files via Company's data management system 24 hours per day, 365 days per year. Company's data management system shall capture all adjuster notes, payments, savings, reserve data, loss cause, loss type, body type, job type, department, location, shift, frequency and the ability to analyze data for loss control purposes. All data stored in Company's system must remain current with injured workers' medical treatment. Company shall take all reasonable and necessary precautionary measures to prevent unauthorized access to City's files maintained by Company at Company's website. All information stored in the electronic file is subject to receipt by designated personnel under the OJI Policy.
- (9) **Reports.** Furnish to City the following loss and information reports, in a form approved by City, on a monthly or quarterly basis, as specified:

(a) **Claim and Expense Reports**

Claim and Expense Reports shall reflect (i) the total amount of reserves estimated by Company to be paid by City for a particular claim, (ii) the total amount actually paid by Company on behalf of City per claim and (iii) the cost of savings with supporting documentation. Company shall submit such reports to City's OJI administration on a monthly basis.

(b) **Transaction Register Reports**

Transaction Register Reports shall reflect all payments (e.g., medical bills, lost time payments, expenses, and any other payments made by Company) made by Company on behalf of City regarding each claim. Such reports shall also reflect all issued checks, corrections, voids and providers. Company shall submit such reports directly to the City's Accounting Department and to the OJI administration on a monthly basis for reconciliation purposes.

(c) **Loss Analysis Reports**

Loss Analysis Reports shall reflect the various types of injuries sustained by City employees compensated under City's OJI program, and the total amounts tendered by Company on behalf of City for each type of injury. Company shall submit such reports to City's OJI administration on a quarterly basis.

(d) **Quarterly New Claims Reports**

The Quarterly New Claims Report shall reflect all new OJI claims filed, including the appropriate payments made during the designated Quarter. The referenced report shall be submitted at the end of the following Quarters, no later than the 3<sup>rd</sup> calendar day of the following month; October 1-December 31, January 1-March 30, April 1 -June 30 and July 1-September 30.

(e) **Quarterly Allocation Reports**

The Quarterly Allocation report shall reflect all payments made (e.g., medical bills, lost time payments, expenses, and any other payments made by Company during the designated Quarter) by Company on behalf of City regarding each claim. The referenced report shall be submitted at the end of the following Quarters no later than the 3<sup>rd</sup> calendar day of the following month: October 1-

December 31, January 1-March 30, April 1 -June 30 and July 1-September 30.

(f) **OSHA Form 300 Log**

The OSHA Form 300 Log is used to classify work-related injuries and illnesses and to note the extent and severity of each case. The OSHA Form 300 Log shall be completed in accordance with Federal OSHA guidelines, on behalf of the City, and submitted to the City's designated personnel monthly.

(g) **OSHA Form 300A**

The OSHA Form 300A shows the totals for the year in each category listed on the OSHA Form 300 Log. The OSHA Form 300A shall be completed in accordance with Federal OSHA guidelines, on behalf of the City, and submitted to the City's designated personnel monthly.

**City reserves the right to request additional reports that may be necessary on an "as needed" basis.**

- (10) **Claim Forms.** Provide claim forms and other forms approved by City as reasonably necessary and appropriate for the efficient operation of City's OJI Program.
- (11) **Litigation Matters.** Assist City's counsel, if requested, in (i) preparing the defense of litigated cases arising out of claims processed by Company on behalf of City, (ii) negotiating settlements arising out of disputed claims processed by Company on behalf of City; and (iii) pursuing settlement or contribution actions.
- (12) **Clerical Services.** Perform reasonable and necessary administrative and clerical work in connection with the processing of "notice only," "medical only" and "lost time" claims including, but not limited to, the preparation of checks bearing the name of City and drawn on the account or accounts established by the City.
- (13) **Files.** Maintain all files (paper and electronic) processed by Company on behalf of City. Prepare requested OJI files for Pension hearings, ALJ Hearings, outside attorneys and any other matters as requested by City designated personnel. Return to City at the end of the term all paper files processed and maintained by Company on behalf of City in addition to the data tape from electronic files.

- (14) **Local Office.** Establish a local corporate office, within the geographical boundaries of the City, to administer the services specifically required by City and provide cubicle space, computer and phone access at Company's office, as may be needed from time to time, for employee(s) of City and City's dedicated Nurse Case Manager.
- (15) **Licensure.** Provide City with documentation, including but not limited to, Company's Certificate of Authority reflecting Company's right to transact business in the State of Tennessee on behalf of City as a third party administrator.
- (16) **Internal Audits.** Conduct quarterly random claim file audits to ensure that each dedicated adjuster and specialist staffed by Company processes all claims in compliance with City's OJI Policy and Procedures, and the terms of the resulting Agreement. Company shall provide City's OJI administration staff with a written report upon completion of each audit regarding each dedicated adjuster and specialist. Reports shall include but is not limited to the number of claims assigned, number of open claims, number of closed claims and detailed information such as claims that involved a second opinion and assignment to the Nurse Case Manager. Company shall audit all staff within ninety (90) days of their employment to ensure compliance with City's OJI Policy and the terms of the resulting Agreement.
- (17) **Managed Care, Company shall:**
- (a) **Preferred Provider Network (PPO).** Provide a PPO Network approved by City to provide City employees compensated under City's OJI Program with quality health care that is cost-efficient and medically necessary. Company shall provide a PPO Network that will provide City with 40% savings or greater on the cost of medical care. All specialists affiliated with City's approved PPO Network must be board certified. The PPO Network shall be an agreement between TPA and PPO with the City given full rights to all financial documents. The City reserves the absolute right to engage a PPO Network of City's choice in the event City rejects any PPO Network provided by Company.
  - (b) **Evaluation of PPO Providers.** On a quarterly basis, conduct an evaluation of each network physician or provider's performance on a quarterly basis to ensure compliance with City's approved utilization guidelines.
  - (c) **Discount Fee Schedules.** Provide City with any and all discount fee schedules tendered by approved network providers, and

implement a system to ensure that City obtains the discounted savings.

- (d) **Cost/Savings Reports.** Provide City with a monthly report which reflects all cost savings obtained for each file processed by Company on behalf of City. City reserves the right to request additional reports that may be necessary on an “as needed basis.”
  
- (18) **Medical Bill Review.** Review each medical bill, including but not limited to hospital and non-hospital bills relating to all claims processed by Company on behalf of City, to identify billing infractions, and duplicate or excessive costs. Upon identifying any billing issues/discrepancies, Company shall take all reasonable steps to ensure that such bills are corrected within ten (10) business days. City will pay Company an agreed upon amount for savings to City which result from Company’s review of any bill, excluding any statutory discounts due to City. In the event Company fails to realize any savings on behalf of City, excluding any statutory discounts due to City, City shall not be responsible for Company’s bill review service.
  
- (19) **Utilization Review.** Review each medical bill for medical necessity or appropriateness of medical treatment as related to the medical diagnosis.
  
- (20) **Nurse Case Manager, Company shall:**
  - (a). Assign an employee's claim to the City’s designated nurse case manager based upon one or more of the following circumstances:
    - (1). Admission of employee to a hospital for any injury or condition; (employee should have accrued three weeks of lost time)
    - (2). Catastrophic injuries to employee including but not limited to gunshot wounds or multiple trauma;
    - (3). Employee's receipt of out-of-network medical treatment;
    - (4). Employee's noncompliance with recommended treatment plan;
    - (5). Injuries sustained by employee, resulting in initial medical costs in excess of ten thousand dollars (\$10,000); and
    - (6). Any other circumstances with the approval of NCM and City.
  
  - (b) Assign a particular claim to the City’s designated nurse case manager when an employee has applied to City’s Heart, Hypertension, and Lung Program (HHL). Under this circumstance, Company shall obtain the employee's (i) pre-employment

medicals, (ii) health history packet of information, and (iii) medical records for the preceding ten (10) years, including but not limited to, all diagnostic data, medical reports, lab reports and results, and any other pertinent information. Company shall require that the nurse case manager perform the following:

- (1) Schedule the employee an appointment with one of the three panel physicians approved by City for purposes of City's HHL program, and submit the physician's report to City's remaining two physicians for review and determination as set forth in City's OJI Policy.
- (2) Prepare a report reflecting a summary of each physician's review and determination.

Company shall submit final recommendation to City's designee for final approval regarding admittance into City's HHL Program.

(21) **Employee Counseling**, Company shall:

- (a) Provide information to injured employees regarding the benefits available under City's OJI Program.
- (b) Upon City's request, consult with employee groups regarding specific aspects of the OJI Program.

(22) **Program Development**, Company shall:

- (a) Upon City's request, consult with personnel designated by City regarding the establishment and coordination of necessary procedures and practices to meet any applicable governmental requirements and the needs of City.
- (b) Provide information on a quarterly basis regarding changes or proposed changes in legislation, regulations or rules affecting the responsibility of City regarding City's administration of an on the job injuries.

(23) **Disbursements of Payments**, Company shall:

- (a) Disburse payments for processed claims from the disbursement account by drawing checks upon such account. All checks will be signed by Company utilizing a mechanical facsimile signature prepared by City. Company shall sign all checks utilizing the facsimile signature prepared by City and maintain internal controls

necessary to ensure that unused check stock and the facsimile signature are restricted, checks are inventoried for accountability, check numbers are accounted for on a daily basis, and voided checks are defaced to prevent improper use.

- (b) Provide City monthly records of check disbursements (including voided checks) to allow City to reconcile the disbursement account's activity to Company's disbursement records. City reserves the right to inspect all disbursement records in Company's possession as deemed necessary.
- (c) Authorize individual payments up to \$10,000 without City's prior approval. Company must obtain City's approval prior to making any individual payment in excess of \$10,000.
- (d) Not compromise or settle any claim without obtaining prior approval from City.
- (e) Not advance any of its own funds to pay losses or allocated loss expenses for any claim processed on behalf of City.
- (f) Within 3 business days of receipt of request to satisfy an appeal, provide to the City settlement checks on OJI matters.
- (g) Disburse claim payments in accordance with the specifics within the RFP and the City's OJI Policy.

(24) **OJI Prescriptions**, Company shall:

Ensure injured workers' prescriptions for medications & durable medical equipment and supplies are processed through the City's designated prescription vendor. In the event City's designated vendor is unable to fill a prescription, Company shall consult City for direction. Also, Company shall coordinate all payments for medications & durable medical equipment with the City's designated Pharmacy Management Company and ensure that all medications and durable medical equipment processed are related to the approved injury and is prescribed from the recognized OJI physician.

(25) **Panel of Physician**, Company shall:

Receive from employee, employer and medical provider a Notification Emergency Treatment form, Choice of Medical Provider form and Injury on Duty form when an injury has occurred that resulted in treatment with a facility listed on the City's Initial Treatment OJI Panel. Upon

determination of compensability, Company must immediately provide to the employee, employer and medical provider written notice of compensability decision. Upon receipt of treatment needed with a specialty physician (i.e. ortho, neuro, dental, etc.), Company will contact employee and provide a listing of physicians/facilities from the City's Specialty Panel from which the employee can choose. After the employee has selected the specialty facility, Company must send the Employee's Choice of Specialty Physician form to the facility and the employee must complete and sign the form prior to the visit with his/her visit with the specialty physician. Company must ensure that all treatment rendered by a Panel Physician is in accordance with City Policy and Procedures.

(26) Center for Medicaid and Medicare Reporting, Section 111

Company will be designated as City's RRE and will be responsible for fully complying with all reporting requirements as specified in this section.

**SCHEDULE**

The following RFP Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:30 a.m. and 5:00 p.m. Central time. The City reserves the right at its sole discretion to adjust this schedule as it deems necessary. Notification of adjustment will be provided to all vendors submitting a proposal by the deadline.

**Published RFP Date.....12/30/2009**  
**Deadline for Written Question.....1/15/2010 at 4:00 p.m.**  
**Response to Questions Posted.....1/22/2010**  
**Deadline for submission of proposal .....2/26/2010 at 2:00 p.m.**  
**Selection and preparation of shortlist.....3/15/2010**  
**Oral presentation and on-site visits.....4/5-4/9,2010**  
**Effective Projected Date.....7/1/2010**

**PROPOSAL COSTS**

Company shall bear all costs for any and all appearances and costs associated with preparing a proposal or responding to this RFP.

**TERM OF CONTRACT**

The initial term of the agreement shall be for (3) years with the City having the option to renew the agreement for (2) additional years. The City may elect, upon written notice, to terminate the agreement at any time if Company fails to fully comply with services agreed upon by City and Company. The City may terminate the agreement without cause on 60 days written notice.

## **PAYMENT OF SERVICES**

The Company shall be responsible for billing the City for all professional services at a price and terms agreed upon by both City and Company.

## **INSURANCE REQUIREMENTS:**

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

Each certificate or policy shall require and state in writing the following clauses:

“Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager” by registered mail, return receipt requested to the following address.

City of Memphis  
Attn: Risk Management  
2714 Union Extended, Suite 200  
Memphis, TN 38112

**“The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies.” The additional insured endorsements shall be attached to the Certificate of Insurance.**

**WORKERS COMPENSATION:**

The Company shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise with MINIMUM LIMITS:

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned and hired vehicles with MINIMUM LIMITS:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage with MINIMUM LIMITS:

\$1,000,000	General Aggregate
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**FIDELITY BOND / EMPLOYEE DISHONESTY:**

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement WITH MINIMUM LIMITS:

\$1,000,000 Each Occurrence

**ERRORS AND OMISSIONS COVERAGE:**

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with MINIMUM LIMITS:

\$1,000,000 Each Occurrence / \$2,000,000 Aggregate

**PROPERTY INSURANCE:**

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

**SELECTION CRITERIA**

1. The following selection criteria will be used in determining the lowest and best bid for the underlying procurement. Each proposal will be reviewed and weighted by the designated Evaluation Committee, based upon Company's responses to the following and as otherwise indicated within the RFP. Determination of the point values by the evaluation committee is final and unappealable.
  - A. Provide information regarding Company's in-house policy and procedures for OJI/Work Comp claim handling and information on Company's past experience and performance in providing OJI/Work Comp TPA services with any organization, preferably with a governmental entity, of similar size and operation of services to those of the City of Memphis. Company must provide appropriate contact information for follow-up purposes. Additionally, Company **MUST** disclose any pertinent information of past work experiences that could impact City's decision.

(10 Points Maximum)
  - B. Provide information regarding Company's automated system for timely and accurate payment of losses, expenses and other fees and assessments associated with the administration of the program and reports necessary to document and support the program. Company's system must be user friendly with the ability to for City Personnel to run individual divisional claim reports, adjuster claim counts and the ability to view daily financial transactions and adjuster claim notes. If selected to proceed in the process, Company must provide a live demonstration of automated system before Evaluation Committee.

(13 Points Maximum)
  - C. Provide an address and information regarding Company's Corporate office structure. Discuss Company's work flow and how the City's required services in processing Notice Only, Medical Only and Lost Time claims will fit in Company's work flow. If Company's corporate office is outside city limits, Company must discuss and provide information on plans for establishing a local corporate office within the City of Memphis with a manager and trained staff able

to respond to any and all City claims on a twenty-four (24) hour a day, three hundred and sixty-five (365) days per year basis. Company's local office must be able to handle all business of the City, including check processing and bill review services. No City business shall be sent to another city or state for processing.

(15 Points Maximum)

- D. Discuss Company's ability to create, maintain, store and transfer all of the City of Memphis files and provide sample claim files per the requirements in RFP.  
(5 Points Maximum)
- E. Discuss in detail and provide samples of Company's ability to provide the requested reports including but not limited to the OSHA 300 log, required by the State of Tennessee and the CMS Section 111 Reporting Requirement.  
(5 Points Maximum)
- F. List Company's overall qualifications and experience, and provide resumes of company management, key personnel and staff that will be responsible for handling the City's account. Company's designated manager **MUST** have more than 10 years of Worker's Comp experience and Company's Key personnel and adjusting staff (excluding claims clerks and secretaries) **MUST** have more than 7 years of Worker's Compensation experience. The qualifications of all key personnel must be listed on the resumes with the appropriate contact numbers for follow-up. All personnel assigned to City account must be approved by City Staff prior to effective date of contract. Also, Company must provide documentation to show that Manager and key staff exhibits a good working knowledge of all applicable regulations in servicing the City's account. All key staff must be able to understand the difference between the City's OJI self-insured Program and the Worker's Compensation statutes.  
(20 Points Maximum)
- G. Company **MUST** submit a tentative agreement regarding the proposed PPO Networks that will provide City employees compensated under City's OJI Program with quality health care that is cost-efficient and medically necessary.  
(13 Points Maximum)
- H. Company **MUST** submit a tentative agreement with the proposed Bill Review Company who will review each medical bill including but not limited to, hospital and non-hospital bills relating to all claims processed by TPA on behalf of City, to identify bill infarctions, and duplicate or excessive costs.  
(9 Points Maximum)
- I. Company's responses to questions in RFP. (5 Points Maximum)
- J. Company's Proposal submission as stated per the RFP guidelines.  
(5 Points Maximum)

*Please note that the TPA can elect to have one Company provide bill review services and PPO Networks; however, the specifications within the agreement between TPA and the identified Company must comply with the requirements within the City's RFP for both services. Company's response to PPO selection criteria must include expected savings. Company's response to Bill Review selection criteria must include pricing for bill review services.*

## **ORAL PRESENTATIONS**

After the Evaluation Committee has evaluated the proposals, the City may, in its sole discretion, conduct discussions with those Companies whose proposals seem worthy of consideration; however, the City is not obligated to conduct discussions with any Company. A shortlist of the qualified vendors may be invited to give an oral presentation before the evaluation committee. Each presenter will have up to 2 hrs to speak before the evaluation committee. Each onsite presentation will be scored based on the following Evaluation criteria.

## **EVALUATION/AWARD CRITERIA**

Discussion of Company Response to the Selection Criteria(s) <b>excluding Selection Criteria Items B, G-J.</b>	(25 Points Maximum)
Live demonstration of Company's Automated System per the Selection Criteria Item B.	(20 Points Maximum)
Discussion of Company's Response to Pricing.	(10 Points Maximum)
Discussion of Company's PPO and Bill Review per Selection Criteria Items <b>G &amp; H.</b>	(20 Points Maximum)
Overall Presentation	(25 Points Maximum)

The City may conduct negotiations with Companies for the purpose of obtaining the best and final offers. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

## **CONFLICT OF INTEREST**

The Company covenants that it has no public or private interest, and will not acquire directly or indirectly any interest, which would conflict in any manner with the performance of its services. The Company warrants no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor or contractor to the Company in connection with any work contemplated or performed relative to this agreement.

## **QUESTIONS REGARDING THIRD PARTY ADMINISTRATION**

In its proposal, Company shall thoroughly respond to each of the following questions:

### 1. **Claims Adjustment**

- A. Please describe the procedure your organization currently uses to establish initial contact with the claimant, treating physician and employer. Include timelines within which contact is established with each of these entities. Would this procedure be used with the City? If not, please describe the procedure to be used with the City.
- B. Describe your standards and protocols for obtaining prior medical records and/or records of previous occupational injuries. Are these records obtained in every case, or only in some cases? Describe how this decision is made.
- C. Describe your protocols for notifying the employer and/or payroll units that the employee is able to return to work, modified or otherwise. Include timelines and a description of the method of notification.
- D. Describe your protocols and procedures for verifying employment and wages and for communicating with payroll units. Include whether such communication by electronic or other means.
- E. Please describe in detail your organization's current procedure for determining which claims should be aggressively investigated. Include timelines, staff involved, in-house resources available, and any other relevant information.
- F. Please describe how the City will be able to verify caseloads. Enclose samples of caseload reports your organization will provide to City.
- G. Please provide a sample claims file and describe your procedures and protocols for claims file organization.
- H. How many claims do you handle annually? (a) Nationwide? (b) In Tennessee?
- I. Where is the location of the claim office you propose to use for the services requested in this RFP?
- J. Describe briefly your internal claim quality assurance control procedures?
- K. How long do you maintain original claim documents?
- L. How long do you retain claims information in your system?

2. **Subrogation**

- B. Do you routinely provide subrogation services?
- C. How do you identify claims for purposes of subrogation?
- C. What is your overall accuracy rate on claims processed?
- D. Describe your practices with respect to establishment of initial case reserves and subsequent adjustments. Is there an established “diary” system for periodic re-evaluation of reserves?
- E. What settlement authority threshold do you recommend?
- F. What is your standard turnaround time on payment of medical bills? On an average, what is your fastest time? Slowest time?

3. **Staffing**

- A. What is your employee turnover ratio or retention rate of account adjusters and Supervisors?
- B. Identify by name and title the person designated as account claim coordinator.
- C. What is the approximate number of employees in your firm? In the servicing office?
- D. What is the organizational structure of the servicing office? (Number of claim managers, supervisors, adjusters, etc.)
- E. What is the approximate number of accounts handled by the servicing office?
- F. What is your adjuster’s current average case load?
- G. What is the average level of claims experience (years) for each of the following: adjusters, supervisors and managers.
- H. Is there a formal training program for your employees or do you rely solely upon on-the-job training?
- I. How many cases do your supervisors adjust personally?
- J. How many cases do they supervise through their adjusters?

4. **Services**

- A. Describe briefly your contingency plan for dealing with a catastrophe.
- B. Describe the services your firm will provide: Investigation/adjustment; Surveillance; RMIS; Case Management; Legal Services; E-mail; Loss
- C. If any services are sub-contracted, indicate which services and the vendors likely to be involved.
- D. Do you have computer edit checks to detect duplicate billings?
- E. Will the firm permit claim file audits by the client and/or its consultant? Will you accommodate quarterly claim conferences between senior management, the client and/or its consultant?

5. **Automation**

- A. Please explain your claims automation program. How often will data downloads be available and in what format?
- B. The Automation system must, at a minimum, provide the following. In its proposal, Company shall explain the automation system's capabilities regarding:
  - 1. Detailed and Updated Claim Information
  - 2. Full Payment History
  - 3. Unlimited File Note capacity
  - 4. Calendar/Diary System
  - 5. Reserve Analysis Worksheet
  - 6. E-mail
  - 7. Check-writing
  - 8. Reporting Capability
  - 9. Ability to Analyze Data for Loss Control Purposes.
- C. Describe your Company's ability to provide electronic access to claim information.
- D. How current are detailed payments, reserve changes and adjuster's notes that are accessed electronically?
- E. Can your automated system be tailored to meet the needs of the City? If not, please explain?
- F. Can City representatives run reports without the need for extensive training?

6. **Contract Administration**

- A. Will you require the establishment of an escrow account to facilitate your issuance of loss payment? Describe account maintenance requirements?
- B. Describe the obligations of both parties precedent to and following the termination of the resulting service contract.
- C. Describe your approach to providing an orderly transfer of pending files to a new administrator.
- E. Are you willing to be bound by special account servicing instructions developed by the client?

7. **Start Up Requirements:**

- A. Estimate your minimum start-up time from the date of contract award to the date your network would be available to The City of Memphis members.
- B. What specific requirements do you have to initiate set-up?
- C. Please explain any additional cost involved.

## **PROPOSAL FORMAT**

1. All proposals must be prepared in the standard format described in order to facilitate comparison and evaluation. Failure to follow the format or to address an area adequately may cause the proposal to be disqualified. Company shall confirm agreement with each required service, and any proposed deviations from the requested scope of services must be noted and fully explained. Incomplete proposals will not be considered for award. Additionally, Company shall submit **10 original copies** of its response to the City's RFP in a sealed envelope by the proposal submission deadline to City of Memphis Purchasing Agent; 125 North Main Room 354, Memphis, TN 38103.

### **LATE PROPOSALS WILL BE CONSIDERED NON-CONFORMING AND WILL NOT BE CONSIDERED IN THE EVALUATION PROCESS.**

#### **A. Cover Letter**

Prepare and submit a cover letter. The cover letter shall include the name, address, telephone and fax number of the primary company representative(s) to be contacted regarding your proposal. The cover letter shall be signed by an officer of the Company who can bind the Company in contract and who states in the letter as follows "I certify and guarantee that the information in this bid is true and accurate and that to the best of my knowledge all answers have been explained so as to prevent misleading or incomplete answers." Unsigned proposals will be considered non-conforming and will not be considered in the evaluation process.

#### **B. Short Introduction and Summary**

This section should contain an overview of the proposal and point out features the Company deems outstanding. This section should also describe the organization of the company and how its resources will be utilized to service the City's account in addition to information pertaining to past or present clients that Company is providing similar services to, as requested by the City of Memphis. This section shall include any references and the pertinent contact information

#### **C. Specification followed by Responses with requested documents**

Provide detailed responses to the information required in the RFP, including all information required in sections of the RFP titled "Selection Criteria" and "Questions Regarding Third Party Administration."

#### **D Response to Pricing**

- Specify charge per indemnity claim.
- Specify charge per medical only claim.
- Specify charge per incident report.
- Specify charge for takeover of existing files.
- Specify what services are included in the per-claim charges.
- What services are NOT included in the proposed fee?
- How is the account billed for these services?
- Will you offer a fixed (flat fee) annual contract proposal? If so, specify charge. Describe its terms and any limitations. Does it include take-over claims? Does it include pricing for CMS reporting? If not, please outline pricing for CMS reporting?
- Are any services provided on a “time and expense” basis? Please describe.
- Outline the basis for pricing the handling of run-off (tail) claims at the conclusion of your assignment.

### **CONTRACT AWARD**

1. The City reserves the right to incorporate the successful bidder’s proposal into a contract. Failure of a bidder to accept this obligation may result in the cancellation of any award.
2. The selected Company will be required to assume responsibility for all services offered in the proposal. The City will consider the Company official who signs the cover letter on the bid to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

The intent to award notification will be posted on the City's website ([www.memphistn.gov](http://www.memphistn.gov)) and outside Council Chambers, located on the lobby floor of City Hall. Any protest of award must be filed with the City Purchasing Agent within five (5) calendar days of the intent to award announcement at the following address: City of Memphis Purchasing Agent, 125 North Main, Room 354; Memphis, Tennessee 38103.

## **REFERENCES**

Company should provide a listing of at least (3) past or present clients for whom Company provides TPA services (governmental clients preferred), including name of company, length of client relationship, size of account, address, e-mail, phone number and name of contact person responsible for monitoring company.

## **CONTACTS**

All questions concerning this Request for Proposal should be forwarded in writing **via email only** on or before January 15, 2010 at 4:00 p.m. to the following email address:

markell.newson@memphistn.gov

Any questions submitted after the referenced time and date will not be accepted. All questions should refer to a page number, section and subsection of the RFP. No oral requests will be accepted and no oral answers/responses will be given. To ensure the fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document, which will be posted on the City's website ([www.memphistn.gov](http://www.memphistn.gov)). The only official answer or response of the City will be the one posted on the City's website.

The City reserves the right to modify or cancel this solicitation at any time prior to making an award based on this solicitation. Any revisions to the solicitation will be made only by an addendum issued by the City, which will be posted on the City's website.

This procurement may be subject to the requirements of Ordinance No. 5185, commonly referred to as the Living Wage ordinance, as amended by Ordinance Number 5257 and 5293, which establishes a minimum wage for employees or a vendor receiving a service-related contract from the City of Memphis.

This procurement may be subject to the requirements of Ordinance No. 5114, commonly referred to as the Local Preference ordinance, which establishes a local preference for local business located within the City of Memphis. A copy of your Memphis and Shelby County Business Tax Receipt must accompany the bid for consideration of this ordinance.

The City of Memphis is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap status in employment or in the provision of services.

## **RIGHT OF REJECTION**

The City of Memphis reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the

proposal that, in the City's sole judgment, will be in the best interest of the City of Memphis and its citizens. Furthermore, the City reserves the right to request clarification on information submitted from one or more applicants.

**PERFORMANCE GUARANTEE**

The City may conduct random audits of any file, and if the agreed upon "standards of performance" are not met, then the City shall retain the right to reduce or not pay the service fee for the incorrectly handled claim.

**MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION (MWBE)**

The City of Memphis goal for MWBE firms for professional services is **0%**. Please indicate whether you are a certified MWBE vendor.