



SOQ No. 23-029

To Provide Employee Benefits Consultants Services.

Submission Deadline: November 2, 2023 at 3:30 PM

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions in the public notice and Jefferson Parish Code of Ordinances Section 2-926 et seq. All submissions must be received on the Purchasing Department's e-Procurement site, [www.jeffparishbids.net](http://www.jeffparishbids.net), by the SOQ submission deadline date and time. Late submissions will not be accepted.**

Jefferson Parish Purchasing Department  
General Government Building  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053  
Donna Reamey  
Dreamey@jeffparish.net  
504-364-2684

**PUBLIC NOTICE**  
**SOQ 23-029**  
**Employee Benefits Consultants Services**

The Parish of Jefferson, authorized by **Resolution No. 142872** is hereby soliciting Statements of Qualifications (General Professional Services Questionnaire) from firms or individuals interested and qualified in providing employee benefits consultant services to include a full range of services related to design, implementation, maintenance, communication, and improvement of the Jefferson Parish Employee/Retiree Benefits Program. Jefferson Parish Government consists of approximately thirty departments providing services for the citizens of Jefferson Parish. Services provided include, but are not limited, to water, sewage, drainage, streets, fire and supporting departments. Included in the employee benefits plans are employees of the 24<sup>th</sup> Judicial District Court, Juvenile Court, First and Second Parish Courts, the District Attorney's Office, the Coroner's Office, the Justices of the Peace, and the Constables Offices. There are approximately 3,000 benefits eligible employees and approximately 1,100 medically covered retirees.

The proposer will provide benefits consulting services for employee and retiree benefits, including conducting analysis necessary to review and advise Jefferson Parish in the selection of health and welfare benefits plans for Jefferson Parish beginning January 1, 2024.

**Deadline for Submissions: 3:30 p.m., November 2, 2023**

**Minimum Qualifications**

In order to be considered the proposer must meet the following requirements and these qualifications cannot be delegated to another entity. Failure to meet any of these requirements at the time of the submission deadline will result in the disqualification of a proposal:

1. Proposer (firm or members of the firm) must be a licensed insurance producer in Louisiana.
2. Proposer must have at least ten (10) years of experience in providing benefits consulting for fully-insured and self-funded large groups (2,000+) of employees.
3. Proposer must have at least five (5) years of experience in providing benefit consulting experience with government agencies.

**Evaluation Criteria**

1. Proposed Annual Consulting Fee – 25 Points Maximum
2. Demonstrated professional experience providing benefits consulting services to fully-insured and self-funded large groups (2,000+) of employees – 20 Points Maximum
3. Demonstrated experience providing benefits consulting services to government agencies – 20 Points Maximum
4. Location of the principal office where work will be performed, with preference given to firms with offices located in Jefferson Parish – 5 Points Maximum
5. The capacity to provide benefit consulting services for fully-insured and/or self-funded insurance plans, as well as the ability to provide an experienced designated point of contact or service team for Jefferson Parish- 15 Points Maximum
6. Information demonstrating the respondents understanding of the nature and scope of services required for this SOQ - 15 Points Maximum

**Interested proposers must submit (1) online submission.**

The firm submitting a Statement of Qualification (General Professional Services Questionnaire) must identify all subcontractors who will assist in providing professional services for the project, in the professional services questionnaire. Each subcontractor shall be required to submit a (General Professional Services Questionnaire) and all documents and information included in the questionnaire. (Refer to Jefferson Parish Code Ordinance, Section 2-928) A copy of the Statement of Qualifications packet can be obtained at [www.jeffparishbids.net](http://www.jeffparishbids.net).

Submissions will only be accepted electronically via the Parish's e-Procurement system, Central Bidding. All vendors will be required to register with Central Bidding. Jefferson Parish vendors are able to register for free by visiting [www.centralauctionhouse.com](http://www.centralauctionhouse.com).

Interested firms and/or individuals must submit electronically through [www.jeffparishbids.net](http://www.jeffparishbids.net) no later than **3:30 p.m. on November 2, 2023**.

No submittals will be accepted after the deadline.

Disputes/protests relating to the decisions by the evaluation committee or by the Jefferson Parish Council shall be brought before the 24th Judicial District Court.

**ADV: The New Orleans Advocate: October 18, and 25, 2023**



**Statements of Qualifications Requested  
For Employee Benefits Consultant**

Requested by:  
Jefferson Parish Government



# Statement of Qualifications for Employee Benefits Consultant

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## **PUBLIC NOTICE**

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The proposer will provide benefits consulting services for employee and retiree benefits, including conducting analysis necessary to review and advise Jefferson Parish in the selection of health and welfare benefits plans for Jefferson Parish beginning January 1, 2024.

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### **Interested proposers must submit (1) online submission.**

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(General Professional Services Questionnaire) and all documents and information included in the questionnaire. (Refer to Jefferson Parish Code Ordinance, Section 2-928) A copy of the Statement of Qualifications packet can be obtained at [www.jeffparishbids.net](http://www.jeffparishbids.net).

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No submittals will be accepted after the deadline.

Disputes/protests relating to the decisions by the evaluation committee or by the Jefferson Parish Council shall be brought before the 24th Judicial District Court.

### **General Conditions**

Jefferson Parish is not requesting, nor authorizing any solicitation of quotes from insurance carriers through this SOQ process. Contractual agreements with insurance carriers are to be handled by JPG through a separate Public Notice and Statement of Qualifications process. The Employee Benefits Consultant shall not select the vendor that will provide employee and retiree benefits, as that authority is vested solely with Jefferson Parish Government.

Quoted annual fees based on the date included in this SOQ will be binding and not subject to adjustments after the willing consultant has been selected.

### **In accordance with The Louisiana Board of Ethics Docket No. 2011-171:**

The selected proposer will be acting under the supervision or authority of the Jefferson Parish Council. Supervision is defined by Black's Law Dictionary as the act of managing, direction, or overseeing persons or objects. The proposed contractual agreement between the proposer and the Jefferson Parish Council causes the proposer to become a public employee.

As considered a public employee, it is a violation of the Code for the proposer to accept compensation from any insurance provider that has a business relationship with Jefferson Parish. The proposer would be prohibited from accepting compensation, such as commissions, bonuses, overrides, contingent compensation, gifts, or any other form of compensation from any insurance provider that has a business relationship with Jefferson Parish.

The Parish reserves the right to reject any or all proposals

### **Professional Services Scope**

1. Collection, review, and analysis of data from the Parish to assist in the development of strategy reflecting the Parish needs and desires for the Employee Benefits Program.
2. Determine and recommend the most economical funding method for the Jefferson Parish Employee Benefits Program: fully-insured, self-funded, and self-funded with financial responsibility limitations.
3. Conduct research and make a recommendation for a stand-alone Prescription Drug Plan, including the impact on the current arrangement with the Jefferson Parish medical carrier.

4. Evaluate all responses for any benefits related SOQ's or Requests for Proposals (RFP). Prepare written comparative analysis of proposals. Meet with members of the Human Resources Management Department, and others to review analysis before the Insurance Advisory & Coordinating Committee meeting.
5. Prepare and make presentations to the Insurance Advisory & Coordinating Committee members.
6. Review contracts for newly selected insurance companies and other benefits related services provided by any newly selected company. Suggest adjustments based on objectives and communicate as necessary to the Parish.
7. Coordinate with vendors/companies in the implementation of benefits programs.
8. Advise the Parish in coordinating with benefit plan providers as requested, including but not limited to premiums, benefits levels, plan design, and special terms and conditions
9. Attend Insurance Advisory & Coordinating Committee meetings, Council meetings, and meet with Council members as needed.
10. Provide guidance and regular updates as it pertains to Healthcare Reform and The Affordable Care Act.
11. Research and continually advise the Parish of any new developments, trends, judicial, federal, and state laws, and the impacts as it relates to employee benefits and assist the Parish with timely compliance with laws and regulations related to employee and retiree benefits.
12. Assist in reviewing carrier claims experience, claims service, and claims administration to ensure the maximum benefit for the participants and the Parish.
13. Continually advise the Parish of benefits trends, cost forecasts, cost containment initiatives, developments, products, services, and innovations.
14. Assist with other related issues as requested.

### **LIST OF ATTACHMENTS**

The following attachments are made a part of this SOQ. Please respond completely to all as indicated.

Attachment A	General Professional Services Questionnaire and SOQ Affidavit
Attachment B	Insurance Requirements and Indemnification
Attachment C	Employee Benefits Consultant Questionnaire
Attachment D	Standard Agreement Addendum
Attachment E	Health Information Privacy Business Associate Agreement
Attachment F	Benefits Consultant – No Commissions or Fees Affidavit



## **Attachment A          General Professional Services Questionnaire and SOQ Affidavit**

### **General Professional Services Questionnaire**

The most current General Professional Services Questionnaire must be submitted. A copy of the questionnaire may be obtained by calling the Jefferson Parish Purchasing Department at (504) 364-2678 or via the Jefferson Parish website at [www.jeffparish.net](http://www.jeffparish.net). This questionnaire can be accessed by hovering over “Business and Development” on the website and clicking on the Professional Services Questionnaires option under “Doing Business in Jefferson Parish”.

The submitting firm must identify all subcontractors who would assist in providing professional services for the project.

Each subcontractor must submit a General Professional Services Questionnaire and all documents and information include in the questionnaire.

### **SOQ Affidavit**

You may download a copy of Jefferson Parish’s SOQ Affidavit at [www.jeffparish.net](http://www.jeffparish.net) by hovering over “Departments” clicking on “Business & Development”, and then click on “Professional Services Questionnaire” and click on “[Affidavit Form](#)”

Affidavits are not required to be submitted with the Statement of Qualifications but shall be submitted prior to agreement approval, including any subcontractors.

## **Attachment B Insurance Requirements and Indemnification**

To the fullest extent permitted by law, Proposer, agrees to protect, defend, indemnify and save the Parish, its agents, officials, employees, volunteers or any firm, company, organization, or individual, or their Proposers, or subcontractors with whom the Parish may be contracted harmless from and against any and all claims, demands, actions, and causes of action of every kind and character including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from acts or omissions of Proposer, its agents, employees, assigns, or subcontractors, during the operations contemplated by the agreement.

This indemnity does not extend to the sole negligence of the Parish and the Proposer shall not be liable to the Parish for its lost profits or revenue or consequential damages except claims advanced in tort and/or claims advanced in agreement due to the bad faith of Proposer. Bad faith shall mean a breach of some motive or interest of ill will on the part of the Proposer.

Further, Proposer hereby agrees to indemnify the Parish for all reasonable expenses including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs incurred by or imposed upon the Parish in connection therewith for any such loss, damage, injury, or other casualty. Proposer further agrees to pay all reasonable expenses and attorneys' fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this agreement."

The insurance requirements shall be as follows:

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 dated 12/09/2009. The proposer shall not commence work under this agreement until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 113646.

### **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, except Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act; otherwise, this limit shall be no less than \$500,000 per occurrence.

### **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

### **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

### **DEDUCTIBLES**

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the Proposer.

### **PROFESSIONAL LIABILITY**

Shall provide Combined Single Limit of \$1,000,000.00 per Occurrence.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

SUBCONTRACTOR INSURANCE

The Proposer shall include all subcontractors as insured under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the Proposer.

Jefferson Parish Government must be listed as an additional insured as it relates to General Liability and Automobile Liability.

The following statement must be included when naming the Parish for insurance purposes, and it must be placed on the Certificate of Insurance in the box on the bottom left, titled "Certificate Holder":

The Parish of Jefferson, its Districts, Departments, and Agencies under the direction of the Parish President and the Parish Council.  
1221 Elmwood Park Boulevard, Suite 517  
Jefferson, LA 70123

## **Attachment C      Employee Benefits Consultant Questionnaire**

Please answer each question clearly and completely. Responses should be concise and to-the-point. Please do not refer to other source documentation. You are welcome to provide marketing materials; however, these materials should be used as support for a response and should not be used as the response itself.

If you are unable to answer a question, please indicate why you cannot. Additionally, if you are unwilling to disclose the information requested, please indicate your reasons. If there is additional relevant information or documentation that you feel would aid Jefferson Parish in the selection process, please provide that information separately and note specific page number references, where appropriate.

1. Proposer's legal name and address.
2. In what Parish is your local office located?
3. What is the total number of employees in the local office and their respective basic responsibilities?
4. Number of years of benefits consulting experience provided to large employer groups having 2,000+ employees with fully-insured and self-funded group medical plans?
5. Number of years of benefits consulting experience provided to government agency groups with fully-insured and self-funded group medical plans?
6. Provide a list of your carrier appointments for group medical insurance coverage.
7. Provide a list of your carrier appointments for group life, STD, LTD, and AD&D coverage.
8. Provide a list of your carrier appointments for group dental insurance.
9. Provide a list of your carrier appointments for group vision insurance.
10. Provide a list of your carrier appointments for flexible spending account administration.
11. Provide a list of your carrier appointments for worksite benefits, such as whole or universal life, cancer policies, critical illness policies, accident policies, long-term care policies, and hospital indemnity policies.
12. Describe your firm's process for assisting a client transition from a fully-insured group medical plan to a self-funded medical plan.
13. Describe your firm's involvement in regulatory and legislative activities.
14. Describe your firm's method of keeping clients informed of regulatory and legislative updates affecting employee benefit plans.
15. Describe your firm's level of expertise and method of informing clients of timely, need to know legislation and compliance issues related to employee benefit plans.
16. Describe the criteria you utilize for carrier analysis and recommendation.
17. Describe the process you utilize for carrier renewals and negotiations.
18. Describe three (3) client assignments within the last three (3) years that achieved significant cost reductions for your client.
19. Describe your firm's research department capabilities, the number of staff members employed, and what services can be provided to Jefferson Parish.

20. Describe your firm's legal department, the number of staff members employed, and what services can be provided to Jefferson Parish.
21. Describe your firm's underwriting and actuarial department, the number of staff members employed, and what services can be provided to Jefferson Parish.
22. Describe how your firm monitors the performance of insurance carriers, TPA's, and other health and welfare vendors.
23. List any national affiliate arrangements for resource, knowledge, or market sharing and rating.
24. Provide at least three (3) large group (2,000+ employees) client references with company name, contact name, email address, and telephone number. At least one client with a fully-insured group medical plan and at least one client with a self-funded group medical plan.
25. Provide at least three (3) government agency client references with government agency name, contact name, email address, and telephone number. At least one client with a fully-insured group medical plan and at least one client with a self-funded group medical plan.
26. Please provide your annual fee to provide benefits consulting services.

## **Attachment D Standard Agreement Addendum**

**This is the Jefferson Parish agreement addendum. Some of these sections may not be applicable to the Proposer. The sections dealing with indemnity, litigation, independent contractor, and termination are a mandatory part of the addendum.**

### **RECORDS**

“Proposer” shall keep accurate books, records and documentation using generally accepted accounting and record-keeping practices in relation to the performance of services pursuant to this agreement. “Proposer” shall cooperate with Jefferson Parish to seek release of Parish records and other documentation including but not limited to medical records, correspondence, instructions, claim forms, receipts, vouchers, and other documentation as is reasonably necessary for Parish to verify the performance of services pursuant to the agreement. “Proposer” shall retain records pursuant to applicable insurance laws and “Proposer’s” Record Retention Policy. This section shall not apply to “Proposer’s” proprietary records created in the ordinary course of business, including but not limited to claims, sales, and underwriting files, subject to applicable privacy laws and regulations and “Proposer’s” privacy and confidentiality policies. “Proposer” may provide Parish copies of requested records with a reasonable charge for copying and shipping. “Proposer” retains claims records for seven years after the claim closes.

### **INDEMNITY**

To the fullest extent permitted by law, “Proposer” agrees to protect, defend, indemnify, and save the Parish, its agents, officials or employees harmless from and against any and all claims, demands, actions and causes of action of every kind and character including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from acts or omissions of “Proposer”, its agents, employees, assigns, or subcontractors, during the operation contemplated by the agreement.

Further, Proposer hereby agrees to indemnify Parish for all reasonable expenses including but not limited to all fees and charges of, attorneys and other professionals and all court or other dispute resolution costs incurred by or imposed upon Parish in connection therewith for any loss, damage, injury, or other casualty. “Proposer” further agrees to pay all reasonable expenses and attorney’s fees incurred by Parish in establishing the right to indemnify pursuant to the provisions of this section.

### **SAVINGS CLAUSE**

In case anyone or more of the provisions contained in this agreement shall, for any reason, be judicially held to be invalid, illegal, or unenforceable in whole or part, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and, in such an event, this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

### **CONFIDENTIAL MEDICAL INFORMATION**

“Proposer” agrees to protect personal information received in connection with all insurance transactions related to the Agreements between Parish and “Proposer”. “Proposer” will comply with applicable federal and state laws addressing privacy and do distribute annually to its policyholders its Privacy Policy.

## TERM

This addendum is incorporated into and made a part of the agreement between the parties. The term of this addendum shall run concurrently with the agreement and will be extended if the original agreement is extended.

## INDEPENDENT PROPOSER

It is understood and agreed by the Parties hereto that "Proposer" is entering into this agreement in the capacity of an independent contractor and that nothing contained in this agreement is intended to be construed as creating any other relationship between Parish and "Proposer".

The Parties hereto acknowledge and agree that Parish shall not:

- a) withhold federal or state income taxes;
- b) withhold federal social security tax (FICA);
- c) pay federal or state unemployment taxes for the account of Proposer
- d) pay worker's compensation insurance premiums for coverage for Proposer.

"Proposer" 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.

"Proposer" agrees to indemnify and hold Parish harmless from any and all federal and/or state income tax liability, including taxes, interest, and penalties, resulting from Parish's treatment of "Proposer" as an independent contractor. "Proposer" 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 such liability.

During the term of this agreement, Parish shall not furnish "Proposer", or any "Proposer" personnel with any 'benefits' including health and welfare benefits, since "Proposer" is not an employee of Parish.

Parish shall not be obliged to any person, firm, corporation, or governmental entity for any obligations of "Proposer" arising from the performance of their services under this agreement.

## PARISH RESPONSIBILITIES

Any reports which are required to be completed by the "Proposer" and submitted to Parish, Department of Human Resource Management, may be used to review and analyze health benefit claims, prescription benefits, services, and utilization costs. This information may be disclosed in future requests for proposals, to solicit future health coverage. No individually identifiable information will be disclosed and a log will be maintained of the entities to whom the information is disclosed on an annual basis.

## PAYMENT

All invoices shall contain an acknowledgement that no subcontractors or persons, excluding full time employees of the firm, have been added to work on this project without prior Council approval by resolution.

Jefferson Parish will transmit all premium payments due through the Automated Clearing House (ACH). A Parish formatted file will be forwarded at the time of payment detailing each payment. The file will identify the employee, type of coverage and amount paid and will be transmitted as an attachment to electronic mail or telephone facsimile mail. Parish will not accept

or reconcile billings or statements from the "Proposer" In the event of a termination of coverage, any dispute between the Parish and "Proposer" as to premiums owed or claims paid will be determined by the Parish's self-invoice alone.

#### ASSIGNMENT

Neither the Parish nor "Proposer" shall assign, sublet, or transfer any interest in this agreement without the consent of the other.

#### TERMINATION OR SUSPENSION

The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted by the Parish and all payments required to be made to the "Proposer" have been made; but this agreement may be terminated 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 "Proposer" to comply with the terms, progress, or quality of work in a satisfactory manner, proper allowance being made for the circumstances beyond the control of "Proposer".
- 3) By either party upon failure of the other party to fulfill its obligations, as set forth in this agreement.
- 4) By satisfactory completion of all services and obligations described herein.
- 5) By Parish with thirty (30) days written notice to "Proposer".

"Proposer" may terminate the group policy as follows:

- 6) If premium is not paid by the end of the grace period, the group policy will terminate automatically at the end of the grace period.
- 7) On any premium due date if the number of persons insured is less than the minimum participation shown in the Coverage Features of the group policy.
- 8) On any premium due date if we determine that the policy holder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the group policy.

Minimum advance notice of termination for 7 and 8 above is 60 days.

This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or \_\_\_\_\_, whichever event occurs first unless further amended for renewal.

Upon termination, "Proposer" shall be paid for premiums due up to the date of termination of the policy. Upon termination under Item 2 above, "Proposer" shall deliver to the Parish all original documents, noted drawings, tracings, computer files, and files except the "Proposer's" personal and administrative files.

That the Council, by resolution, shall terminate a professional services agreement in the event false or misleading information is given to the Parish in the required professional services questionnaire; in the affidavit identifying all subcontractor and persons, excluding full time employees of the firm, who would assist in providing professional services for the project, or in the acknowledgment submitted with each invoice that no subcontractors or persons, excluding full time employees of the firm, have been added without prior council approval by resolution; and, further, any and all parties found to be in violation of the provisions of this resolution or of the



provisions of Section 2-928(C) of the Jefferson Parish Code of Ordinances, including, but not limited to, the person or firm under agreement with the Parish to provide professional services and any and all subcontractor improperly added to such an agreement, shall be disqualified from contracting with the Parish to provide professional services for one year after such violation is discovered and shall be assessed a penalty payable to the Parish in the amount of five thousand dollars (\$5,000.00) in liquidated damages for each such violation.

#### GOVERNING LAW AND JURISDICTION

This Agreement shall be deemed to be 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. FIRM 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 jurisdiction and venue for any suit or proceeding brought pursuant to this agreement shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

#### INSPECTOR GENERAL

It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission, and the duty of every contractor, subcontractor, and licensee of the Parish, and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with Parish, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a Parish contract, and every application for certification of eligibility for a Parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

#### MODIFICATIONS

This agreement constitutes the entire understanding between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations, or modifications to this agreement will be effective unless in writing and signed by all parties hereto.

#### COMMISSIONS

Proposer, its owners, managers, and employees will accept no commissions, bonuses, overrides, contingent compensation, gifts, nor any other form of compensation from insurance carriers.

**Attachment E Health Information Privacy Business Associate Agreement**

**HEALTH INFORMATION PRIVACY  
BUSINESS ASSOCIATE AGREEMENT FOR BENEFITS CONSULTANT**

This Health Information Privacy Business Associate Agreement (this "Business Associate Agreement") is made as of \_\_\_\_\_ 2023, by and between JEFFERSON PARISH and ("BUSINESS ASSOCIATE").

**RECITALS:**

- A. JEFFERSON PARISH and BUSINESS ASSOCIATE have entered an arrangement or arrangements pursuant to which BUSINESS ASSOCIATE provides certain services for and on behalf of JEFFERSON PARISH (the "Arrangement").
- B. To enable BUSINESS ASSOCIATE to carry out its obligations under the Arrangement, JEFFERSON PARISH discloses to BUSINESS ASSOCIATE, and/or BUSINESS ASSOCIATE creates and receives on behalf of JEFFERSON PARISH, Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Parts 160 and 164 (the "Privacy Standards"). Such information is referred to herein as "Protected Health Information."
- C. The Privacy Standards obligate JEFFERSON PARISH to enter into an agreement with BUSINESS ASSOCIATE in order to ensure that BUSINESS ASSOCIATE appropriately safeguards the Protected Health Information.
- D. JEFFERSON PARISH and BUSINESS ASSOCIATE desire to make this Business Associate Agreement to the Arrangement in order to enable JEFFERSON PARISH to satisfy its obligations under the Privacy Standards.
- E. **NOW, THEREFORE**, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. DEFINITIONS.**

Capitalized terms used in this Business Associate Agreement and not otherwise defined herein shall have that meaning given to them in the Privacy Standards.

**2. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE**

- 2.1. Confidentiality - BUSINESS ASSOCIATE shall hold Protected Health Information confidentially, and shall not Use or Disclose it other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 2.2. Use or Disclosure to Provide Services Under the Arrangement - BUSINESS ASSOCIATE may Use and Disclose Protected Health Information as necessary<sup>6</sup> to perform its obligations under the Arrangement; provided however that BUSINESS ASSOCIATE shall not, and shall ensure that its directors, officers, employees, contractors and agents (the "Representatives") do not, Use or Disclose Protected Health Information in any manner that would violate: (i) the Privacy Standards, as amended from time to time, if done by JEFFERSON PARISH; (ii) or any other applicable law, rule, regulation, interpretation or order of any governmental entity.
- 2.3. Use or Disclosure for BUSINESS ASSOCIATE' Management and Administration - Notwithstanding Section 2.2 above, BUSINESS ASSOCIATE may Use or Disclose Protected Health Information for its proper management and administration provided that, before Disclosing Protected Health Information to a third party for BUSINESS ASSOCIATE'S proper management and administration, BUSINESS ASSOCIATE must obtain reasonable assurances from the third party that: (i) the Protected Health Information will be held confidentially and subject to the same restrictions and conditions

that apply to BUSINESS ASSOCIATE under this Business Associate Agreement and will only be Used or Disclosed as Required by Law or for the purposes for which it was Disclosed to the third party; and (ii) the third party will immediately notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the Protected Health Information Disclosed to it has been breached.

- 2.4. Use or Disclosure to Provide Data Aggregation Services - BUSINESS ASSOCIATE may Use or Disclose Protected Health Information to provide Data Aggregation services relating to the Health Care Operations of JEFFERSON PARISH.
- 2.5. De-Identification of Protected Health Information - BUSINESS ASSOCIATE may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of the Privacy Standards. The parties acknowledge and agree that de-identified data does not constitute Protected Health Information and is not subject to the terms of this Business Associate Agreement.
- 2.6. Use and Disclosure of Limited Data Sets - BUSINESS ASSOCIATE may Use Protected Health Information to create Limited Data Sets and may Use or Disclose such Limited Data Sets for only research, public health, or health care operations purposes. Except as set forth in this Section, the conditions and restrictions contained herein on BUSINESS ASSOCIATE'S Use and Disclosure of Protected Health Information apply to BUSINESS ASSOCIATE'S Use and Disclosure of Protected Health Information contained in such Limited Data Sets. Further, BUSINESS ASSOCIATE agrees that it shall not identify the information contained in such Limited Data Sets or contact the Individuals who are the subject of the Protected Health Information contained in such Limited Data Sets, except as otherwise permitted or required by this Business Associate Agreement.

### **3. RESPONSIBILITIES OF BUSINESS ASSOCIATE.**

- 3.1. Safeguards Against Misuse of Information - BUSINESS ASSOCIATE agrees that it will implement appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than pursuant to the terms and conditions of this Business Associate Agreement.
- 3.2. Reporting Disclosures of Protected Health Information - BUSINESS ASSOCIATE shall, within three (3) days of becoming aware of a Disclosure of Protected Health Information in violation of this Business Associate Agreement by BUSINESS ASSOCIATE or its Representatives, report such Disclosure to JEFFERSON PARISH. BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the extent practicable, any harmful effect known to BUSINESS ASSOCIATE and arising from such Use or Disclosure.
- 3.3. Agreements by Third Parties - BUSINESS ASSOCIATE shall enter into an agreement with any agent or subcontractor that will have access to Protected Health Information pursuant to which such agent or contractor agrees to be bound by the same restrictions, terms, and conditions of this Business Associate Agreement that apply to BUSINESS ASSOCIATE with respect to such Protected Health Information.
- 3.4. Access to Information - BUSINESS ASSOCIATE shall promptly provide access, at the request of JEFFERSON PARISH or an Individual, to Protected Health Information maintained by BUSINESS ASSOCIATE in a Designated Record Set(s), to JEFFERSON PARISH, or as directed by JEFFERSON PARISH, to an Individual. BUSINESS ASSOCIATE shall use its best efforts to provide such access within ten (10) days of receiving such request.
- 3.5. Availability of Protected Health Information for Amendment - BUSINESS ASSOCIATE shall promptly make any amendment to Protected Health Information maintained in a Designated Record Set by BUSINESS ASSOCIATE that is requested by JEFFERSON PARISH, or as directed by JEFFERSON PARISH, that is requested by an Individual.

BUSINESS ASSOCIATE shall use its best efforts to make such amendments within twenty (20) days of receiving such request.

- 3.6. Accounting of Disclosures - BUSINESS ASSOCIATE shall document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for JEFFERSON PARISH to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

BUSINESS ASSOCIATE shall promptly provide to JEFFERSON PARISH or, as directed by JEFFERSON PARISH, to an Individual, information collected in accordance with the preceding paragraph to permit JEFFERSON PARISH to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information. BUSINESS ASSOCIATE shall use its best efforts to provide such information within twenty (20) days of receiving such written request.

- 3.7. Uses and Disclosures Required by Law - Except to the extent prohibited by law, BUSINESS ASSOCIATE shall immediately notify JEFFERSON PARISH upon its receipt of a request for Use or Disclosure of Protected Health Information with which BUSINESS ASSOCIATE believes it is Required by Law to comply. BUSINESS ASSOCIATE shall provide JEFFERSON PARISH with a copy of such request, shall consult, and cooperate with JEFFERSON PARISH concerning the proper response to such request and shall provide JEFFERSON PARISH with a copy of any information Disclosed pursuant to such request.

- 3.8. Availability of Books and Records - BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining JEFFERSON PARISH'S compliance with the Privacy Standards. Notwithstanding the foregoing, nothing herein shall be deemed to require BUSINESS ASSOCIATE to waive any attorney-JEFFERSON PARISH, accountant-JEFFERSON PARISH, or other legal privilege.

- 3.9. Imposition of Fees - BUSINESS ASSOCIATE may impose at its sole option a reasonable, cost-based fee on JEFFERSON PARISH or an Individual for a request for a copy of Protected Health Information under Section 3.4. Such fee shall include only the cost of copying, including the cost of supplies for and labor of copying, the requested Protected Health Information; the cost of postage, when BUSINESS ASSOCIATE has been asked to mail copies; and the cost of preparing an explanation or summary of the requested Protected Health Information, if agreed to by the Individual as required under 45 C.F.R. § 164.524(c)(2)(ii). BUSINESS ASSOCIATE may also impose at its sole option a fee on JEFFERSON PARISH or an Individual for a request for an accounting of Disclosures in accordance with Section 3.6. BUSINESS ASSOCIATE shall provide the first accounting concerning an Individual requested by either the Individual or JEFFERSON PARISH in any 12-month period without charge. BUSINESS ASSOCIATE may impose a reasonable, cost-based fee for each subsequent request for an accounting concerning the same Individual within the 12-month period, provided that BUSINESS ASSOCIATE informs the Individual or JEFFERSON PARISH in advance of the fee and provides the Individual or JEFFERSON PARISH with an opportunity to withdraw or modify the request for a subsequent accounting in order to avoid or reduce the fee.

#### **4. RESPONSIBILITIES OF JEFFERSON PARISH**

- 4.1. Requests for Uses or Disclosures - JEFFERSON PARISH shall not request BUSINESS ASSOCIATE to Use or Disclose Protected Health Information in any manner that would violate this Business Associate Agreement.
- 4.2. Notice of Privacy Practices - JEFFERSON PARISH hereby agrees to provide, a notice of privacy practices (the "Notice") to Individuals (or their personal representatives) who are

the subject of the Protected Health Information, which Notice shall be sufficiently broad so as to permit the Uses and Disclosures of Protected Health Information by BUSINESS ASSOCIATE contemplated by this Business Associate Agreement and the Arrangement. JEFFERSON PARISH shall not amend such Notice unless the amended Notice is sufficiently broad so as to permit the Uses and Disclosures of Protected Health Information contemplated by this Business Associate Agreement and the Arrangement.

- 4.3. Written Permission - JEFFERSON PARISH hereby agrees to insure that it obtains Individuals' permission or the permission of Individuals' personal representatives, to the extent required under the Privacy Standards and in the form required by the Privacy Standards, for BUSINESS ASSOCIATE' Uses and Discloses of Protected Health Information contemplated by this Business Associate Agreement and the Arrangement and to inform BUSINESS ASSOCIATE of any changes in, or withdrawal of, such written permission provided to JEFFERSON PARISH by Individuals or their personal representatives, including without limitation revocations of authorizations pursuant to 45 C.F.R. § 164.508.
- 4.4. Other Arrangements - JEFFERSON PARISH hereby agrees to notify BUSINESS ASSOCIATE, in writing and in a timely manner, of any arrangements permitted or required of JEFFERSON PARISH under the Privacy Standards that may impact in any manner the Use or Disclosure of Protected Health Information by BUSINESS ASSOCIATE under this Business Associate Agreement or the Arrangement, including without limitation restrictions on the Use or Disclosure of Protected Health Information agreed to by JEFFERSON PARISH, as provided for in 45 C.F.R. § 164.522.

## **5. TERM AND TERMINATION.**

- 5.1. Term - This Business Associate Agreement shall become effective on the date on which JEFFERSON PARISH and BUSINESS ASSOCIATE enter the Arrangement and, unless otherwise terminated as provided herein, shall expire upon the expiration or termination of the Arrangement.
- 5.2. Termination by JEFFERSON PARISH - The Arrangement may be terminated by JEFFERSON PARISH, subject to the delivery of the written notice and the expiration of the cure period provided in the Arrangement, in the event that BUSINESS ASSOCIATE breaches any material term of this Business Associate Agreement. In the event that JEFFERSON PARISH is entitled to terminate the Arrangement pursuant to this Section 5.2 but determines, in its sole discretion, that termination is not feasible, BUSINESS ASSOCIATE acknowledges that JEFFERSON PARISH shall have the right to report the breach to the Secretary.
- 5.3. Return or Destruction of Protected Health Information Upon Termination - Upon termination of the Arrangement, BUSINESS ASSOCIATE shall, at the option of BUSINESS ASSOCIATE, either return or destroy all Protected Health Information which BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that it is not feasible, in BUSINESS ASSOCIATE'S reasonable discretion, to return or destroy such Protected Health Information, the terms and provisions of this Business Associate Agreement shall survive the termination of the Arrangement with respect to such Protected Health Information, and such Protected Health Information shall be Used or Disclosed solely for such purpose or purposes which prevented its return or destruction.

## **6. MODIFICATIONS TO COMPLY WITH STANDARDS.**

In the event that additional standards are promulgated under the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, or any existing standards are amended, including without limitation the Privacy Standards and the Transactions and Code Sets Standards, the parties agree to enter into a mutually

acceptable amendment to this Business Associate Agreement to enable JEFFERSON PARISH to satisfy its obligations under such additional or amended standard(s).

**7. MISCELLANEOUS.**

- 7.1. The parties agree and acknowledge that, as between JEFFERSON PARISH and BUSINESS ASSOCIATE, JEFFERSON PARISH is the owner of the Protected Health Information.
- 7.2. In the event that a provision of this Business Associate Agreement conflicts with a provision of the Arrangement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the Arrangement.
- 7.3. This Business Associate Agreement may be amended only by written agreement between the parties. The headings of sections in this Business Associate Agreement are for reference only and shall not affect the meaning of this Business Associate Agreement.
- 7.4. Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have executed this Business Associate Agreement as of the day and year first written above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment F            Benefits Consultant – No Commissions or Fees**

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

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

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed, and said that he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_ (Entity), hereinafter referred to as “Consultant/Contractor” who attests that:

- 1) \_\_\_\_\_ has not and will not receive any commissions, bonuses, overrides, contingent compensation, gifts, or any other form of compensation from any insurance provider that has a business relationship with Jefferson Parish Government.
- 2) One hundred percent (100%) of all fees received for Benefit Consulting Services are paid for by Jefferson Parish Government.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

SWORN TO AND SUBSCRIBED TO BEFORE ME  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary/Bar Roll Number

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