

#### ST. TAMMANY PARISH MICHAEL B. COOPER PARISH PRESIDENT

#### NOTICE OF REQUEST FOR QUALIFICATIONS

#### **ST. TAMMANY PARISH**

St. Tammany Parish is seeking responses for the following project:

#### RFQ# 23-1-4 – Health Insurance Broker Services

This RFQ is available online at: LaPAC – Louisiana Procurement and Contract Network:<u>https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=1</u> <u>85</u>

It is the Respondent's responsibility to check LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Respondent's failure to download any addenda documents required to complete an RFQ.

Responses will be received by the Department of Procurement, **until 2:00 pm CST**, **Tuesday**, **October 24, 2023.** RFQ responses will be opened publicly at the physical location as identified in Section 1.4 of the RFQ documents and only respondents who have submitted an RFQ response shall be identified aloud. Prices shall not be read. Each response will be evaluated by designated Parish personnel after the submission deadline and public opening has passed.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFQ #, and the Proposal Opening Date.

The successful Respondent must supply St. Tammany Parish Government with all required documentation as specified in the RFQ documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

Responses will be received at St. Tammany Parish Government Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471 from each Respondent or his agent, or by certified mail with return receipt requested.

Procurement Department

### **REQUEST FOR QUALIFICATIONS**

#### **ST. TAMMANY PARISH GOVERNMENT**

#### **HEALTH INSURANCE BROKER SERVICES**



RFQ Number: 23-1-4

Proposal Opening Date: October 24, 2023

Proposal Opening Time: 2:00 PM

September 7, 2023

Version 2023 Q1

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Attachment "E" – Affidavits

Attachment "F-1" – Sample Scoring Matrix

Attachment "F-2" – Vendor Scoring Matrix

Attachment "F-3" - Proposed Solution and Technical Responses

Attachment "G" – Sample Corporate Resolution

Attachment "H" – Sample Certificate of Insurance

#### **REQUEST FOR QUALIFICATIONS**

#### FOR

#### HEALTH INSURANCE BROKER SERVICES

#### PART I: OVERVIEW

#### 1.1 Background

St. Tammany Parish Government (STPG) is a local government agency in the State of Louisiana and employs 605 full time employees and affiliates who are eligible for health insurance and other related benefits. The total amount of full time employees enrolled in the health insurance plan is 575. Approximately 30 retirees under age 65 also participate in the medical plan.

The Human Resources Department is comprised of the Director, a Senior Payroll Specialist, a Payroll Specialist, a Senior Human Resources/Payroll Specialist, a Human Resources Specialist, and a Support Services 2 position. The Senior Human Resources/Payroll Specialist is primarily responsible for benefits and is assisted by the Human Resource Specialist. St. Tammany Parish Government is not subject to ERISA (Employee Retirement Income Security Act of 1974).

The Parish seeks broker services for benefit products such as medical, dental, and vision insurance, basic and voluntary life plus ADD&D insurances, short and long-term disability, FML (Family Medical Leave) administration IRS-approved spending accounts, and a Section 125 cafeteria plan. Broker services are also needed to secure Medicare Advantage or Medicare supplemental plans for retirees ages 65 and over. Compliance with Federal, State, and local laws and regulations has become increasingly burdensome and complex. A quality broker is sought to not only seek competitive benefit products that are responsive to the needs of STPG employees but also to advise the Human Resources Department on all compliance issues.

STPG employees are currently covered by various plans with varying levels of premiums, benefits, and deductibles depending on the plan. **See Attachment A - 2023 Benefit Guide.** 

The plan year begins May 1 and ends April 30 of each year.

#### 1.1.1 Purpose/Goals

The purpose of this Request for Qualifications (RFQ) is to obtain informational proposals from qualified Respondents who are interested in providing health insurance broker services. Submittal of a proposal does not create any right or expectation to a contract with the Parish.

#### 1.2 Definitions

A. <u>Shall</u> – The term "shall" denotes mandatory requirements.

- B. Must The term "must" denotes mandatory requirements.
- C. <u>May</u> The term "may" denotes an advisory or permissible action.
- D. <u>Should</u> The term "should" denotes a desirable action.
- E. <u>Contractor</u> A Respondent who contracts with the Parish.
- F. Parish St. Tammany Parish Government.

G. <u>Discussions-</u> For the purposes of this RFQ, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit proposals in response to this RFQ.

- H. <u>RFQ</u> Request for Qualifications.
- I. <u>Respondent</u> Person or entity responding to this RFQ.
- J. <u>Agreement</u> A contract between the Contractor and the Parish.

K. <u>Evaluation Committee</u> – Committee established for the purposes of evaluating proposals submitted in response to this RFQ.

#### **1.3** Schedule of Events

	Date	<u>Time (CT)</u>
1. RFQ Available	September 20, 2023	8:00 AM
2. Deadline to receive written inquiries	October 13, 2023	2:00 PM
3. Deadline to answer written inquiries	October 19, 2023	2:00 PM
4. Proposal Opening Date (deadline for submitting proposals)	October 24, 2023	2:00 PM
5. Oral discussions with Respondents, if applicable	To be schedu	led
6. Notice of Intent to Award to be mailed	To be schedu	led
7. Contract Initiation	To be schedu	led

NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFQ.

#### 1.4 **Proposal Submittal**

This RFQ is available online at: LaPAC – Louisiana Procurement and Contract Network: https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185 **NOTE:** LaPAC is the State's online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of a STPGOV solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\_user=self\_reg

All proposals shall be received by the Procurement Department <u>no later than the date and time</u> <u>shown in the Schedule of Events.</u>

### Important - - Clearly mark outside of the sealed envelope, box or package with the following information and format:

- X Name and Address of Proposer
- X Proposal Name: Health Insurance Broker Services
- X RFQ #: 23-1-4
- X **Proposal Opening Date: October 24, 2023**

Proposals may only be sent via certified mail, hand-delivery or courier service to our physical location at:

St. Tammany Parish Government Procurement Department 21454 Koop Drive, Suite 2F Mandeville, Louisiana 70471

Respondent is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the Respondent's chosen means of proposal delivery.

Respondent is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

#### PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY RESPONDENTS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD.

If the Proposer <u>has not</u> done business with the Parish, the Proposer should submit a <u>W-9</u> with their response.

#### 1.5 **Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

A. <u>**Cover Letter:**</u> The cover letter should exhibit the Respondent's understanding and approach to the contemplated projects. It should contain a summary of Respondent's ability to perform the services described in the RFQ and confirm that

Respondent is willing to perform those services and enter into a contract with the Parish.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the Parish's request.

- 1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state <u>or</u> a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. A copy of the annual report or partnership record must be submitted to the Parish before contract award.
- 2. The signer of the proposal is a representative of the Respondent authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be submitted to the Parish before contract award.

The cover letter should also:

- 1. Identify the submitting Respondent and provide its federal tax identification number;
- 2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Respondent to contractually obligate the Respondent; and
- 3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **<u>Table of Contents</u>**: Organized in the order cited in the format contained herein.
- C. <u>Respondent Qualifications and Experience</u>: History and background of Respondent, related services provided to government entities, existing customer satisfaction, volume of clients, etc. Respondent should specifically provide a description of all relevant consulting assignments similar to the services requested herein which have been completed by the Respondent within the last three (3) years ("Government Entity Clients").

The description of any such Recent Projects should include the following:

- 1. Name of the client;
- 2. Year of the assignment and duration of assignment;
- 3. Nature of the services rendered; and
- 4. Professionals assigned to the project who are also proposed to serve on this assignment.

- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFQ requirements as described in Attachment F-2 and F-3.
- E. <u>Innovative Concepts</u>: Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of introducing broker service, programs and team assigned to the Parish.
- G. **<u>References:</u>** Respondent should provide names, addresses, telephone numbers, and contact persons for five (5) clients for which comparable services have recently been rendered, including a description of the services provided.
- H. <u>**Customer Service:**</u> Each Respondent should submit a provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- I. <u>**Resumes:**</u> Each Respondent should submit resumes for account manager, designated customer service representative(s), and any other key personnel to be assigned to this Project, including those of subcontractors, if any.
- J. <u>Additional Information</u>: Each Respondent should submit any other information deemed pertinent by the Respondent including terms and conditions which the Respondent wishes the Parish to consider.
- K. **Acknowledgment and Waiver:** Respondent shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).
- L. <u>Multiple Copies of Response:</u> Each Respondent shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided and one (1) electronic copy via USB or CD.

#### PART II: SCOPE OF WORK/SERVICES

#### 2.1 Scope of Work/Services

STPG seeks a broker to perform the following services:

- 1. Partner with HR to design multi-year strategic goals that align with internal and external environments regarding our benefits package. This includes ongoing assessment and monitoring to ensure alignment.
- 2. Evaluate current benefit offerings as a whole package with recommendations addressing duplicative and/or absent coverages, compliance with industry standards, and competitiveness of offerings, plan design, premium rates, and contribution structures.
- 3. Create bid documents for health insurance and other products currently offered by STPG including plan design, premium rates and contribution structure, and other terms and features.

- 4. Implement a negotiation strategy with HR to achieve best quality bids in terms of coverage, plan design, premiums, contributions, and strategic plan for multiple years.
- 5. Provide regular statistics and analysis of claims experience and trends to ensure optimal utilization and cost efficiency.
- 6. Solicit bids timely such that HR staff can initiate online open enrollment procedures. This typically means getting renewal and other proposals by mid-January and selection decision by February 1.:
- 7. Present an analysis of bids with recommendations for HR and STPG Administration, including a side-by side compare of current and proposed benefits and contract language.
- 8. Review for accuracy all contracts and agreements related to all plan documents including Section 125 plan and spending account documents requiring the signature of an STPG official prior to submission for signature.
- 9. Support the open enrollment process, including interface with vendors, on-site meetings, and production of materials and the STPG Employee Benefit Enrollment Guide.
- 10. Familiarity with open enrollment employee selection process in ERP benefits module so as to assist individual employees with accurate selection of benefits.
- 11. Coordinate with benefits vendors to assist with all open enrollment functions so that all employees are assisted with entering their selections accurately.
- 12. Assist HR staff with new vendor implementations including the electronic transmission of data to vendors (834 feed), invoicing processee, and spending account funding requirements.
- 13. Provide assistance communicating the terms and conditions of policies, coordination of benefits, and wellness initiatives to HR staff and STPG employees.
- 14. Interface with vendors as needed to resolve issues timely and effectively regarding plan administration.
- 15. Provide STPG-specific guidance to ensure compliance with laws and regulations related to employee benefits including notices, disclosures, PCORI fee and report transmission, IRS anti-discrimination testing and reporting, and ACA-related reporting, and spending accounts expense substantiation.
- 16. Provide advocacy representatives to assist employees with claims, denials, coordination of benefits, and other benefit related concerns.
- 17. Designate staff with specific knowledge of STPG insurance plans to offer HR staff immediate research, troubleshooting and resolutions when issues with carriers and/or employees arise.
- 18. Provide regular communications regarding changes in the laws and regulations affecting health and welfare plans and the laws and regulations of the IRS affecting same; upcoming reporting deadlines; notice of proposed legislation and related comment periods.

Proposed Solution and Technical Responses for Attachment "F-2 and F-3" should be submitted with the proposal.

#### 2.2 Period of Agreement

The Parish and selected Contractor agree that the term of the contract shall be two year(s), with an option to renew for two additional two-year terms. Renewal is at the Parish's option and upon acceptance of the Contractor.

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.31 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

Prior to commencing each work task, the Contractor will be required to secure a written Notice to Proceed Letter from the Parish and must execute an acknowledgment that it will comply with all requirements of the funding agency, if applicable.

#### 2.3 Price Schedule

Omitted as not applicable to this RFQ.

#### 2.4 Deliverables

The deliverables listed in Scope of Work/Services are the minimum desired from the successful Respondent. Every Respondent should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

#### 2.5 Location

Omitted as not applicable to this RFQ

#### PART III: EVALUATION

The Respondent must clearly designate that they meet each category of the scoring criteria stated below. The Respondent must briefly describe how their company satisfies the requirement and where in their response supports that requirement. Failure to comply with this requirement may negatively affect the overall score. Please refer to Attachment F-1.

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Compliance with the RFQ	15
The breadth and depth of client services, including legal compliance	35
Respondent's experience with comparable clients (i.e. public sector, Louisiana, volume) and quality of references	20
Qualifications of the Respondent service team, including, but not limited to, its experience and personnel assigned to similar projects	25
Proposal quality and references	5
Total	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish, not on the basis of what may be inferred.

The scores will be combined to determine the overall score. The Respondent(s) with the highest overall score will be recommended for award.

#### PART IV: PERFORMANCE STANDARDS

#### 4.1 **Performance Requirements**

Omitted as not applicable to this RFQ

#### 4.2 Performance Measurement/Evaluation

Omitted as not applicable to this RFQ

#### PART V: GENERAL PROVISIONS

#### 5.1 Legibility/Clarity

Responses to the requirements of this RFQ in the formats requested are desirable with all questions answered in as much detail as practicable. The Respondent's proposal is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFQ are also desired. Each Respondent is solely responsible for the accuracy and completeness of its proposal.

#### 5.2 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (LSA-R.S. 44.1, *et. seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages \_\_\_\_\_\_of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, the Parish of St. Tammany shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of St. Tammany's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing Respondent or other person seeks review or copies of another Respondent's confidential data, the Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Parish and hold the Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the Parish may disclose the information.

The Parish reserves the right to make any proposal, including proprietary information contained therein, available to Parish personnel, the Parish Council, or other Parish and state agencies or organizations for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Procurement Department. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

#### 5.3 **Proposal Clarifications Prior to Submittal**

#### 5.3.1 Pre-proposal Conference

Omitted as not applicable to this RFQ.

#### 5.3.2 Respondent Inquiry Periods

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and Parish operations. The Parish reasonably

expects and requires *responsible and interested* Respondents to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFQ. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Government Procurement Department Attn: Director of Procurement 21454 Koop Drive, Suite 2F Mandeville, Louisiana 70471

E-Mail: procurement@stpgov.org

An addendum will be issued and posted on LaPAC to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Respondent as a result of any oral discussions with any Parish employee or Parish consultant. It is the Respondent's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a Respondent's failure to download any addenda documents required to complete an RFQ.

Respondent shall be aware that this RFQ is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Respondents are not provided an opportunity to protest the process or results of this RFQ.

#### 5.4 Errors and Omissions in Proposal

The Parish will not be liable for any error in the proposal. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: the Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Parish or the Respondent. The Parish, at its option, has the right to request clarification or additional information from the Respondent.

#### 5.5 **Performance Bond**

Omitted as not applicable to this RFQ

#### 5.6 Changes, Addenda, Withdrawals

The Parish reserves the right to change the Schedule of Events or issue Addenda to the RFQ at any time. The Parish also reserves the right to cancel or reissue the RFQ.

If the Respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

#### 5.7 Withdrawal of Proposal

A Respondent may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Respondent must be submitted to the Procurement Department.

#### 5.8 Material in the RFQ

Proposals shall be based only on the material contained in this RFQ. The RFQ includes official responses to questions, addenda, and other material, which may be provided by the Parish pursuant to the RFQ.

#### 5.9 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

#### 5.10 Proposal Rejection

Issuance of this RFQ in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the Parish to do so.

#### 5.11 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the Parish. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the Parish and not returned to Respondents. Any copyrighted materials in the response are not transferred to the Parish.

#### 5.12 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing

for oral presentations, and any other expenses incurred by the Respondent in responding to the RFQ are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Parish.

#### 5.13 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### 5.14 Taxes

Any taxes, other than state and local sales and use taxes, from which the Parish is exempt, shall be assumed to be included within the Respondent's cost.

#### 5.15 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Respondent's acceptance period is unacceptable and the Respondent is unwilling to extend the validity of its proposal.

#### 5.16 Prime Contractor Responsibilities

The selected Respondent shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### 5.17 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the Parish urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Parish.

Information required of the prime contractor under the terms of this RFQ, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

#### 5.18 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award; however, the Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Parish.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Any such written or oral discussions/presentations shall be initiated by the Parish. Proposals may be accepted without such discussions.

#### 5.19 Acceptance of Proposal Content

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Respondent to accept these obligations shall result in the rejection of the proposal.

#### 5.20 Evaluation and Selection

All responses received as a result of this RFQ are subject to evaluation by the Evaluation Committee for the purpose of selecting the Respondent with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Respondents to make this determination. Any such written or oral discussions shall be initiated by the Evaluation Committee.

Results of the evaluations will be provided by the Evaluation Committee to the Procurement Director. Written recommendation for award shall be made for the Respondent(s) whose proposal, conforming to the RFQ, will be the most advantageous to the Parish, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the Parish.

#### 5.21 Contract Negotiations

If for any reason the Respondent whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFQ considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Respondent. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

#### 5.22 Contract Award and Execution

The Parish reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFQ, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the Parish.

Respondents are discouraged from submitting their own standard terms and conditions with their proposals. Respondents should address the specific language in the sample contract in Attachment "B" of this RFQ and submit any exceptions or deviations the Respondent wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Respondent fails to sign the contract within **ten calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Respondent.

Award shall be made to the Respondent with the highest points, whose proposal, conforming to the RFQ, will be the most advantageous to the Parish, price and other factors considered.

The Parish may determine to contract with multiple Respondents.

In accordance with Louisiana Law, all corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.

#### 5.23 Acknowledgment and Waiver of Protest Rights

Respondent shall execute an Acknowledgment and Waiver (the "Waiver") (Attachment "C") and shall produce same to the Parish along with its proposal. Such Waiver shall state that Respondent has read this RFQ and the Waiver, and understands that the Parish's obligations under this RFQ are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Respondent understands that it is provided no opportunity for protest and waives all such rights.

#### 5.24 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Procurement Department will issue a "Notice of Intent to Award" letter to the apparent successful Respondent(s). A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Parish, the Parish may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Respondent.

The Procurement Department will also notify all unsuccessful Respondents as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

#### 5.25 Insurance Requirements

The Contractor shall comply with all insurance requirements of the Parish as contained in Attachment "D". All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Contractor shall furnish the Parish with certificates of insurance effecting coverage(s) required by the RFQ (see Attachment "D"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

#### 5.26 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

#### 5.27 Indemnification and Limitation of Liability

#### 5.27.1 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

#### 5.27.2 Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description,

which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### 5.27.3 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### 5.27.4 Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### 5.27.5 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

#### 5.28 Fidelity Bond Requirements

Omitted as not applicable to this RFQ

#### 5.29 Payment

Omitted as not applicable to this RFQ

#### 5.29.1 Payment for Services

The Contractor may invoice the Parish monthly, in accordance with the Pricing Schedule agreed to by the parties, at the billing address designated by the Parish . Payments will be made by the Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Parish. Invoices shall include the purchase order number. Invoices submitted without this information will not be approved for payment until the required information is provided/reflected on the invoice.

#### 5.30 Termination

#### 5.30.1 Termination of the Contract for Cause

The Parish may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of the contract, provided that the Contractor shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

#### **5.30.2 Termination of the Contract for Convenience**

The Parish may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 5.30.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 5.30.4 Default of Contractor

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

#### 5.31 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

#### 5.32 No Guarantee of Quantities

The quantities referenced in the RFQ are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

#### 5.33 Audit of Records

The Parish Auditor, state auditors, federal auditors or others so designated by the Parish, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### 5.34 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### 5.35 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### 5.36 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of the contract.

#### 5.37 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFQ and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### 5.38 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ shall be made without the prior approval of the Parish.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### 5.39 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFQ the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### 5.40 Governing Law

All activities associated with this RFQ process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFQ. Jurisdiction and venue for any suit filed in connection with this RFQ process and contract shall be exclusive to the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana.

#### 5.41 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### 5.42 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### 5.43 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 5.44 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### 5.45 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.





**2023 Benefit Guide** 



Parish President Mike Cooper

### Letter From Our Parish President

It is open enrollment time again! With 2022 in our rearview mirror, I look forward to a better 2023 for all of us!

Perhaps the most valuable thing we've learned over the past few years is how truly important good health is. Living a healthy life by managing existing health issues, eating better, and exercising is more important than ever before. I know that you all continue to work hard to serve the people of this Parish, and you deserve to live happy and healthy lives.

After much consideration by the Human Resources Department, this year all parish employees will be offered two new health plans with UnitedHealthcare, (UHC) – the Select Plus plan (formerly the Premier and Simplicity Plan) and the High Deductible plan. We are happy to say, the rates for both plans have decreased. The Human Resources Department worked diligently to maintain the same coverage as last year with the least amount of financial impact to parish government and more importantly, to you.

Both plans will continue to be offered at no cost for employee coverage. Also, we are happy to announce that the Parish will begin contributing an amount toward the cost of dependent coverage. Further, any amounts that have been applied against your deductible and OOP from Humana will carry over to the UHC plan. The decision is yours as to which plan you choose to best meet your and your family's needs. Regardless of which health plan you choose, Virtual Visits administered by UHC will be available, convenient and easy to use. The copay is \$0 for the Select Plus plan members and \$50 for HDHP plan members. This allows you to access a healthcare provider without leaving home or work by using **myuhc.com** or the UnitedHealthcare app.

UHC will also provide both the Dental and Vision plans, with everything under one umbrella, with one company. Access to all UHC plan information, claims, provider lists, ID cards, and drug pricing, is as easy as going to **myuhc.com** or using their App.

Open enrollment for health-related benefits will continue to be handled through Munis ESS. You will enter your benefit selections through ESS, using the same login as you do to enter workday time and attendance. At any time during the year, you will be able to view the selections and costs of the benefits you have chosen at open enrollment.

As you may know, our injury and illness experiences count against us. Every one of us, regardless of our job duties, should always put Safety First. By making healthy lifestyle choices and preventing accidents, our overall premiums could reduce over time. Let's make our wellness efforts work for us by minimizing the occasions and impacts of injuries and illnesses. Achieving or maintaining proper diets and exercise, and avoiding actions that pose health risks, are goals worth pursuing for all of us.

Finally, please take this opportunity to carefully consider your options and utilize the Human Resources staff if you need assistance in making these important decisions.

I appreciate each one of you, your hard work, and your continued dedication to the citizens of our Parish.

Sincerely,

Mike Cooper

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This document is an outline of the coverage provided under your employer's benefit plans based on information provided by your company. It does not include all the terms, coverage, exclusions, limitations, and conditions contained in the official Plan Document, applicable insurance policies and contracts (collectively, the "plan documents"). The plan documents themselves must be read for those details. The intent of this document is to provide you with general information about your employer's benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. To the extent that any of the information contained in this document is inconsistent with the plan documents, the provisions set forth in the plan documents will govern in all cases. If you wish to review the plan documents or you have questions regarding specific issues or plan provisions, you should contact your Human Resources/Benefits Department.

### Enrollment

#### WHEN AND HOW DO I ENROLL?

You can enroll in, change or decline benefits during the Open Enrollment period. You will be able to enroll online in Munis ESS beginning on March 6, 2023 through the end of the workday on March 8, 2023.

All benefit eligible employees MUST go through the Open Enrollment process in Munis ESS, even if you do not plan to make changes to current elections. If you do not go through Munis ESS to submit your choices, your current benefits elections will automatically be waived.

Log in to Munis ESS as you normally do. Once logged in, select the "Benefits" tab on the right side of the screen. You will see your current benefits. Next, select the "Open Enrollment" tab under "Benefits." For each benefit offered, you will see your current election, as well as a choice to decline the benefit, make no change or make a new election.

Be prepared as you go through the benefit enrollment process with information you may be required to provide:

- Review this Enrollment Guide to determine the benefits you want to elect or decline
- > Your date of birth and social security number
- Eligible dependents' name, dates of birth and social security numbers
- > Beneficiary information



#### **NEW HIRE ENROLLMENT**

As a benefit eligible new hire employee, you will be eligible for benefits the first of the month following 60 calendar days. You must enroll through Munis ESS no later than 30 days following your date of hire. If you do not enroll in benefits within the specified enrollment period at hire, you will not be able to elect coverage under our plan until the next open enrollment period unless you have a qualifying event.

You will automatically be enrolled in the Basic Life AD&D, short-term disability and long-term disability plans.

### CAN I CHANGE MY BENEFITS ELECTIONS DURING THE YEAR?

Because you pay for many of your benefits on a before-tax basis, the IRS will not allow you to change your benefit elections during the plan year unless you experience a qualified change in status, which can be family or jobrelated (see examples below). You must notify the Human Resources department of the status change within 30 days of the qualifying event date; otherwise, the benefit change cannot be made until the next open enrollment.

Listed below are a few of the events that would be considered a change in status (contact Human Resources for entire list):

- Legal change in marital status (marriage, divorce, death of spouse)
- Change in dependent status (birth, adoption, legal custody, death, age limit, court order)
- Termination or commencement of employment by you, your spouse, or your dependent child
- Certain reductions or increases in hours of employment by you, your spouse, or dependent child
- Entitlement or loss of coverage under Medicare or Medicaid

### SUMMARY OF BENEFITS AND COVERAGE (SBC)

Summary of Benefits and Coverage (SBC) provide detailed information about the benefit plans and how they operate. All SBC's are available on Munis ESS. Additional contact information is listed on the last page of this guide.

#### **BENEFIT ADVOCATE CENTER**

A dedicated advocate is ready to handle any situation in a discreet and confidential manner.

- Explanation of benefitsBenefits questions
- Prescription / pharmacy problems
- Claim issues
   Difficult situations

Available Monday–Friday from 7:00 a.m. – 6:00 p.m. CST. Please call **844.348.0624** or email **bac.stpg@ajg.com** for more information.

## **Medical Benefit Highlights**

Administered by UnitedHealthcare

Comprehensive and preventive healthcare coverage is important in protecting you and your family from the financial risks of unexpected illness and injury. A little prevention usually goes a long way-especially in healthcare. Routine exams and regular preventive care provide an inexpensive review of your health. Small problems can potentially develop into large expenses. By identifying the problems early, often they can be treated at little cost. **STPG is proud to offer 2 medical plan options to suit the specific needs of you and your family.** 

- The High Deductible Health Plan (HDHP) option is paired with a Health Savings Account (HSA). This plan has a high deductible and no copays for services; therefore, the premiums are much lower than those for the Select Plus Plan. The idea behind this plan is to use your premium savings to help fund your HSA, which can be used to pay for services covered under your deductible. Beginning May 1, 2023, the Parish will contribute \$49.00 to your HSA per paycheck. (See page 9 for HSA information). If you have other insurance coverage you cannot enroll in the HDHP and open a Health Savings Account.
- The Select Plus Plan option allows members to have a choice in receiving health care. This plan offers flexibility and utilizes the Ochsner Network, the UnitedHealthcare Choice Plus National Network and offers Out-of-Network coverage. Copays do not count toward deductibles.

#### DON'T FORGET...

#### Deductible and out-of-pocket expenses start over on January 1.

Any Deductible and Out-of-Pocket satisfied from 1/1/2023 – 4/30/2023 with Humana will be credited with UnitedHealthcare. As we transition to the new carrier it may take up to 30 days for those to reflect in the UnitedHealthcare system.





#### **BIWEEKLY PAYROLL DEDUCTIONS**

	HDHP		Select P	lus Plan	
	Employee	Employer	Employee	Employer	
Employee Only	\$0	\$332.33	\$0	\$381.33	
Employee + Spouse	\$290.54	\$407.33	\$350.54	\$450.22	
Employee + Children	\$232.47	\$382.33	\$280.21	\$425.22	
Employee + Family	\$531.40	\$432.33	\$630.59	\$475.22	
Employer Contribution	<b>**HSA</b> The parish will contribute to your HSA \$98.00 per month (\$49.00 per paycheck) Total Annual HSA contribution from the Parish = \$1,176.00			Plan Eligible ligible	
*Deductions taken out of 24 paychecks. Please refer to page 9 for detailed HSA and FSA information.					

#### MEDICAL BENEFIT HIGHLIGHTS

	HDHP UnitedHealthcare		Select Plus Plan UnitedHealthcare		
Plan Design	In-Network	Out-of-Network	Designated Network	In-Network	Out-of-Network
*DEDUCTIBLE AND OUT-OF	-POCKET				
Calendar Year Deductible	\$4,000 Individual / \$8,000 Family	\$12,000 Individual / \$24,000 Family	\$500 Individual / \$1,500 Family	\$500 Individual / \$1,500 Family	\$5,000 Individual / \$10,000 Family
Calendar Year Out-of-Pocket Max includes deductible	\$4,000 Individual / \$8,000 Family	\$14,500 Individual / \$29,000 Family	\$5,500 Individual / \$11,000 Family	\$5,500 Individual / \$11,000 Family	\$10,000 Individual / \$20,000 Family
Coinsurance (member pays after deductible)	0%	30%	10%	20%	50%
OFFICE VISITS					
Primary Care / Specialist Visit	Deductible, covered 100%	Deductible, 30% coinsurance	\$15 Copay (Under age 19: Covered 100%) \$30 Copay	\$25 copay \$45 copay	Deductible, 50%
Telehealth Virtual Visit (UHC Vendor)	Deductible, 100% (Current cost of visit up to \$50)	(Current cost of visit Not covered No charge		narge	Not covered
Preventive Care / Screening / Immunization	No charge	Not covered	No charge Not c		Not covered
TESTS					
Diagnostic Test (X-ray, blood work)	Deductible, covered 100%	Deductible, 30% coinsurance	Covered 100%	Covered 100%	Not covered
Imaging (CT / PET scan, MRI)	Deductible, covered 100%	Deductible, 30% coinsurance	Deductible, 10%	Deductible, 20%	Deductible, 50%
OUTPATIENT SURGERY					
Facility Fees Physician Fees Surgeon Fees	Deductible, covered 100%	Deductible, 30% coinsurance	Deductible, 10%	Facility – \$125 copay, deductible applies, 20%; Physician and Surgeon Fees – deductible, 20%	Facility – \$125 copay, deductible applies, 50%; Physician and Surgeon Fees – deductible, 50%

\*Don't forget deductible and out-of-pocket start over January 1. \*\*CANNOT ENROLL IN HDHP AND OPEN A HEALTH SAVINGS ACCOUNT IF YOU ARE COVERED BY OTHER INSURANCE\*\*

This is just a summary of benefits, please refer to the full policy documents.

	HDHP UnitedHealthcare		Select Plus Plan UnitedHealthcare		
Plan Design	In-Network	Out-of-Network	Designated Network	In-Network	Out-of-Network
IMMEDIATE MEDICAL ATTE	NTION				
Emergency Room Services	Deductible, covered	No charge after deductible	\$350 copay, waived if admitted	\$350 copay, waived if admitted	\$350 copay, waived if admitted
Urgent Care	100%	Deductible, 30% coinsurance	\$50 copay	\$50 copay	Deductible, 50%
HOSPITAL STAY					
Facility Physician Surgeon Fees	Deductible, covered 100%	Deductible, 30% coinsurance	Deductible, 10%	Facility – \$250 copay, deductible applies, 20% Physician and Surgeon Fees – Deductible, 20%	Facility – \$250 copay, deductible applies, 50% Physician and Surgeon Fees – Deductible, 50%
PRESCRIPTION DRUGS					
Level 1 – Low Cost Generic			\$10 copay		
Level 2 – Brand Name	Deductible, covered	Deductible, 30%	\$35 copay		
Level 3 – Higher Cost Drugs	100% coinsurance		\$70 copay		
Level 4 – Higher Cost Drugs			N/A		
2023 Rx Formulary	Advantag	ge Tier 4	Advantage Tier 3		

#### **CARE CASH**

Care Cash is a preloaded debit card that helps guide you to eligible care. Your Care Cash Card comes loaded with \$200 for individuals or \$500 for all other plans.

Care Cash can only be used for specific services: In-Network Primary Care and Behavioral Health visits, UnitedHealthcare Premium Care Physicians (providers listed with Tier 1 blue dot icon). These are physicians who meet benchmarks, based on national standards for guality and cost efficiency and Urgent Care providers.

In order to receive the Care Cash card please visit uhc.com/carecash to register.

#### PCP ELECTION FOR OCHSNER SELECT PLUS PLAN

It's important to establish a relationship with a Primary Care Physician who helps manage your care.

With the Ochsner Select plan you will need to select a PCP for each covered family member. Choosing Tier 1 doctors, hospitals and other health care providers may offer you the greatest value for your health care benefits. To find a Tier 1 PCP, go to **uhc.com/laselect**.

Please refer to UnitedHealthcare's Summary of Benefits and Coverage for full benefit details. Find in-network providers by visiting **www.myuhc.com**.



\*Don't forget deductible and out-of-pocket start over January 1.

\*\*CANNOT ENROLL IN HDHP AND OPEN A HEALTH SAVINGS ACCOUNT IF YOU ARE COVERED BY OTHER INSURANCE\*\*

This is just a summary of benefits, please refer to the full policy documents.

### **VOchsner** Health

🕥 St. Tammany

#### ST. TAMMANY PARISH GOVERNMENT HEALTH & WELLNESS INITIATIVES

#### **UnitedHealthcare Select Network**

The UnitedHealthcare products are available through an alliance between UnitedHealthcare and the Ochsner Health Network. Anchored by all Ochsner hospitals, clinics and providers, Tier 1 offers access to managed and affiliated hospitals with more than 1,600 participating physicians in the region including St. Tammany Health System and Slidell Memorial Hospital.

#### **Ochsner Health and Wellness Resources**



#### Patient Engagement Specialists

Ochsner Health Network has a dedicated team of Patient Engagement Specialists solely dedicated to assisting you with identifying and connecting you with appropriate in-network providers and facilities, scheduling appointments and helping you navigate the healthcare system. M-F 8:00 a.m. - 4:30 p.m. | 855-723-8152 connected@ochsner.org.



#### Affordable Urgent Care

Ochsner owned and affiliated Urgent Care visits are billed as primary care office visits, offering savings compared to a traditional Urgent Care. Simply search for "Ochsner Urgent Care" to find a location near to you.



#### Ochsner On Call Nurse Advice Line

This free 24/7 nurse care line is always available when you have health questions or need advice on care options. 800-231-5257 or 504-842-3155.



#### **Ochsner Digital Medicine**

As a UnitedHealthcare Select Tiered plan member 18+ years or older, we are happy to offer this program to you as a covered benefit. Ochsner Digital Medicine gives eligible plan members everything they need to manage their high blood pressure and/or Type 2 diabetes from home. To get started today, schedule a no-cost virtual visit at ochsner.org/digitalmedicine or 855-781-8737



#### **On-site Biometric Screenings**

The on-site biometric screenings will create a complete biometric profile consisting of a lipid profile (via finger prick) including Total Cholesterol, HDL (good cholesterol), LDL (bad cholesterol), Trigylcerides, Total Cholesterol/HDL ratio, and Glucose. The screening also includes Blood Pressure, Height, Weight, Body Mass Index, and Waist Circumference. After the 20 minute screening, each participant will receive their confidential results reviewed by a registered nurse. The goal is for each participant to know their numbers, understand the health implications, and to act to address any needed heal

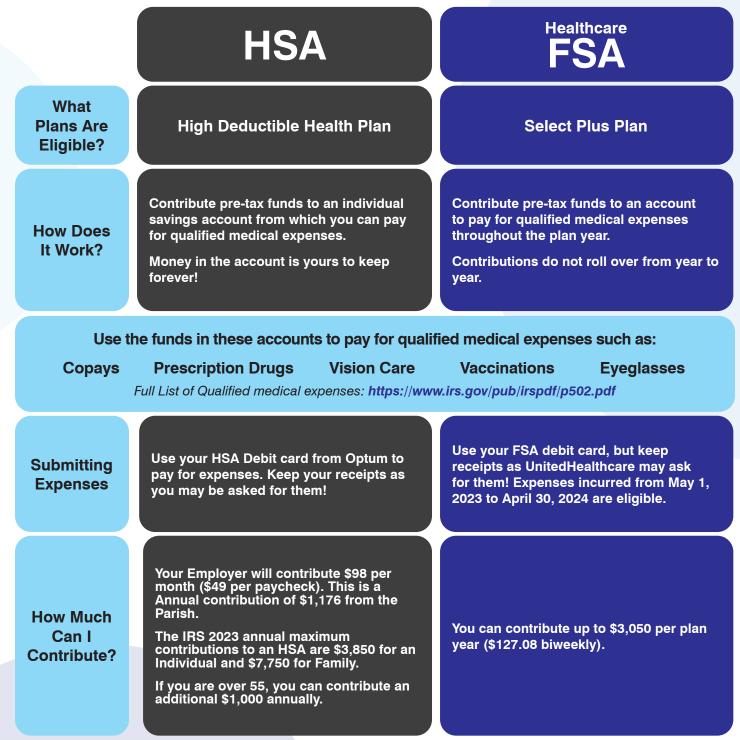


#### Ochsner Smoking Cessation

Start your journey towards a tobacco-free life with Ochsner's clinical support team. This program is free to Louisiana residents age 18+. ochsner.org/quit | 504-842-7490

www.ochsner.org | 855-723-8152

### **Tax Savings Spending Account Options**



An individual entitled to Medicare benefits, i.e., enrolled in any part of Medicare, is not eligible to contribute to an HSA).

<u>Dependent Care FSA</u> – All plans are eligible for this account, which allows you to contribute pre-tax funds to be used for dependent childcare. You can contribute \$2,500 if single or married and filing separately. If married and filing jointly, you can contribute \$5,000. There is a debit card associated with this account.

This is just a summary of benefits, please refer to the full policy documents. If you are enrolled in the HDHP Plan and choose to contribute to both an HSA and FSA please note due to IRS regulations your FSA plan would then become Limited Purpose. This means you can only use your FSA for Dental and Vision expenses.

### Dental

Administered by UnitedHealthcare



We offer coverage through UnitedHealthcare Dental Network. Your network includes access to

over 100,000 highly qualified dental providers. Dental ID cards will not be mailed. Please login to www.myuhc.com or download the United Healthcare app to obtain a virtual ID card.

## Jan 1

## Deductible and out-of-pocket expenses start over on January 1.

In-Network Benefits           Calendar Year Deductible (waived for preventive)         \$50 Individual / \$150 Family		Deduction	Employee	Employer Cost
		Per Pay Period (Based on 24 Pay Periods)	Employee Cost	
Calendar Year Maximum Benefit	\$1,500	Employee	\$7.50	\$6.09
<b>Preventive</b> (oral exam, cleaning, bitewing, X-ray, sealants)	100%	Employee + Spouse	\$24.34	\$6.59
(Urai exam, creaning, bitewing, x-ray, searance)		Employee + Child	\$25.02	\$6.61
<b>Basic</b> (fillings, extractions, periodontics, root canal therapy)	80%	Employee + Family	\$41.09	\$7.09
Major (crowns, dentures, fixed bridges)	50%			
Orthodontia (children under age 19 only)	50%	Go to: www.myuhc.com Click Find a Dentist		
Lifetime Max of Orthodontia	\$1,000	Click Employer and Individual plans Enter location Select National Options PPO 30		

#### Vision Administered by UnitedHealthcare



We offer coverage through UnitedHealthcare Vision Network. You get the most from your vision benefits when visiting a UnitedHealthcare doctor. Vision ID cards will not be mailed. Please login to **www.myuhc.com** or download the United Healthcare app to obtain a virtual ID card.

In-Network Benefits				
Vision Exam (every 12 months)	\$10 copay			
Lenses (every 12 months from date of service)	\$15 copay			
Frames (every 24 months)	\$130 Allowance plus 30% off			
Elective Contact Lenses (in lieu of frames / lenses every 12 months from date of service)	\$130 Allowance			

Deduction Per Pay Period (Based on 24 Pay Periods)	Employee Cost
Employee	\$2.84
Employee + Spouse	\$5.69
Employee + Child	\$5.40
Employee + Family	\$8.49

Search for a provider



#### Locate an optometrist

#### Go to: www.myuhc.com

Click Find a Vision Provider Click Employer and Individual plans Enter location Search for a provider

This is just a summary of benefits, please refer to the full policy documents.

### Wellness

Administered by UnitedHealthcare



## Benefit available only to the employee and spouse enrolled in a St. Tammany Parish Government medical plan.

#### Here's how SimplyEngaged works:

Complete specific health and wellness activities, examples listed below (Health Actions) to earn financial incentives and rewards\*. Your earned financial incentives will be provided through gift cards.

You can track your activities and rewards through Rally<sup>®</sup>, a user-friendly digital experience that supports your program with online tools.

#### To get started:

#### Visit myuhc.com®.

Click on the **Health Resources** tab to find and link to Rally® website.

View Rewards on the Rally website to track your earned incentives.

#### > Go online to UHC.com to start the program

- Once enrolled Complete the Health Survey
- STPG will hold an on-site Biometric Screening

   information to follow
  - Health Coaching available
  - Complete 3 Rally Missions
  - Gym Check in available

# Visit **myuhc.com** and register on Rally to start earning your \$200\* SimplyEngaged rewards today.

\*Earnings are per person and include covered spouse

Don't leave money on the table – rewards are within your reach!

## **Telehealth Virtual Visit**

#### Administered by UnitedHealthcare

Virtual Visits may make it easier than ever to get treated by a doctor.

Whether using **myuhc.com**<sup>®</sup> or the UnitedHealthcare<sup>®</sup> app, Virtual Visits let you video chat with a doctor 24/7 — without setting up additional accounts or apps. But, if you'd rather just speak with a doctor, you can simply do a Virtual Visit over the phone.

With a UnitedHealthcare plan, your cost for a Virtual Visit is \$50 or less.

Use a Virtual Visit for these common conditions:

- > Allergies
- > Bronchitis
- Eye infections
- > Flu
- > Headaches/ migraines

#### **TO GET STARTED:**

Sign in at myuhc.com/virtualvisits | Download the UnitedHealthcare app. | Call 855.615.8335

Get Professional Care. Anytime. Anywhere

- Rashes
- Sore throats
- > Stomachaches
- And more



### **Employee Assistance Program (EAP)**

#### Administered by UnitedHealthcare



Benefit available only to those enrolled in a St. Tammany Parish Government medical plan. Your EAP program and Life Services help you and your family members manage everyday life issues that can affect you at home and at work. Call the toll-free number anytime day or night to talk with an experienced counselor who can help you find solutions. This program is completely confidential!

- > Anxiety / Depression
- Parenting Struggles
- Legal Assistance
- Budgeting
- > Care for Aging Parents
- Stress Management
- > Relationship Struggles

Don't hesitate to call for any type of issue, large or small. You have access to caring and knowledgeable supporters at no cost to you. All calls are strictly confidential.



#### TO GET STARTED:

Call EAP 24/7 at 888.887.4114



#### CALL TODAY FOR ACCESS TO EAP RESOURCES AT NO ADDITIONAL COST

EAP provides coverage for 3 free counseling sessions per incident, per year.

Services are completely confidential and will not be shared with your employer.

This is just a summary of benefits, please refer to the full policy documents.

## Disability Insurance Administered by New York Life



Your income is one of your most valuable assets, and disability insurance offers the protection you need. Your benefit plan includes disability insurance to plan for the unexpected.



#### SHORT-TERM DISABILITY INSURANCE

Benefit	Maximum Weekly Benefit	Benefits Begin	Maximum Benefit Duration
60% of your Covered Weekly Predisability Pay from STPG	\$500	30th day due to an accident or sickness	9 weeks



#### LONG-TERM DISABILITY INSURANCE

Benefit	Maximum Monthly Benefit	Benefits Begin	Benefits end
60% of your Covered Weekly Predisability Pay from STPG	\$6,000	After 90 days of disability	For disabilities occurring before age 60, Social Security normal retirement age



This is just a summary of benefits, please refer to the full policy documents.

## Life Insurance

#### Administered by New York Life

Tragedy can strike at any time. You have access to valuable coverage options to protect your family from the financial consequences of a sudden death. Start protecting your loved ones now.

#### **BASIC LIFE INSURANCE WITH AD&D COVERAGE**

*1x annual salary	Minimum \$5,000 Maximum \$100,000
Coverage reduction	Age 70, 50%

#### **Coverage Features**

- > Disability premium waiver
- Age reduction
- > Accelerated death benefit



\*Salary as of 4/1/2023

#### **VOLUNTARY LIFE INSURANCE WITH AD&D COVERAGE**

Exclusive access to quality coverage at competitive rates through easy-to-manage payroll deductions. Enhance your standard benefits with high coverage limits and options that meet your needs.

Spouse Coverage	50% of employee coverage	*Employee Coverage Limits
Dependent Coverage	\$10,000	MIN=\$20,000 MAX=\$300,000
<ul> <li>Guarantee Issue Amounts</li> <li>Any increase of existing coverage or election of coverage after initial hire requires Evidence of Insurability (EOI) – no guarantee issue.</li> <li>New hire guaranteed issue as stated</li> </ul>	Yourself=\$180,000 Spouse=\$90,000 Child=\$10,000	

No age reduction on Voluntary Life Insurance

\*Based on salary as of 4/1/2023



**DON'T FORGET!** Employees must elect coverage for themselves in order to elect coverage for dependents.

Note: Accidental Death & Dismemberment coverage pays equal to your life benefit.

## **Voluntary Coverage Options**

#### **COLONIAL PRODUCTS**

- Accident Coverage
- > Critical Care Coverage
- > Cancer Coverage
- Short-Term Disability
- > Hospital Confinement



This is just a summary of benefits, please refer to the full policy documents.

## **Retirement Benefits**

#### **RETIREE HEALTH BENEFITS**

- Retired employees may choose to retain employee only medical insurance coverage through St. Tammany Parish Government immediately following separation from employment and up to age 65, at which point a Medicare supplemental plan is available.
- You are considered a retiree if, as of the date of separation from employment, you are vested in the Parochial Employees' Retirement Plan or have the required number of years of service with the Parish to be vested and who when separated was in good standing.

#### Parochial Employees' Retirement System (PERS) of Louisiana Pension Plan

- > Regular full-time employees are enrolled on first day of employment
- > Certain elected officials are ineligible to participate
- > Newly-Hired eligible employees age 55 and older may choose to opt out
- > Benefits computed using salary history, years of service, and age
- > Funded by employer (11.5%) and employee (9.5%) contributions (based on 2023 calendar year)
- > Employee contributions may be refunded upon separation of employment without retiring
- Creditable service in any other publicly funded retirement system in Louisiana may be eligible for transfer to PERS or reciprocal recognition of creditable service
- > Deferred Retirement Option Plan (DROP) is available upon reaching normal retirement age

#### **457 Deferred Compensation Plan**

- > Available to full-time, regular employees
- > Allows employees to set aside pretax money from every paycheck
- > Plan is offered by Nationwide
- > Deducted 26 pay periods
- > 2023 plan limit \$22,500, \$30,00 with over 50 catch-up of \$7,500

This is just a summary of benefits, please refer to the full policy documents.

## Annual and Sick Leave





Annual and sick leave benefits begin first of the month following 60 days of full-time employment.

#### **ANNUAL LEAVE**

Beginning Jan 1, 2023, the awarding of annual leave for new regular, full-time employees shall begin to accrue on the 1st of the month following 60 days of employment. Employees with less than 1 full calendar year of service shall accrue, 3.08 hours for 80-hour employees and 2.89 hours for 75-hour employees, per bi-weekly pay period. All other employees will receive Annual Leave for the calendar year on January 1 in the amounts indicated in the following table.

For Employees with the Below Years of Employment with STPG, or for Existing Employees, the Below Years of Service as Defined by Previous Policy	Days of Paid Leave	Hours of Paid Leave for Employees on 75-Hour Schedule	Hours of Paid Leave for Employees on 80-Hour Schedule
Less than 2 years on January 1	10	75	80
2-5 years on January 1	13	97.5	104
6-11 years on January 1	17	127.5	136
12-17 years on January 1	21	157.5	168
18 or more years on January 1	23	172.5	184

If annual leave is not used in the calendar year it is awarded, it may be carried over from year to year, up to a total of 240 accumulated hours, including previous leave carried over. Any remaining unused Annual Leave at year end that exceeds the 240-hour cap is forfeited. Upon separation from employment, unused available Annual Leave shall be paid out.



Accrual of sick leave shall begin on the first of the month following 60 days of employment.

Unused sick leave may be accumulated from year to year, up to a ceiling of 240 total hours. Sick leave accrued shall not be considered an earned wage, and shall be forfeited upon employment separation.

Hours Earned	Hours Earned	Total Annual
Each Pay Period	Each Pay Period	Days Earned Per
(75 hours worked)	(80 hours worked)	Year
2.60	2.8	9



Employed for 12 months and worked 1,250 hours 12 weeks of unpaid leave

Under the Family and Medical Leave Act, employees who have been employed for at least 12 months and have worked 1,250 hours of service during the previous 12-month period preceding the start of leave are eligible for up to 12 weeks of unpaid leave following a qualifying event. While on Family Medical Leave, employees are required to substitute paid sick and annual leave. To submit a claim for FML please contact NYL at 888.842.4462.

# BEREAVEMENT LEAVE

2 work days per occurrence

Bereavement leave of up to 2 days available whenever an immediate family member is taken by death or 1 day for non-immediate family members, up to 4 occurrences. This time is typically used to arrange and/or attend funeral activities.



**J** HOLIDAYS

The following holidays are observed by the Parish:

- New Year's Day
- Martin Luther King Jr. Day > Columbus Day or Fair
- > President's Day
- Lundi Gras
- Mardi Gras
- Good Friday
- Memorial Day
- > Juneteenth
- Independence Day



#### JURY DUTY

If required to be absent from work because of jury duty you will be paid up to 5 days' wages for the resulting absence at your straight time hourly rate.

Labor Day

Veterans' Day

Christmas Eve

Christmas Day

New Year's Eve

Thanksgiving Day

Friday after Thanksgiving

Day

St. Tammany Parish Government

## Contacts



#### St. Tammany Parish Government Benefit Advocate Center (BAC) Available Monday–Friday 7:00 a.m. – 6:00 p.m. CST.

844.348.0624 or bac.stpg@ajg.com

## Dedicated advocate ready to handle any situation in a discreet and confidential manner.

- Explanation of benefits
- Benefits questions
- Prescription / pharmacy problems
- Claim issues

Difficult situations

For all other questions, please contact St. Tammany Parish Government's Human Resources Department.

#### 985.898.3015 or HumanResources@stpgov.org

WHO TO CALL	CARRIER / CONTACT	NUMBER	WEBSITE OR EMAIL
Medical	UnitedHealthcare	833.822.7261	www.myuhc.com
Health Savings Account (HSA)	Optum Bank	866.234.8913	www.optumbank.com
Flexible Spending Account (FSA)	Optum Bank	866.234.8913	www.optumbank.com
Dental	UnitedHealthcare	877.816.3596	www.myuhc.com
Vision	UnitedHealthcare	800.638.3120	www.myuhc.com
Wellness	UnitedHealthcare / SimplyEngaged	855.215.0230	www.myuhc.com
Telemedicine	UnitedHealthcare	855.615.8335	www.myuhc.com/virtualvisits
Employee Assistance Program	UnitedHealthcare	888.887.4114	www.myuhc.com
FML, Short-Term Disability, and Long-Term Disability	New York Life	888.842.4462	www.myNYLGBS.com
Basic and Voluntary Life	New York Life	888.842.4462	www.myNYLGBS.com
Retirement Plan	Parochial Employees' Retirement System of Louisiana	225.928.1361	www.persla.org
457 Deferred Compensation Plan	Nationwide	877.677.3678 or 504.450.6625	www.NRSforU.com palmic1@nationwide.com
Voluntary Supplemental Products	Colonial Life, Gary McCarthy	504.457.2010 ext. 14	Gary.mccarthy@coloniallife.com
Benefit Advocate Center (BAC)	Gallagher	844.348.0624 Monday–Friday 7:00 a.m. – 6:00 p.m. CST.	bac.stpg@ajg.com
	Total Care Patient Engagement Specialist	855.723.8152	connected@ochsner.org
Value ADD Programs	Ochsner Fitness and Performance Training Center	504.733.1600	ochsnerfitness.com or performance.ochsner.org
	Smoking Cessation	985.898.4468	

This Benefit Enrollment Guide is intended to summarize your St. Tammany Parish Government benefits for the period of May 1, 2023 through April 30, 2024. The actual determination of your benefits is based solely on the plan documents provided by the provider of each plan and the St. Tammany Parish Government Personnel Policy Manual. This summary is not legally binding, is not a contract, and does not alter any original plan documents or manuals. For more specific plan or policy provisions, refer to actual plan documents and the personnel policy manual.

## **Legal Notices**

#### PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a state listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are **not** currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 877.KIDS.NOW or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.** If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call 866.444.EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2023. Contact your state for more information on eligibility.

ALABAMA – Medicaid	INDIANA – Medicaid	
http://myalhipp.com 855.692.5447	Healthy Indiana Plan for low-income adults 19-64 http://www.in.gov/fssa/hip/   877.438.4479 All other Medicaid https://www.in.gov/medicaid/   800.457.4584	
ALASKA – Medicaid		
The AK Health Insurance Premium Payment Program	IOWA – Medicaid and CHIP (Hawki)	
http://myakhipp.com/   866.251.4861 CustomerService@MyAKHIPP.com Medicaid Eligibility: https://health.alaska.gov/dpa/Pages/default.aspx	Medicaid: https://dhs.iowa.gov/ime/members   800.338.8366 Hawki: http://dhs.iowa.gov/Hawki   800.257.8563	
ARKANSAS – Medicaid	HIPP: https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp   888.346.9562	
http://myarhipp.com	KANSAS – Medicaid	
855.MyÁRHIPP (855.692.7447)	https://www.kancare.ks.gov/ 800.792.4884   HIPP Phone: 800.766.9012	
CALIFORNIA – Medicaid	KENTUCKY – Medicaid	
Health Insurance Premium Payment (HIPP) Program http://dhcs.ca.gov/hipp 916.445.8322   Fax: 916.440.5676  Email: hipp@dhcs.ca.gov	Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP): https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx	
COLORADO – Medicaid and CHIP	855.459.6328   KIHIPPPROGRAM@ky.gov KCHIP: https://kidshealth.ky.gov/Pages/index.aspx   877.524.4718	
Health First Colorado (Colorado's Medicaid Program)	Medicaid: https://chfs.ky.gov	
https://www.healthfirstcolorado.com	LOUISIANA – Medicaid	
Member Contact Center: 800.221.3943   State Relay 711 Child Health Plan Plus (CHP+) https://www.colorado.gov/pacific/hcpf/child-health-plan-plus	www.medicaid.la.gov or www.ldh.la.gov/lahipp 888.342.6207 (Medicaid hotline) or 855.618.5488 (LaHIPP)	
Customer Service: 800.359.1991   State Relay 711	MAINE – Medicaid	
Health Insurance Buy-In Program (HIBI) https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program HIBI Customer Service: 855.692.6442	Enrollment: https://www.mymaineconnection.gov/benefits/s/?language=en_US 800.442.6003   TTY: Maine relay 711 Private Health Insurance Premium: https://www.maine.gov/dhhs/ofi/applications-forms	
FLORIDA – Medicaid	800.977.6740   TTY: Maine relay 711	
www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html	MASSACHUSETTS – Medicaid and CHIP	
	https://www.mass.gov/masshealth/pa	
GEORGIA – Medicaid	800.862.4840   TTY: 617.886.8102	
GEORGIA – Medicaid GA HIPP Website: https://medicaid.georgia.gov/	800.862.4840   TTY: 617.886.8102 MINNESOTA – Medicaid	
GEORGIA – Medicaid GA HIPP Website: https://medicaid.georgia.gov/ health-insurance-premium-payment-program-hipp 678.564.1162, Press 1 GA CHIPRA Website: https://medicaid.georgia.gov/programs/third-party-liability/	800.862.4840   TTY: 617.886.8102	
877.357.3268 <b>GEORGIA – Medicaid</b> GA HIPP Website: https://medicaid.georgia.gov/ health-insurance-premium-payment-program-hipp 678.564.1162, Press 1 GA CHIPRA Website: https://medicaid.georgia.gov/programs/third-party-liability/ childrens-health-insurance-program-reauthorization-act-2009-chipra 678.564.1162, Press 2	800.862.4840   TTY: 617.886.8102 MINNESOTA – Medicaid https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/ programs-and-services/other-insurance.jsp	

NONTANA – Medicaid	RHODE ISLAND – Medicaid and CHIP
nttp://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP 300.694.3084   Email: HHSHIPPProgram@mt.gov	http://www.eohhs.ri.gov 855.697.4347 or 401.462.0311 (Direct Rite Share Line)
NEBRASKA – Medicaid	SOUTH CAROLINA – Medicaid
nttp://www.ACCESSNebraska.ne.gov Phone: 855.632.7633   Lincoln: 402.473.7000   Omaha: 402.595.1178	http://www.scdhhs.gov 888.549.0820
NEVADA – Medicaid	SOUTH DAKOTA – Medicaid
nttp://dhcfp.nv.gov 300.992.0900	http://dss.sd.gov 888.828.0059
NEW HAMPSHIRE – Medicaid	TEXAS – Medicaid
https://www.dhhs.nh.gov/programs-services/medicaid/ health-insurance-premium-program	http://gethipptexas.com 800.440.0493
603.271.5218   Toll free number for the HIPP program: 800.852.3345, ext. 5218 NEW JERSEY – Medicaid and CHIP	UTAH – Medicaid and CHIP
Medicaid: http://www.state.nj.us/humanservices/dmahs/clients/medicaid 609.631.2392	Medicaid: https://medicaid.utah.gov CHIP: http://health.utah.gov/chip 877.543.7669
CHIP: http://www.njfamilycare.org/index.html 800.701.0710	VERMONT – Medicaid
NEW YORK – Medicaid https://www.health.ny.gov/health_care/medicaid/ 800.541.2831	http://www.greenmountaincare.org Health Insurance Premium Payment (HIPP) Program   Department of Vermont Health Access 800.250.8427
NORTH CAROLINA – Medicaid	VIRGINIA – Medicaid and CHIP
https://medicaid.ncdhhs.gov/ 919.855.4100	https://www.coverva.org/en/famis-select https://www.coverva.org/hipp/
NORTH DAKOTA – Medicaid	Medicaid and Chip: 800.432.5924
http://www.nd.gov/dhs/services/medicalserv/medicaid	WASHINGTON – Medicaid
844.854.4825 OKLAHOMA – Medicaid and CHIP	https://www.hca.wa.gov/ 800.562.3022
http://www.insureoklahoma.org	WEST VIRGINIA – Medicaid
888.365.3742	https://dhhr.wv.gov/bms/ or http://mywvhipp.com/
OREGON – Medicaid	Medicaid: 304.558.1700 CHIP Toll-free: 855.MvWVHIPP (855.699.8447)
http://healthcare.oregon.gov/Pages/index.aspx	WISCONSIN – Medicaid and CHIP
nttp://www.oregonhealthcare.gov/index-es.html 300.699.9075	https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm
PENNSYLVANIA – Medicaid and CHIP	800.362.3002
https://www.dhs.pa.gov/Services/Assistance/Pages/HIPP-Program.aspx	WYOMING – Medicaid
800.692.7462 CHIP Website: https://www.dhs.pa.gov/CHIP/Pages/CHIPaspx CHIP Phone: 800.986.KIDS (5437)	https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/ 800.251.1269

To see if any other states have added a premium assistance program since January 31, 2023, or for more information on special enrollment rights, contact either:

U.S. Department of Labor Employee Benefits Security Administration www.dol.gov/agencies/ebsa 866.444.EBSA (3272) U.S. Department of Health and Human Services Centers for Medicare & Medicaid Services www.cms.hhs.gov

877.267.2323, Menu Option 4, Ext. 61565

OMB Control Number 1210-0137 (expires 1/31/2026)

#### **PAPERWORK REDUCTION ACT STATEMENT**

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.)

This benefit summary prepared by



Insurance Risk Management Consulting

DCN23BGSTP

#### Attachment "B"

#### CONTRACT FOR PROFESSIONAL SERVICES

#### Contract No.: «txtContractNum»

Be it known, that on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 202\_, the Parish of St. Tammany, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and «txtREQCompanyName», an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for Professional Services under the following terms and conditions.

#### **1. SCOPE OF SERVICES**

Provider hereby agrees to furnish the following services: «txtScopeSummary»

#### 2. DOCUMENTS

- A. The Provider shall furnish sufficient sets of plans, specifications and Contract documents.
- **B.** All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Parish except as otherwise provided herein. The Provider shall furnish to the Parish copies of any project documents requested by the Parish.
- **C.** The Parish shall furnish without charge all standard plans and specifications and any other information which the Parish now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.
- **D.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish in the performance of the Contract, all as of the date of the signing of this Contract. Notwithstanding anything to the contrary in any other provision of this Contract, none of the Contract documents provided by the Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has a property interest therein.

- **E.** Notwithstanding any Section hereinafter, there will be retention of all related records as follows:
  - All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract. All records, reports, documents, exhibits or other material related to this Contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract.
  - 2) The Parish and Provider acknowledge and agree that the Parish has the right to review all records, reports, worksheets or any other material of either party related to this Contract. Provider further agrees that Provider will furnish to the Parish, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this Contract.
  - 3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
  - Provider shall retain all of its records and supporting documentation applicable to this Contract with the Parish for a period of three (3) years after termination of the Contract, except as follows:
    - a. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
    - b. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this Contract to be retained by the Parish for the required period of time.
- **F.** In the event there is re-use of any documents created by Provider, Provider invokes the protections afforded it as per La. Revised Statute R.S. 38:2317.

**G.** All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

#### 3. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Parish. The Payment Schedule is set forth in Section I, above.

#### A. IF ON AN HOURLY BASIS:

- Provider agrees to submit, at the end of each calendar month, a written and detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their name, classifications, and a detailed description of the work performed.
- 2) Unless otherwise authorized in writing, Provider will not be paid for research, or for photocopies at more than \$0.15 (fifteen cents) per copy for copies less than 11" x 17" and copies larger than 11" x 17" shall be charged on a reasonable basis.
- 3) There shall be no fees charged by nor paid to Provider for consultation with the Parish, secretarial time, attendance at public meetings, and/or travel time for consultation with the Parish, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the Parish.
- 4) Invoices for services shall be submitted by Provider to the Director of the Department within the Parish issuing the work for review and approval.
  - (a) All invoices must indicate the Parish Purchase Order Number and Work Order Number.
  - (b) All billings by Provider for services rendered shall be submitted in writing.
  - (c) Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by the Parish. Failure by Provider to obtain pre-approval from the Parish of

expenditures in excess of \$250.00 shall constitute grounds for denial of payment for that expense.

- (d) Out of state or parish travel time is billable as services only and specifically at the direction and convenience of the Parish, if it is performed during normal working hours, and if it does not cause service charges for the day to exceed eight hours. Such travel time must be preapproved, in writing, by the Parish.
- (e) Provider hereby agrees that it shall be solely responsible for the payment of all applicable local, state and, federal taxes on the funds it receives under this Contract.
- 5) The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days of receipt, unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed in connection with an invoice, the Parish may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.
- 6) Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

#### **B.** IF ON A LUMP SUM BASIS:

Where there is payment based upon a lump sum fee for all required for this project, the Parish shall pay the Provider a lump sum fee at the conclusion of the project and acceptance by the Parish, unless other terms are negotiated and agreed upon by both Parties in the Scope.

#### C. IF ON OTHER BASIS

If there is any other payment method, other than hourly or lump sum, the terms shall be specified in Section 1 (Scope of Services) above.

#### 4. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Parish. Failure to obtain the prior written consent of the Parish may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Parish under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

#### 5. BUDGET LIMITATION

- A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- **B.** It is the responsibility of the Provider to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Provider's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.
- **C.** The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 6. NOTICE TO PROCEED

The Parish, or a Department Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification, unless a shorter time period has been provided in the scope of services, or in emergency situations. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed. If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays caused by the Provider.

#### 7. INSURANCE

The Provider shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this agreement shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

#### 8. OTHER TERMS AND CONDITIONS

- A. The Provider shall, at all times during the term of this Contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. Tammany.
- **B.** The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in St. Tammany Parish. In the event the Parish must have work performed on a construction Contract via a Change Order resulting from an error or omission by the Provider, the Provider shall provide, at no cost to the Parish, all professional services attributable to that Change Order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.

- **C.** Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.
- D. Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.
- E. Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.
- **F.** It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.
- **G.** Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

- **H.** This Contract shall be binding upon the successors and assigns for the Parties hereto.
- I. This Contract represents the entire Contract between Parish and Provider.
- J. This Contract is made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.
- **K.** In the event that the Provider modifies the Parish's Contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold

harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's Contract documents, or fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.

- L. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this Contract without liability.
- M. This Contract may be amended only by mutual written consent of the respective Parties.
- N. Third Party Beneficiary: it is specifically agreed by and between the Parties to this Contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this Contract.
- **O.** Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- **P.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of such right or remedy.
- **Q.** Severability: if any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.
- **R.** It is specifically understood that the terms "agreement" and "Contract" may be used interchangeably. It is specifically understood that the terms "Parish", "Director" and "Parish" and "the Parish of St. Tammany" may be used interchangeably.

- **S.** Conflict of Interest: it is understood and agreed between the Parties hereto that Provider is not retained exclusively by the Parish but that the Parish may be retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other Parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- T. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.
- U. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- V. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services as would a reasonably-related Provider in St. Tammany Parish.
- W. Provider agrees to perform all services in a workmanlike and professional manner. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

#### 9. TERMINATION, CANCELLATION, AND SUSPENSION

#### A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

1) By mutual agreement and consent of the Parties hereto;

- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

**B.** Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period.

The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

#### **D.** Default of Contractor

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

- E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.
- **F.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

#### **10. AUDITORS**

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this Contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be

commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

#### **11. TERM OF CONTRACT**

- A. The effective date of this agreement shall begin on the date of the Parish President's signature or acceptance of the Provider's insurance carrier, whichever occurs last. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Parish President or his designee.
- **B.** This Professional Services Contract shall terminate as follows:
  - 1) As per the terms and conditions of Paragraph 9 hereinabove, or;
  - 2) As per operation of law, or;
  - 3) As agreement between the Parties, or;
  - 4) Upon the satisfactory completion of all services and obligations described herein, or;
  - 5) As per the Parish Charter, under Section 5-06(B).

#### **12. DISCRIMINATION CLAUSE**

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability,

age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

#### **13. INDEPENDENT CONTRACTOR**

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor (as defined in LA R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- **B.** Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- C. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

#### **14. NOTICES**

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

**Parish of St. Tammany:** 

Office of the Parish President P.O. Box 628 Covington, La. 70434 (985) 898-2700

**Provider:** 

«txtREQCompanyName» «txtREQAddress» «txtREQCity», «txtREQState» «txtREQZip»

#### **15. RECORDATION OF CONTRACT**

Provider authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

#### **16. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a

Contract No .: «txtContractNum»

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managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

This Contract is executed in <u>One (1)</u> original. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:	<b>PROVIDER:</b>
Signature	Signature
Print Name	Print Name Title
Signature	Date
Print Name	

Contract No.: «txtContractNum» Page 16 of 17

#### WITNESSES:

#### ST. TAMMANY PARISH GOVERNMENT:

Signature

Print Name

Signature

Print Name

Michael B. Cooper Parish President

**APPROVED BY:** 

Assistant District Attorney - Civil Division

Date

Date

#### Attachment "C"

#### ACKNOWLEDGMENT AND WAIVER

("Respondent") hereby acknowledges that it has received Request for Qualifications No. \_\_\_\_\_\_ ("RFQ"), issued by the St. Tammany Parish Government, and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Respondent understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFQ or the selection of a Contractor in connection therewith.

To the extent that the Respondent may otherwise have any such rights, Respondent herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFQ or the selection of a Contractor in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this	day of	, 202
WITNESSES:		Respondent
Printed Name		By: (Signature of Authorized Representative)
		Printed Name: Title:
STATE OF		
PARISH/COUNTY O	F	
SWORN TO and subs	cribed before me, Notary	, on this day of, 202

NOTARY PUBLIC
My Commission Expires: \_\_\_\_\_

#### Attachment "D"



#### **INSURANCE REQUIREMENTS\***

Professional Services Project: <u>Health Insurance Broker Services</u> Project/Quote/Bid#: <u>23-1-4</u>

#### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

## Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
  - 1. <u>Waiver of Subrogation</u>: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  - 2. <u>Additional Insured</u>: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  - 3. <u>Payment of Premiums</u>: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  - 4. <u>Project Reference</u>: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

#### The insurance coverages checked ( $\checkmark$ ) below are those required for this Contract.

- 1. <u>Commercial General Liability\*</u> insurance Occurrence Form with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury.
- 2. <u>Business Automobile Liability\*</u> insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
  - a) Any auto;
  - or
  - b) Owned autos; and
  - c) Hired autos; and
  - d) Non-owned autos.

(If no owned vehicles, hired and non-owned may be acceptable, subject to the review and approval of St. Tammany Parish, Office of Risk Management.)

- 3. Workers' Compensation/Employers Liability insurance\* Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy. The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
  - 4. **Pollution Liability and Environmental Liability**<sup>\*</sup> insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates OR
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

Insurance Requirements - Health Insurance Broker Services

5. Professional Liability/Errors and Omissions\* insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates OR
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

- 6. <u>Cyber Liability (including Third Party Protection)</u> is required in the sum of at least \$1,000,000 per occurrence for any loss resulting in failure to protect any confidential data/information retained and/or transmitted within your systems including, but not limited to: Network Security Liability, Network Privacy Liability, Data Breach; Crisis Management; Unauthorized Access/Use; Computer Virus; Denial of Service Attack; Denial of Access; Improper Transmission of Data; Libel, Cyber-Libel, Slander; Product Disparagement; Violation of Right of Privacy; Misappropriation and Plagiarism; Fraud; Replacement or Restoration of Electronic Data; Extortion Threats; Public Relations Expense; Security Breach Remediation.
- 7. <u>Fidelity Bond (Employee Dishonesty/Crime Coverage)</u> insurance is required in the minimum limits of \$1,000,000 covering fraudulent and dishonest acts of the firm's full time and part time employees or group of employees.

**\*Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide same to the Parish on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.

- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

#### St. Tammany Parish Government Attn: Risk Management P O Box 628 Covington, LA 70434

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

### \*<u>NOTICE</u>: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.

Any inquiry regarding these insurance requirements should be addressed to:

St. Tammany Parish Government Office of Risk Management P O Box 628 Covington, LA 70434 Telephone: 985-898-5226 Email: riskman@stpgov.org

#### Attachment "E"

#### AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or

County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

- That affiant is appearing on behalf of \_\_\_\_\_\_, who is seeking a Professional or Essential Service Contract with St. Tammany Parish Government.
- 2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

- 3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
- 4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
- 5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name:	
Title:	

Entity name:
--------------

THUS SWORN TO AND SUBSCRIBED BEFORE ME, THIS\_\_\_\_\_, DAY OF \_\_\_\_\_, 202\_.

Notary Public

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

Notary I.D./Bar No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Affidavit Pursuant to LA R.S. 38:2224 and Ethics Provisions for Professional & Essential Service Contracts

#### AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION SYSTEM

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

- 1. That affiant is appearing on behalf of \_\_\_\_\_\_, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
- 2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
- 3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- 4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name:	
Title:	
Name of Entity:	

#### THUS SWORN TO AND SUBSCRIBED BEFORE ME,

THIS\_\_\_\_\_, DAY OF \_\_\_\_\_, 202\_.

**Notary Public** 

#### Attachment "F-1" Sample Scoring Matrix RFP # 23-1-4 Health Insurance Broker Services

Vendor/Business Name

Evaluator's Name

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFQ	15pts		
The breadth and depth of client	35pts		
services, including legal			
compliance			
Respondent's experience	20pts		
with comparable clients (i.e. public sector, Louisiana, volume) and			
quality of references			
Qualifications of the Respondent service team,	25pts		
including, but not limited to, its experience and personnel assigned to similar projects			
assigned to similar projects			
Proposal quality and references	5pts		

Vendor Total

100pts

Signature of Evaluator: \_\_\_\_\_

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

#### Attachment "F-2"

#### **Vendor Scoring Matrix** RFP # 23-1-4 Health Insurance Broker Services

Vendor/Business Name

The Respondent must clearly designate that they meet each category of the scoring criteria stated below. The Respondent must briefly describe how their company satisfies the requirement and where in their response supports that requirement. Failure to comply with this requirement may negatively affect the overall score.

CRITERIA	Briefly describe how your proposal meets the requirement and where in your proposal supports your justification
Compliance with the RFQ	
The breadth and depth of client services, including legal compliance	
Respondent's experience with comparable clients (i.e. public sector, Louisiana, volume) and quality of references	
Qualifications of the Respondent service team, including, but not limited to, its experience and personnel assigned to similar projects	
Proposal quality and references	

#### Attachment "F-3" Proposed Solutions and Technical Responses

#### **Company Profile:**

1. Describe your ownership structure, mission statement or statement of purpose.

2. How many employees do your smallest and your largest clients employ? What is the average number of employees per client that you serve? How many team members are assigned to each of these clients?

3. Describe how your company distinguishes itself from competitors in this market.

4. Name the top three providers you represent for each of these products: medical, dental, vision, life/disability, medicare advantage/supplemental, and voluntary products.

5. List the names of ten (10) clients in the State of Louisiana and indicate if they are public sector employers, fully or self-insured for medical coverage and whether they use the Munis HR/Payroll module.

#### **Client Services:**

6. V	Vhat reports/analysis do you typically provide clients? How often?
7. C	Do you typically have access to client-vendor systems? What services do you provide clients by way of access to vendor systems?
8. V	Vhat are the most important statistics you monitor for your clients and why?
	Vhat benchmarking or gap analysis strategies and tools do you use to compare a client's benefit offerings to the market?
10.	How do you provide and/or support your client's wellness initiatives?
11.	Do you offer advocacy specialists for employees? If so, describe the services.

12. What support do	you provide clients	during the open	enrollment process?
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#### **Compliance:**

13. How do you support your clients in ensuring benefit programs are compliant with all federal and state laws, including client-specific notices and disclosures, HIPPA, ACA, Section 125, and CMS reporting?

14. How do you keep clients informed of regulatory and legislative changes affecting benefit plans?

15. Provide a recent example of an innovative solution that saved a client money.

#### Service Team:

16. What is the location of the offices that will service our account?

17. Describe team members and individual roles for each person who will serve our account. Also, include areas of expertise or specialists to which we would have access (i.e. wellness, technology, compliance, analytics, communications).

18. Who will be the primary contact for our account? List the name, title, location, professional experience and years of service with your company.

19. How often does your team meet with your clients and for what purposes?

20. How do you interface with providers to resolve customer service issues?

21. If awarded the account, what would be the first three (3) agenda items for the initial meeting with the Parish's HR?

#### Attachment "G"

#### CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED. AT THE MEETING OF DIRECTORS OF INCORPORATED, DULY NOTICED AND HELD ON A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS: **RESOLVED THAT** . BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGN ATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FU LL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID

OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTINGEACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

> I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION. AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

> > SECRETARY-TREASURER

DATE

Attachment "H"									
ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE					(MM/DD/YYYY)				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
th	PORTANT: If the certificate holde e terms and conditions of the polic rtificate holder in lieu of such endo	y, cert	tain p	olicies may require an en	dorsement. A sta				
PRO	DUCER				CONTACT NAME:				
					PHONE (A/C, No, Ext):		FAX (A/C, No):	:	
					E-MAIL ADDRESS:				
				·		SURER(S) AFFOR	RDING COVERAGE		NAIC #
INSU	RED				INSURER A :				
				-	INSURER B :				
					INSURER D :				
				-	INSURER E :				
				-	INSURER F :				
-				E NUMBER:			<b>REVISION NUMBER:</b>		•
IN Ce	IIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY F RTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUC	requif ( Pert H Poli	REME FAIN, ICIES.	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY CONTRACT	OR OTHER L	DOCUMENT WITH RESPE	ст то и	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$	
		-					PERSONAL & ADV INJURY	\$	
		-					GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ \$	
							COMBINED SINGLE LIMIT		
							(Ea accident) BODILY INJURY (Per person)	\$ \$	
	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	) \$	
	AUTOS AUTOS NON-OWNED AUTOS AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MAD	Έ					AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y /	N					WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYER		
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)									
	ject Name: htract #:								
			122						
(Na	me St. Tammany Parish Government	as an	additi	onal insured).					
CFF					CANCELLATION				
St. Tammany Parish Government P.O. Box 628			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						

5	St. Tammany Parish Government
F	P.O. Box 628
(	Covington, LA 70434

AUTHORIZED REPRESENTATIVE

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