

THIS IS JUST A SCOPE OF WORK. PLEASE EMAIL PURCHASING@STPGOV.ORG FOR A COMPLETE PACKAGE.

Scope of Work/Services

- A. TPA shall investigate, evaluate, adjust and handle Auto Liability, General Liability, Marine Liability and Workers' Compensation/Employers' Liability claims and present their recommendations to the Parish for consideration; TPA shall provide record keeping services for Litigation, Public Entity Management Liability (Public Officials Liability), Employment Practices Liability, and Employee Benefits Liability. TPA shall have no settlement authority and must agree not to settle or deny any claim without approval of the Parish Risk Manager, or other designated Parish representative. Final decision for settlement shall rest with the Parish. Any settlement is to include preparation and actuation of all necessary stipulations, compromise, and release agreements.
- B. TPA will provide the Parish with monthly and annual, and/or as may be reasonably requested by Parish, detailed Risk Management Information Reports (RMIS) including, but not limited to, loss runs, check registers, reserve transaction journal and large loss listing. Other RMIS services, including but not limited to data conversion, systems modification and additional report distribution, shall also be provided as reasonably necessary.
- C. TPA will provide the Parish's designated representatives real-time access to all claim files, including, but not limited to, all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet based access available to the Parish. TPA will provide training to Parish on access to and use of their computer system for reviewing claims and running reports. TPA agrees the Parish shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the proposer. Further, at the sole option of the Parish, and upon fifteen (15) days written notice, the proposer shall deliver such files to the Parish. Upon termination of the contract, at the sole expense of the proposer, the proposer shall provide the Parish with computer tapes or other computer media containing all of the claim data in a format generally importable into a commonly recognized database for claims administration services.
- D. TPA will provide a Key Account Manager to be the interface for set-up and on-going relationship with the Parish.
- E. TPA will provide the Parish insurance Agent and Insurance Companies with annual and quarterly detailed and summarized loss run statements as required by the Insurance company contract.
- F. TPA will be responsible to comply with all rules, regulations and reporting requirements promulgated by State of Louisiana under the Workers' Compensation law in a timely fashion.
- G. TPA will be responsible for filing applicable workers compensation claims with the State of Louisiana Second Injury Fund in a timely fashion, and to comply with all rules, regulations and reporting requirements of the Louisiana Workers' Compensation Second Injury Fund.
- H. TPA will be responsible for filing 1099's and 1096's for any claim payments it may make on

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behalf of the Parish.

- I. TPA will assume the responsibility for notification to any excess insurance carrier of claims and will provide timely reports as required by each carrier.
- J. TPA shall perform as agent for the Parish and shall comply with the mandatory reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. The Parish shall be designated as the Responsible Reporting Entity (RRE) with CMS and its Coordination of Benefits Contractor (COBC). TPA agrees to timely collect and transmit required data electronically to the COBC as well as to interact and negotiate settlements with Medicare where necessary.
- K. TPA shall provide Medical Cost Containment (bill review) services for the Parish's workers' compensation medical claims. TPA shall ensure the Parish receives the maximum reductions and discounts it is entitled on all medical bills presented to it for payment. If applicable, TPA will serve as consultant to the Parish on bill reduction disputes and litigation at no additional cost to the Parish.
- L. TPA shall meet with The Parish on a monthly basis, or as reasonably requested, to examine loss runs and to discuss claims and other matters pertaining to the services provided under this contract. TPA shall present settlement recommendations and make recommendations regarding claims processes and procedures. Unless specifically requested by The Parish to attend a meeting in person, monthly meetings will be held via telephone conference and shall include the Parish's Risk Manager, or other Parish designated representative, TPA's Key Account Manager, and all adjusters assigned to the Parish's claims. TPA shall meet at least three (3) times annually with the Parish and the Parish's legal counsel to discuss litigation files.
- M. The Parish's litigation is assigned to attorneys of the Parish Legal Department. The TPA shall cooperate with the Attorneys, or designated outside counsel, in the handling of litigated claims and provide independent investigators or other experts as deemed necessary if directed to do so.
- N. The TPA shall obtain and maintain at all times all permits, licenses and certificates required in connection with the services provided. It shall be licensed by and authorized to do business in the State of Louisiana.
- O. The selected TPA must be evaluated and approved by the Parish's insurance carrier(s).
- P. The TPA will be allowed authority to set reserves up to \$10,000, however the TPA will have no settlement authority without Parish approval.