

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**AMENDMENT TO
GALLAGHER BASSETT SERVICES INC.'S
THIRD PARTY CLAIMS ADMINISTRATION AGREEMENT
(County RFP# 23RFP80)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO THE THIRD PARTY CLAIMS ADMINISTRATION AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("Client or County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Gallagher Bassett Services, Inc. ("GB"), both of which are referred to herein as the parties.

WHEREAS, the County and GB entered into a Third Party Claims Administration Agreement, (Agreement) dated effective September 12, 2023 (the "Contract"), setting forth the terms and conditions pursuant to which GB agreed to provide certain services;

WHEREAS, the Parties desire to amend the Agreement to increase the per claim rates and associated fees by 3.5%.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT TO EXHIBIT A

- I. **Exhibit A - COST & TERMS** of the Agreement shall be amended and supplanted by the attached Exhibit A, which is incorporated herein by reference.
- II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the

Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

- III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

In all other respects, the Agreement is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Amendment. It is mutually understood that this Amendment shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20__

GALLAGHER BASSETT SERVICES, INC.



Authorized Signature

Liz Staruck

Printed Name

Date: September 22, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 23 2025 Time: 9:15 am

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 23 2025 Time: 8:32 am

Exhibit “A”

COST & TERMS



Williamson County
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FEE PER CLAIM - HANDLE TO CONCLUSION	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Workers' Compensation			
WC Medical Only	109	\$190	\$20,710
WC Indemnity (TX)	74	\$1,337	\$98,938
Incidents - Workers' Compensation	112	\$53	\$5,936
Total Workers' Compensation Fee Per Claim	295		\$125,584
Liability			
Auto Liability/Bodily Injury	6	\$1,008	\$6,048
Auto Liability/Property Damage	33	\$451	\$14,883
Auto/Physical Damage	9	\$329	\$2,961
General Liability/Bodily Injury	4	\$1,008	\$4,032
General Liability/Property Damage	7	\$451	\$3,157
Professional Liability	4	\$844	\$3,376
Incidents - Liability	7	\$53	\$371
Total Liability Fee Per Claim	70		\$34,828
ADMINISTRATIVE SERVICES	Quantity	Rate	Fee
Administrative Services			
Administration / Data Management			\$9,548
RMIS Standard License (2 RMIS Users)			Included
RMIS Additional Full-Access Users	1	\$500	\$500
RMIS Additional View-Only Users	4	\$250	\$1,000
\$0 Settlement Authority Surcharge	1	\$8,500	\$8,500
Total Administrative Services			\$19,548
TOTAL USD			\$179,960

Gallagher Bassett is presenting a new three-year contract. Claim rates and admin fees increasing by 3.5% in year 2 (2027-2028) and increasing 3.5% in year 3 (2028-2029).

GBCARE MEDICAL MANAGEMENT SERVICES

SERVICES	CHARGES
Fee Schedule (Bill Review / UCR)	\$8.50 Per Bill
All Other Savings • System Savings • Clinical Validation/Nurse Review (CV) • Preferred Provider Networks (PPO) • Out Of Network (OON) • Specialty Networks/Physical Therapy (PT)	27 % of Savings 27 % of Savings 27 % of Savings 27 % of Savings 27 % of Savings
Electronic Receipt of Medical Bills	\$2 additional Per Bill
Telephonic Case Management	\$95 Medical Triage one time per file \$340 per claim (each 30 days)
Utilization Review Program	\$125 Outpatient Pre-Certification Letter Only Authorization Program - Included at no charge
UR Physician Review	\$285 per Review
California UR IMR Processing	\$140 per IMR Request
Medical Case Management and Vocational Rehabilitation - Hourly	\$120 per hour plus expenses \$140 per hour plus expenses - AK, CA, HI, NY \$180 per hour plus expenses Complex or CAT cases \$230 per hour plus expenses CAT - AK, CA, HI, NY
Priority Care 365	\$95 per call - Language line charges apply where utilized
Other State Services: • California MPN Service • Illinois PPP Service • New York PPO Service • Texas HCN Service • West Virginia MHCP Service	For claims handled in the designated states (otherwise, Not Applicable) No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms Percent of savings: 9.5% of total savings to include bill review, network access & Nurse triage. Available option if client enrolls in a West Virginia MHCP. If selected, fees include \$45 per claim. Network Management and Administration of \$45 per hour when required
Medical Cost Projection (MCP) and Clinical Recommendations	\$160 per Hour
Pharmacy Benefit Management (PBM)	Cost of prescriptions – no charge for Bill Review or PPO reductions for PBM transactions



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SERVICES	CHARGES
Durable Medical Equipment (DME) Program	Cost of medical equipment - no charge for Bill Review or PPO reductions for Prospective DME transactions
Dental Review Program	Charged on a per review basis

Client and GB agree as follows: If a vendor other than the GBCARE Medical Management Services preferred vendor is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of medical management vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$250 annually per user
	RMIS Full Access User, \$500 annually per user
Loss control	\$150 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs. If electronic OSHA reporting is required, an additional fee will be charged. Oversight and accuracy of all OSHA data is the responsibility of the employer prior to posting or submitting to OSHA.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Liability Nurse Review (LNR)	
Liability Nurse Review - Review of medical records with third party settlement demands to aid in evaluating exposure, potential defenses, and optimal negotiation. Medical Bill Analysis - Comparison of medical bills and medical specials against usual and customary reimbursement rates. Clinical Review - Comprehensive review of medical records to evaluate causation, appropriateness of medical care, impact of pre-existing conditions, and extent of disability.	Prevailing rate per each service
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	



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OTHER SERVICES

Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Actual - Claims will be reconciled and billed monthly for the first 18 months and then at the 24th month and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Handle to Conclusion:

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 4 Telephonic Claim Strategy Meeting(s)
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$0
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
 - EDI
 - EDI Set Up
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Injured Employee WC
- Acknowledgement Letter to Claimant Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

8. Pricing is based on using GBCARE Medical Management Services preferred vendors for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Workers' Compensation - Medical Only Claims

A work-related Claim that meets all of the following criteria:

- Payments for either indemnity or vocational rehabilitation were not required
- The Claim has not become contested or in suit
- No investigation required to determine compensability or subrogation requirements
- No loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement consultation approvals were required
- Payments on the Claim do not exceed \$5,000
- Days open do not exceed 180 days

Workers' Compensation - Indemnity Claims

A work-related claim that is not a Medical Only Claim.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Professional Liability Claims

All professional liability claims are stat entry only. Stat Entry claim handling will only include: claim set-up, setting of initial reserve and ongoing updates based upon guidance from client, issuing payments.



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ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:

Gallagher Bassett Services, Inc.

2850 Golf Road

Rolling Meadows, Illinois 60008-4050

Attn: Legal Department

Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

By: 

Print Name: Liz Staruck

Title: General Counsel

Date: September 22, 2025

ACCEPTED AND AGREED TO BY:

Williamson County

By: _____

Print Name: _____

Title: _____

Date: _____