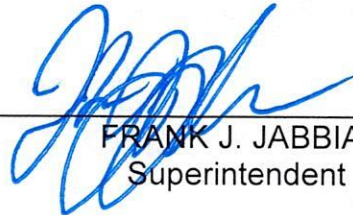


**ST. TAMMANY PARISH SCHOOL BOARD
COVINGTON, LOUISIANA**

**REQUEST FOR PROPOSALS ON
THIRD PARTY ADMINISTRATION SERVICES**

1. Written proposals will be received until 11:00 A.M. on Monday, April 11, 2022. All proposals shall be either hand delivered or sent by registered or certified mail, UPS or FedEx, with a return receipt requested to the St. Tammany Parish School Board Office, 321 N. Theard Street, Covington, Louisiana 70433, in a sealed envelope clearly marked on the outside "REQUEST FOR PROPOSALS #148 - ON THIRD PARTY ADMINISTRATION SERVICES – APRIL 11, 2022". All proposals arriving after the above date and hour will be returned unopened to the proposers.
2. The St. Tammany Parish School Board offices located at 321 N. Theard Street, Covington LA are currently closed to the public per Louisiana Governor's Proclamation Number JBE 2020-30. Sealed proposals will be received in the drop box on the south side of the School Board Offices (23rd Avenue side). The drop box will be checked at 1:00 A.M. on Monday, April 11, 2022. Proposals should be hand delivered or sent by registered or certified mail, UPS or FedEx to this drop box or submitted electronically to www.centralbidding.com.
3. Proposals submitted will be evaluated by a committee consisting of at least three (3) members appointed by the St. Tammany Parish School Board Superintendent. During the evaluation process, the evaluators may, at their discretion, request any one or all firms/individuals to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the evaluators may have on a firm's proposal. Not all firms may be asked to make such oral presentations.
4. Proposal should be prepared simply and economically and need not contain any special bindings, materials, promotional materials, et cetera. Proposal emphasis should be given to completeness and clarity of content. The St. Tammany Parish School Board has provided the criteria with which each respondent will be evaluated in Section X. – METHOD OF AWARD.
5. The following claims administration services shall be included in your proposal:
 - Worker's Compensation
 - General Liability
 - Commercial Auto Liability
 - Property Claims
6. Pricing for each type of claim must be included in your proposal. Any and all fees related to the service of this program must be clearly identified and disclosed.

7. Each company must submit evidence of Errors & Omissions Insurance with a limit of at least \$1,000,000. Prompt, efficient and competent servicing of the insurance needs of the Board together with financial conditions and willingness of the TPA to accord deference to the Board relative to claim/litigation management will be important considerations in the award of the contract.
8. In accordance with Revised Statute 38:2237A(9), the School Board may reject all proposals when it is deemed that such action is in the best interest of the School Board.
9. Any and all questions or requests for additional information regarding this RFP are to directed in writing to STPSB's Risk Manager by mail to 321 N. Theard Street, Covington LA. 70433, by email to kirt.gaspard@stpsb.org or by fax to (985) 898-3294 until 4:30 p.m. March 28, 2022.



FRANK J. JABBIA
Superintendent



St. Tammany Parish School Board

Request for Proposal (RFP)

**THIRD PARTY ADMINISTRATOR
(TPA) SERVICES**

I. PURPOSE

St. Tammany Parish School Board (hereinafter referred to as STPSB) currently maintains certain portions of its liability insurance coverage utilizing a self-insured retention (SIR) program. STPSB is inviting proposals from interested TPAs to provide claims adjusting and claims administration services to STPSB for certain components of its SIR program. It is currently anticipated that STPSB will contract for TPA services for three year period, commencing May 15, 2022. STPSB's TPA will be responsible for the management of all new and existing claims and incidents.

II. BACKGROUND

STPSB is a public school district located in St. Tammany Parish, Louisiana, and information about STPSB can be obtained through its web site www.stpsb.org.

Typical types of claims against STPSB, which involve its SIR program and the services of a TPA, are those for bodily injury, property damage, personal injury and workers compensation, where applicable, arising from automobile liability, general liability and workers' compensation losses.

III. RFP DEFINITIONS

THIRD PARTY ADMINISTRATOR (TPA) SERVICES means those services required of an independent contractor who possesses specialized knowledge, experience and expertise in providing investigation of claims, payment of claims, record keeping, utilization of an online Claims Management Information System and its required maintenance, and preparation of any and all required reports or accounting. This includes reports to STPSB and to any excess insurance carrier. Services may also include the investigation of and collection for claims whereby STPSB is to be indemnified.

REQUEST FOR PROPOSAL (RFP) means the written Notice of Request for Proposals from STPSB to contract for TPA services for an anticipated three-year period, commencing May 15, 2022, inclusive of pertinent information related to the RFP evaluation and selection process.

RESPONSE means the written response to a Notice of Request for Proposals submitted to STPSB in the specified number of copies. At a minimum, each submission shall include a response setting forth all fees and separate charges, a sample or draft of the proposed contract, financial statements or reports with an unqualified opinion from a CPA for the past three years, office and processing center addresses, references, resumes of key personnel and any other material specified in the Notice of Request for Proposals.

RESPONDENT means the firm that submits a response to an RFP seeking a contract with STPSB to furnish Third Party Administrator Services for automobile liability, general liability, property and workers' compensation, to be administered in accordance with the provisions of applicable law and regulations.

IV. INVITATION

STPSB is soliciting proposals (RFP) from interested TPAs who desire to enter into a contractual arrangement with STPSB for the primary purpose of adjusting and administrative activities as outlined in Exhibit A. In accordance with Revised Statute 38:2237 A(9), the School Board may reject all proposals when it is deemed that such action is in the best interest of the School Board. Additionally, STPSB reserves the right to negotiate individually with any of the respondents related to contract terms. STPSB may contract for any or all lines of coverage.

V. INTERPRETATION OF REQUEST FOR PROPOSAL

Respondents shall promptly notify the individual designated by STPSB if, upon examination of the RFP, any ambiguity, inconsistency or error is discovered. In order to be considered, STPSB must receive notification of such no later than one week before the submission deadline.

Solely STPSB, or its designated representative, shall make any interpretations, corrections or changes to the RFP, in writing. Interpretations of and corrections or changes made to the RFP in any other manner shall not be valid. A respondent shall not rely upon such other interpretations, corrections or changes.

VI. RFP INSTRUCTIONS

The following administrative instructions are offered for those TPAs interested in presenting a proposal to STPSB for TPA services:

- A. Any and all questions or requests for additional information regarding this RFP are to directed in writing to STPSB's Risk Manager by mail to 321 N. Theard Street, Covington LA. 70433, by email to kirt.gaspard@stpsb.org or by fax to (985) 898-3294 until 4:30 p.m. March 28, 2022.
- B. Proposals must be received by STPSB no later than April 11, 2022, by 11 AM, at :

St. Tammany Parish School Board
Risk Management Department
321 N. Theard Street
Covington, LA 70433

- C. All proposals must be clearly marked "PROPOSAL#148 - TPA SERVICES FOR STPSB." Three (3) copies of the proposal must be provided. Proposals that arrive after the 11 AM deadline are not acceptable and will not be opened. Electronic proposals will be accepted. Electronic proposals must be submitted to and be received no later than April 11, 2022 by 11 AM. Please find related materials and place electronic responses at www.centralbidding.com.
- D. It is STPSB's desire that those TPAs interested in providing a proposal do not incur any extraordinary expense in responding to this RFP. Proposals should be prepared simply and economically and need not contain any special bindings, materials, promotional materials, et cetera. Proposal emphasis should be given to completeness and clarity of content. STPSB has provided the criteria with which each respondent will be evaluated.
- E. Respondents are hereby advised that personal interviews with STPSB's personnel and/or Risk Manager may be required. The respondent is advised that there may be as few as 72 hours to schedule a presentation. Additionally, the respondent may be required to demonstrate the use and capabilities of the TPA's Claims Management System.

VII. RFP RESPONSE ITEMS

- A. STPSB desires to familiarize itself with those firms submitting proposals for TPA services. In that spirit, STPSB requests that the responding TPAs submit the following information in the proposal:
- B. A brief history of the TPA firm, including the current territories that it services, coverage lines handled, and a listing of memberships in local and national professional organizations.

- C. Brief resumes of the TPA's management team and the adjusting personnel to be assigned to STPSB's account. These resumes should include any professional designations held by those personnel as well as a listing of memberships in any professional organizations. STPSB reserves the right to accept/reject key personnel.
- D. The name(s) and owner of any parent corporation(s) that own(s) the TPA firm and/or any subsidiary entities that the TPA firm own(s) and the services which they perform. It is STPSB's desire that its TPA firm not own or be owned by any organization that is actively engaged in the sale of insurance products.
- E. A list of a minimum three references for which the prospective TPA is currently performing TPA services. This list of references shall include at least one school entity. Please include a contact name, telephone number and list of lines of insurance for which TPA services have been and or are being performed.
- F. A certificate of insurance or an acknowledgement indicating that, if *awarded* the contract for TPA services, the required insurance will be implemented prior to contract inception. STPSB reserves the right to request copies of any insurance policies, including all forms and endorsements.
- G. A copy of the TPA's usual and customary contract for adjusting services.
- H. A financial statement or other representation of financial solvency.
- I. An annual flat rate fee schedule to include the TPA services outlined in Exhibit A.

VIII. SCOPE OF SERVICES AND MINIMUM CLAIM SERVICE STANDARDS

- A. STPSB will require the performance of the following administrative services, at a minimum, and respondents are directed to provide a narrative that outlines their concept of how these requirements will be met if awarded the contract:
- B. The respondent shall make available a 24/7/365 toll free and Internet based reporting and adjuster service.
- C. The respondent shall establish realistic claim reserves, attend attorney meetings and/or conduct telephone conferences to develop defense strategies, attend mediation conferences, attend and provide testimony at necessary trials, develop and monitor budgets for defense costs, and attend regular meetings with STPSB.
- D. The respondent shall identify the claims supervisor and individual staff adjusters that will be assigned to handle claims for the STPSB for each line of coverage.
- E. The respondent shall indicate the total number of existing claims currently assigned to each adjuster that will service the STPSB account.
- F. The respondent shall indicate the total number of personnel overseen, clients and claims currently assigned to each supervisor that you intend to service this account.
- G. The respondent shall describe all claims investigation services and techniques incorporated into your proposal by line of coverage and type of claims within each line.
- H. The respondent shall describe the involvement, if any, of the designated claims personnel on this account in on-site investigation and other outside claims adjusting functions.

- I. The respondent shall identify any and all claims adjusting services that you intend to sub-contract in order to fulfill the requirements of this contract.
- J. The respondent shall make efforts to minimize money demands, expenses, and awards. This may be demonstrated by indicating the utilization of preferred providers for appraisals, repairs, independent medical exams, et cetera. Ideally, the procedures recommended and adopted in this regard will lend themselves to the quantification of savings to STPSB over the term of the TPA contract.
- K. The respondent shall provide an electronic Claims Management System (CMS) that will be used to store claims data in a versatile database. The system should be able to manipulate data by type of claims, cause, date of occurrence, job title, work groups, location, values, et cetera. The CMS shall be Internet-based and be accessible 24 hours per day, real time valued and at least on a read-only and print basis by STPSB and its risk manager. The use of this system will negate the need of the TPA to furnish hard copy reports as STPSB will be able to access data on an at will basis. The Internet-based system shall not require any specialized computer equipment, telephone equipment or telephone line access / dedication.
- L. The respondent shall be available for frequent and routine communication with STPSB's designated administrative staff and/or Risk Manager when required.
- M. The respondent shall respond timely to all inquiries from STPSB Risk Manager and/or its designated representative(s).
- N. The respondent shall provide assistance to the STPSB's Risk Manager and/or its designated representative(s) in performing independent claims audits of those claims that have been adjusted or that are being adjusted on behalf of STPSB.
- O. The respondent shall provide type and description of an internal quality control program, procedure and plan in case of a catastrophe or other disaster.
- P. The respondent shall ensure that all files must be created and reserved within two (2) working days after receipt of initial report of injury or accident.
- Q. The respondent shall ensure that diaries must be established so that each case is reviewed every thirty (30) days, or more frequently where needed.
- R. The respondent shall ensure that all payments and vouchers will be made promptly and in accordance with the following:
 - a. Uncontested indemnity, as required by statute.
 - b. Uncontested liability, within five (5) working days.
 - c. Uncontested medical bills, as required by statute.
 - d. Audited workers compensation medical bills, within five (5) working days.
- S. The respondent shall ensure that all medical bills must be reviewed for causal relationship and authorization.
- T. The respondent shall ensure that all medical only claims will be reviewed for possible closure at a minimum of every sixty (60) days.
- U. Duplicate claim files of all claims reserved in excess of \$25,000, including reserve worksheets, diary notes, file payments log and all correspondence will be provided to STPSB upon request.

- V. The respondent shall ensure that initial contact with injured employees and claimants must be accomplished or attempted prior to any payments. Upon initial contact, administrator will document the description of the injury/accident and pertinent facts. Successful and unsuccessful attempts to contact injured employees or claimants must be documented.
- W. On all questionable workers compensation indemnity or liability cases, informative statements will be secured from the claimant and witnesses within seven (7) days of receipt of loss notice, unless the file reflects a reasonable explanation for delay.
- X. The respondent shall ensure that telephone or personal contact will be maintained with STPSB employees receiving TTD benefits no less frequently than monthly, to maintain reports and to monitor medical progress and return to work status.
- Y. The respondent shall ensure that medical reports will be obtained, or the medical providers contacted for same, as frequently as needed for verification of continuing indemnity payments.
- Z. Pertinent past medical records will be secured and apportionment addressed in all cases prior to final resolution of PPD awards.
- AA. Independent medical examinations and Second Medical Opinions will be scheduled with qualified physicians in cases where treatment, length of disability, surgical intervention, compensability or extent of disability are in question.
- BB. Subrogation will be investigated and subsequently ruled out or pursued in all cases involving third party negligence.
- CC. Excess Carrier Claims reporting as required to protect the interest of STPSB.
- DD. Second Injury Fund claims investigation, filing on behalf of STPSB and reporting as required to protect the interest of STPSB.
- EE. A written analysis of all proposed settlements will be provided to STPSB for consideration and authorization.
- FF. The respondent shall have zero settlement authority.

IX. COMPENSATION

It is the intent of the STPSB to budget its claims adjusting expense as systematically as possible. STPSB provides for the following TPA compensation components (See Exhibit A). The following information must be completed and returned with the respondent's proposal:

- A. An annual flat rate fee schedule for adjusting STPSB's automobile liability, school yard, quasi property damage, general liability and workers' compensation claims. A data history of claims activity for the past 5 years is enclosed. This data is presented for the respondent's use in formulating its pricing plan. The claims data is not intended to predict future claims activity. Future STPSB claims activity may involve fewer or greater claims than shown in the data that has been submitted.
- B. Fee for taking over all open existing Automobile liability, school yard, quasi property damage, general liability and workers' compensation claims and continued handling until conclusion and closure of each such claim.

- C. Fee for providing an onsite claims unit dedicated exclusively to STPSB for all TPA related services. Provide details as to staff size, overhead and pricing structure.
- D. Any additional items that may impact the compensation scheme of the respondent.

X. METHOD OF AWARD

After the timely receipt of all written RFPs, each respondent will be evaluated in accordance with the criteria below. Any respondent that does not adhere to the RFP format as specified may be considered as non-responsive and not subject to further evaluation.

Technical competence of the respondent and information technology services is clearly important in the determination of a final successful respondent. STPSB reserves the right to conduct interviews of key personnel regarding any aspect of the RFP and/or to request additional information about any part of the RFP that may require clarification. STPSB and/or its designated representative(s) will review and evaluate the written response to the RFP based on the following criteria:

EVALUATION CRITERIA	POINTS
Methodology and resources applied to fulfill the scope of services, staffing and organization including experience and professional qualifications of key management and claims adjusting personnel who are assigned to the project	30
Information Technology services including access, capabilities and reporting.	35
Cost of services	35
Total	100

XI. EXHIBITS

The following exhibits are attached:

EXHIBIT A: Compensation Components

XII. INTENDED TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

STPSB will require the successful respondent to enter into a contract for TPA services. Mutually acceptable contract terms will be negotiated and will include, but not necessarily be limited to, the following topics:

- A. Compensation schedule for the TPA services;
- B. Services expected from the TPA and the basis of the cost to STPSB for those services;
- C. Insurance requirements that the TPA must meet and maintain throughout the term of this contract;
- D. Mutual hold harmless, indemnification and waiver of subrogation provisions;
- E. Methodology for dispute resolution;
- F. TPA endorsement of non-discrimination practices and policies;
- G. Term of the contract to include the methodology for TPA performance review and cancellation provisions;
- H. And any additional items presented by STPSB.
- I. Any contract and/or purchase order resulting from this RFP will be subject to the laws of the State of Louisiana and all other applicable statutes.

EXHIBIT A

Compensation Components

The following adjusting and administrative services **shall be included** in the respondent's annual flat rate fee schedule:

Workers' Compensation

File Set Up Fee
Claimant Indexing
Second Injury Fund Claims Reimbursement
Excess Insurance Claims Reimbursement
Open Claims Costs
Indemnity
Medical

Automobile, General Liability & Property

Subrogation
File Set Up Fee
Open Claims Costs
Bodily Injury
Physical Damage
Medical Payments / Schoolyard Only File
Quasi Property Damage File
Incident Report Only
Administration Fees
General Administrative Fee
Accounting Fee
Mileage
Photograph Copies
Facsimile
Photographs
Check Issuance Charge
Cassette Tapes / Compact Discs
Office Charges
Clerical Charges
Technology Fees
Data Conversion Fee (if applicable)
Miscellaneous

EXHIBIT A

Compensation Components

The following allocated loss expenses **shall not be considered** in the respondent's annual flat rate fee schedule:

Attorney expenses for claims in suit and for representation at hearings or pre-trial conferences Court reporter expenses

Appraisal fees

Court expenses

Interest paid as a result of litigation

Costs of legal transcripts of testimony

Costs of depositions and court reported and/or recorded statements Witness fees and travel expenses

Engineer expenses hired to determine the extent of STPSB's liability Vocational Rehabilitation, Medical Case Management and Utilization Review Computerized Medical Bill Review services

Cost of Preferred Provider Organization fees or other similar cost containment programs Services performed