

APPENDIX A - DRAFT CONSULTING SERVICES CONTRACT

This Consulting Services Contract (Contract) is made by and between the State of Mississippi State and School Employees Health Insurance Management Board (Board), acting administratively through the Mississippi Department of Finance and Administration (DFA), and _____, (Consultant) on October 1, 2017, under the following terms and conditions under which the Consultant agrees to render services as herein described to the participants of the Mississippi State and School Employees' Health Insurance Plan (Plan) beginning October 1, 2017.

1. SCOPE OF SERVICES

The Consultant agrees, at the request of the Board, to assist the Board and the staff of DFA by providing the following consulting services. The Consultant is expected to:

- A. Be proactive in presenting recommendations and ideas to the Board regarding the management of the Plan;
- B. Provide assistance to the Board in preparation of Request(s) for Proposals that include, but are not limited to, third party medical claims administrator, medical management/population health vendor, pharmacy benefit manager, decision support system vendor, and life insurance company;
- C. Assist the Board with the development of performance standards relating to vendors' performance of services to the Board and assist in evaluation of the performance of vendors;
- D. Provide assistance to the Board in designing the integration of the vendors for the Plan and managing implementations and transitions, and evaluating the performance of vendors under contract with the Board;
- E. Research pertinent issues regarding the Plan and provide reports documenting research, findings, and recommendations;
- F. Provide timely and accurate communication to the Board on changes in federal and state statutes and regulations that may impact the Plan;
- G. Provide assistance to the Board in determining benefit design for the Plan and the costs/savings associated with any benefit changes;
- H. Review various reports submitted by any vendor selected by the Board, and make recommendations on the format and content of the reports, for the overall purpose of making the reports useful and meaningful to the Board;
- I. Work with Board vendors as directed by the Board to facilitate the provision of necessary services to the participants of the Plan;
- J. Provide analysis of provider pricing, geographic distribution, and other necessary analytical activities for evaluation of potential providers to the Plan;

- K. As requested by the Board, testify before the State Legislature, Legislative Budget Committee, Performance Evaluation and Expenditure Review Committee, Insurance Advisory Council, and testify or provide assistance in connection with any legal proceedings in which the Board or the State of Mississippi is a party in relation to the services provided under this Contract;
- L. Maintain full and accurate records with respect to all matters covered under this Contract. Additionally, at the request of the Board, the Consultant shall provide the Board all spreadsheets, assumptions, and calculations upon completion of any project authorized and funded by the Board in a format acceptable to the Board;
- M. Maintain throughout the contract period professional liability coverage at a minimum of \$1,000,000 per occurrence, \$3,000,000 aggregate; and,
- N. As requested by the Board, provide other such services for which the Consultant has the technical capability to render.

2. CONTRACT TERM

- A. The effective date of this Contract will be October 1, 2017. This Contract's term will be for four (4) years with an option to renew for one (1) year at the Board's discretion under the same terms and conditions. By March 31, 2021, the Board will notify the Consultant, in writing, of the Board's intent as to renewal of the Contract for one (1) additional year.
- B. This Contract may be terminated by either party, with or without cause, upon at least ninety (90) days prior written notice of intent to terminate provided to the other party.
- C. All records and information provided by the Board or through its vendors to the Consultant are the sole property of the Board and shall be returned to the Board within thirty (30) days of the termination date of this Contract if so required by the Board. The Consultant shall be entitled to retain and utilize data that have been captured, computed, or stored in the Consultant's databases to the extent that such data cannot be identified or linked to the Board, Plan, or an individual Plan participant with the restrictions described in Item 12 - CONFIDENTIAL INFORMATION of this Contract to apply.
- D. Upon termination of this Contract, the Consultant shall fully cooperate with the Board and the new Consultant during the transition of the Plan to the new Consultant. Upon request of the Board, the Consultant shall provide all information maintained by the Consultant in relation to the Plan in a time frame specified by the Board. Information provided shall be in a format designated by the Board. The Consultant shall provide such explanation of the information provided in order to facilitate a smooth transition.

3. CONSIDERATION

The Board agrees to compensate the Consultant for services approved by the Board and performed by the Consultant under the terms of this Contract as follows:

- A. The Board shall not provide any prepayments or initial deposits in advance of services being rendered. Only those services agreed to by Contract shall be considered for reimbursement/compensation by the Board. Payment for any and all

services provided by the Consultant to the Board and/or the Plan shall be made only after said services have been duly performed and properly invoiced.

- B. In consideration for the services provided by the Consultant under this Contract, the Board shall compensate the Consultant through administrative fees illustrated in Exhibit ____ Consultant Fee Schedule of this Contract. In accordance with State law and applicable Contract conditions, the Board will compensate the Consultant such fees after the appropriate services have been rendered. The Board shall not provide any prepayments or initial deposits in advance of services being rendered. The Consultant must submit all invoices, in a form acceptable to the Board with all the necessary supporting documentation, prior to any payment to the Consultant of any administrative fees. Administrative fees must be invoiced on a monthly basis, in sufficient detail and format as determined by the Board. Such invoices shall include, at a minimum, a description of the service(s) provided, the quantity or number of units billed, the compensation rate, the time period in which services were provided, total compensation requested for each individual service being billed, and total administrative fees requested for the period being invoiced. The Board agrees to make payment to the Consultant on any undisputed amounts within thirty (30) days from the date services were rendered or the date of receipt of the invoice, whichever comes last. Upon the effective date of termination of this Contract, the Consultant's obligation to provide any further services under this Contract shall cease. The Consultant shall, however, remain liable for any obligations arising hereunder prior to the effective date of such termination. No additional compensation will be provided by the Board for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the Board.
- C. The unit rates listed in Exhibit ____, Consultant Fee Schedule, of this Contract are firm for the duration of this Contract and are not subject to escalation for any reason, unless this Contract is duly amended.
- D. The payment of an invoice by the Board shall not prejudice the Board's right to object or question any invoice or matter in relation thereto. Such payment by the Board shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Consultant's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by the Board, on the basis of audits, not to constitute allowable costs. Any payment shall be reduced for overpayment or increased for underpayment on subsequent invoices. For any amounts which are or shall become due and payable to the Board and/or the Plan by the Consultant, the Board reserves the right to (1) deduct from amounts which are or shall become due and payable to the Consultant under Contract between the parties; or (2) request and receive payment directly from the Consultant within fifteen (15) days such request, at the Board's sole discretion.
- E. Compensation to the Consultant for travel, meals and/or lodging shall be allowed subject to the following criteria:
1. In order to be compensable by the Board, travel expenses must be reasonable and necessary for the fulfillment of the project and contractual obligations;
 2. Air travel reimbursement will be limited to "Coach" or "Tourist" class rates, and must be supported by a copy of an original invoice;

3. Meals and lodging expenses will be reimbursed in the amount of actual costs, subject to the maximum per diem as defined in the Federal Register. A copy of all hotel receipts must be provided. A copy of meal receipts is not necessary;
4. Taxi fares, reasonable rental car expenses, and airport parking expenses will be reimbursed in the amount of actual costs, and must be supported by a copy of an original receipt/invoice;
5. Personal automobile mileage and related costs are not compensable expenses; and
6. Time spent in “travel status” is not compensable. Unit rates in Exhibit __, Consultant Fee Schedule, of this Contract are to be charged for actual hours worked only and shall not include travel time.

4. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Board to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or federal funds. If the funds anticipated for the continuing fulfillment of this Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or the discontinuance or material alteration of the program under which such funds were provided, or if funds are not otherwise available to the State, the Board shall have the right upon ten (10) working days written notice to the Consultant, to terminate this Contract without damage, penalty, cost, or expenses to the Board of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5. E-PAYMENT

Consultant agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

6. PAYMODE

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Consultant’s choice. The State may, at its sole discretion, require Consultant to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Consultant understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. RECOVERY OF MONEY

Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Consultant to the DFA, the same amount may be deducted from any sum due to the Consultant under the Contract or under any other contract between the Consultant and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of the Consultant.

8. RECORD RETENTION AND ACCESS TO RECORDS

The Consultant does agree that the Board or any of its duly authorized representatives at any time during the term of this Contract shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Consultant related to the Consultant's charges and performance under this Contract. The Board agrees to provide the Consultant with reasonable advance notice for any standard audits or reviews, with the expectation that such reviews shall be made during normal business hours of the Consultant. The parties shall cooperate to schedule and conduct such audit or inspection to prevent disruption Consultant's performance of the services hereunder and for Consultant's other customers. All records related to this Contract shall be kept by the Consultant for a period of six (6) years after final payment under this Contract and all pending matters are closed unless the Board authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Contract has been started before the expiration of the six (6) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the six (6) year period, whichever is later. The Consultant agrees to refund to the Board any overpayment disclosed by any such audit arising out of or related in any way to this Contract.

9. APPLICABLE LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provision, and any litigation with respect thereto shall be brought in the courts of the State. The Consultant shall comply with applicable federal, state, and local laws and regulations.

10. COMPLIANCE WITH LAWS

The Consultant understands that the State of Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Consultant agrees during the term of this Contract that the Consultant will strictly adhere to this policy in its employment practices and provision of services. The Consultant shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

11. ANTI-ASSIGNMENT/SUBCONTRACTING/CHANGE IN OWNERSHIP

The Consultant shall not assign or subcontract, in whole or in part, its rights or obligations under this Contract to any other organization without prior written consent of the Board. Any attempted assignment without said consent shall be void and of no effect.

12. CONFIDENTIAL INFORMATION

“Confidential Information” shall mean: (a) those materials, documents, data, and other information which the Consultant has designated in writing as proprietary and confidential; and (b) all data and information which the Consultant acquires as a result of its contact with and efforts on behalf of the Board and any other information designated in writing as confidential by the Board. Each party to this agreement agrees to the following:

- A. To protect all confidential information provided by one party to the other;
- B. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law; and,
- C. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
- D. To do so by using those methods and procedures normally used to protect the party's own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of the Consultant or its subcontractor shall rest with Consultant.

13. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

14. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Consultant as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

15. CONTRACTOR PERSONNEL

The DFA shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Consultant. If the DFA reasonably rejects staff or subcontractors, the Consultant must provide replacement staff or subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of the Consultant's employees and subcontractors is the sole responsibility of the Consultant.

16. INDEPENDENT CONTRACTOR STATUS

Consultant shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Board. Nothing contained herein shall be deemed or construed by the State, Consultant, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Consultant. Neither

the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Board or Consultant hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Board and Consultant. Consultant's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Consultant nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA, and the DFA shall be at no time legally responsible for any negligence or other wrongdoing by Consultant, its servants, agents, or employees. The DFA shall not withhold from the contract payments to Consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the DFA shall not provide to Consultant any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

17. E-VERIFICATION

If applicable, Consultant represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Consultant agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Consultant agrees to provide a copy of each such verification. Consultant further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Consultant to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;*
- (2) the loss of any license, permit, certification or other document granted to Consultant by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,*
- (3) both. In the event of such cancellations/termination, Consultant would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.*

18. AUTHORITY TO CONTRACT

Consultant warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

19. MODIFICATION / AMENDMENTS / RENEGOTIATION

This Contract may be modified, altered, or changed only by written agreement signed by the Consultant and Board. The parties agree to renegotiate the Contract if federal and/or State revisions of any applicable laws or regulations make changes in this Contract necessary.

20. PROCUREMENT REGULATIONS

This Contract shall be governed by the applicable provisions of the Mississippi Personal Services Contract Review Board Rules Regulations, a copy of which is available for inspection at the Mississippi State Personnel Board located at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

21. REPRESENTATION REGARDING CONTINGENT FEES

The Consultant represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The Board will not pay any commissions and/or any brokerage, percentage, finder's service, or contingent fees for securing or executing any of the services outlined in this Contract.

22. REPRESENTATION REGARDING GRATUITIES

The Consultant represents that it has not violated, is not violating, and promises that it will not violate any prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Services Contract Rules and Regulations.

23. TERMINATION FOR BANKRUPTCY

This contract may be terminated in whole or in part by the Board upon written notice to Consultant, if Consultant should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Consultant of an assignment for the benefit of its creditors. In the event of such termination, Consultant shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

24. TERMINATION FOR CONVENIENCE

- A. Termination. The Board may, when the interests of the Board so require, terminate this Contract in whole or in part, for the convenience of the State. The Board shall give written notification of the termination to the Consultant specifying the part of the Contract terminated and when termination becomes effective.*
- B. Consultant's Obligations. The Consultant shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Consultant will stop work to the extent specified. The Consultant shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Board may direct the Consultant to assign the Consultant's right, title and interest under terminated orders or subcontracts to the Board. The Consultant must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.*

25. TERMINATION FOR DEFAULT

- A. Default. *If the Consultant refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified within this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this contract, the Board may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Board, the Board may terminate the Consultant's right to proceed with this Contract or such part of this Contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the Board may procure similar supplies or services in a manner and upon the terms deemed appropriate by the Board. The Consultant shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.*
- B. Consultant's Duties. *Notwithstanding termination of this Contract and subject to any directions from the Board, the Consultant shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Consultant in which the State has an interest.*
- C. Compensation. *Payment for completed services delivered and accepted by the Board shall be at the Contract price. The Board may withhold from amounts due the Consultant such sums as the Board deems to be necessary to protect the Board against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.*
- D. Excuse for Nonperformance or Delayed Performance. *Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers performance) if the Consultant has notified the Board within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather or other causes beyond the Consultant's reasonable control. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtained from other sources in sufficient time to permit the Consultant to meet the Contract requirements. Upon request of the Consultant, the Board shall ascertain the facts and extent of such failure, and if the Board determines that any failure to perform was occasioned by any one or more of the excusable clauses, and that but for the excusable clause, the Consultant's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier.)*
- E. Erroneous Termination for Default. *If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (D) of this clause, the rights and*

obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Contract entitled “Termination for Convenience”.

- F. *Additional Rights and Remedies.* *The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Contract.*

26. STOP WORK ORDER

- A. *Order to Stop Work.* *The Board, may by written order to the Consultant at any time, and without notice to any surety, require the Consultant to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Consultant, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Consultant shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Board shall either:*
- 1. cancel the stop work order; or*
 - 2. terminate the work covered by such order as provided in the “Termination for Default” clause or the “Termination for Convenience” clause of this Contract.*
- B. *Cancellation or Expiration of the Order.* *If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Consultant shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or the Consultant price, or both, and the Contract shall be modified in writing accordingly, if:*
- 1. the stop work order results in an increase in the time required for, or in the Consultant’s cost properly allocable to, the performance of any part of this Contract; and*
 - 2. the Consultant asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Board decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.*
- C. *Termination of Stopped Work.* *If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.*
- D. *Adjustment of Price.* *Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the “Modification / Amendments / Renegotiation” clause of this Contract.*

27. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to this Contract must be made in writing by the Board and Consultant.

28. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The Board shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this Contract, except for the Consultant's internal administrative and quality assurance files and internal project correspondence. The Consultant shall deliver such documents and work papers to the Board upon termination or completion of this Contract if so requested by the Board. The foregoing notwithstanding, the Consultant shall be entitled to retain a set of such work papers for its files. The Consultant shall be entitled to use such work papers only after receiving written permission from the Board and subject to any copyright protections.

29. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

30. THIRD PARTY ACTION NOTIFICATION

The Consultant shall give the Board prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Consultant by any entity that may result in litigation related in any way to this Contract.

31. INDEMNIFICATION

To the fullest extent allowed by law, the Consultant shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Consultant and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Contract. In the State's sole discretion, the Consultant may be allowed to control the defense of any such claim, suit, etc. In the event the Consultant defends said claim, suit, etc., the Consultant shall use legal counsel acceptable to the State. The Consultant shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Consultant shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

32. APPROVAL

It is understood that this Contract requires approval by the Personal Services Contract Review Board. If this Contract is not approved, it is void and no payment shall be made hereunder.

33. CHANGE IN SCOPE OF SERVICES

The Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No services may be changed, requiring changes to the amount of compensation to the Consultant or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to

the Contract signed by the Board and the Consultant. If the Consultant believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Consultant, the Consultant must immediately notify the Board in writing of this belief. If the Board believes that the particular work is within the scope of the Contract as written, the Consultant will be ordered to and shall continue the work as changed and at the cost stated for the work within the scope.

34. FAILURE TO ENFORCE

Failure by the Board at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Board to enforce any provision at any time in accordance with its terms.

35. STANDARD OF CARE/REMEDIES

The Consultant shall exercise reasonable care and due diligence consistent with standards in the industry in the performance of its obligations under this Contract. Each party shall have available to it all remedies available at law or equity.

36. RIGHT TO AUDIT

Consultant shall maintain such financial records and other records as may be prescribed by the DFA or by applicable federal and state laws, rules, and regulations. Consultant shall retain these records for a period of three years after final payment, or until they are audited by the DFA, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

37. SEVERABILITY

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

38. INSURANCE

The Consultant shall maintain, throughout the term of this Contract, at its own expense, professional liability insurance. Such policy of insurance shall provide a minimum coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and three Million Dollars (\$3,000,000) aggregate. The Consultant shall annually provide the Board a current Certificate of Insurance.

39. BUSINESS ASSOCIATE STATEMENT

In the paragraphs that follow under this section, the term "BA Statement" will refer to this section of the Contract, the term "Business Associate" will refer to the Consultant, and the term "Covered Entity" will refer to the Plan. The purpose of this BA Statement is to satisfy certain standards and requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the

U.S. Department of Health and Human Services (HHS) (the HIPAA Regulations) and other applicable laws, including the American Recovery and Reinvestment Act (ARRA) of 2009, as applicable. The Covered Entity wishes to disclose certain information (Information) to Business Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI). The Covered Entity desires and directs Business Associate to share PHI with other Business Associates of the Covered Entity. In consideration of mutual promises below and exchange of information pursuant to this BA Statement, the parties agree as follows:

A. Definitions.

Terms used, but not otherwise defined, in this BA Statement shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Information (the Privacy Rule) and the Security Standards under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In the event of an inconsistency between the provisions of this BA Statement and mandatory provisions of the Privacy Rule and or the Security Standards, as amended, the Privacy Rule and/or the Security Standards shall control. Where provisions of this BA Statement are different than those mandated in the Privacy Rule and/or the Security Standards, but are nonetheless permitted by the Privacy Rule and/or the Security Standards, the provisions of this BA Statement shall control.

1. Breach. Breach shall be as defined in HITECH and the HIPAA regulations at 45 CFR §164.402.
2. Business Associate. Business Associate shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103.
3. Covered Entity. Covered Entity shall have the same meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103.
4. Designated Record Set. Designated Record Set shall have the same meaning given to such term under 45 CFR § 164.501 and shall mean a group of records maintained by or for the Covered Entity that is the payment, enrollment, claims adjudication and case or health management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity, to make decisions about Individuals.
5. Electronic Media. Electronic Media has the same meaning as the term “electronic media” in 45 CFR § 160.103, which is:
 - a. Electronic storage material on which data is or may be recorded electronically, including for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - b. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable /

transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

6. Electronic Protected Health Care Information or (E PHI). E PHI has the same meaning as the term 'electronic protected health care information' in 45 CFR § 160.103, and is defined as that PHI that is transmitted by or maintained in electronic media.
7. Individual. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
8. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.
9. Protected Health Information or (PHI). PHI shall have the same meaning as the term "protected health information" in 45 CFR § 164.103, limited to the information created, maintained, transmitted or received by Business Associate from or on behalf of Covered Entity.
10. Required By Law. Required By Law shall have the same meaning as the defined term "required by law" in 45 CFR § 164.103.
11. Security Incident has the meaning in 45 CFR § 164.304, which is: the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
12. Security Standards shall mean the Security Standards under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) codified at 45 CFR Parts 160 and 164, subpart C (Security Rule).
13. Unsecured PHI as defined in HIPAA and the HIPAA regulations at 45 CFR § 164.402, means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in guidance issued under 13402(h)(2) of Public Law 111-5 on HHS website.

B. Obligations and Activities of Business Associate.

1. Compliance with Applicable Laws. Business Associate shall fully comply with the standards and requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws as of the date(s) the requirements under these laws become effective for Business Associates. This compliance shall include all requirements noted in Section 13404(a), (b) and (c) of the HITECH Act.

2. Business Associate directly subject to certain HIPAA provisions. Under HITECH, Business Associate acknowledges that it is directly subject to certain HIPAA provisions including, but not limited to, Sections 13401, 13404, 13405 of HITECH.
3. Use and Disclosure of Protected Health Information. Business Associate may use and/or disclose the Covered Entity's PHI received by Business Associate pursuant to this BA Statement, the Contract, or as required by law, or as permitted under 45 CFR §164.512, subject to the provisions set forth in this BA Statement. Business Associate may use PHI in its possession for its proper management and administration or to fulfill any of its legal responsibilities. The Covered Entity specifically requests that Business Associate disclose PHI to other Business Associates of the Covered Entity for Health Care Operations of the Covered Entity. The Covered Entity shall provide a list of the affected Business Associates and will request specific disclosures in written format. If any affected Business Associate is no longer under a BA Statement with the Covered Entity, the Covered Entity shall promptly inform Business Associate of such change.
4. Safeguards Against Misuse of Information. Business Associate shall use appropriate safeguards to prevent the use or disclosure of the Covered Entity's PHI in any manner other than as required by this BA Statement or as required by law. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Reporting of Disclosures. Business Associate shall report to the Covered Entity any use or disclosure of the Covered Entity's PHI in violation of this BA Statement or as required by law of which the Business Associate is aware, including Breaches of Unsecured PHI as required by 45 CFR §164.410, and agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of the Covered Entity's PHI by Business Associate in violation of this BA Statement.
6. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Business Associate on behalf of) the Covered Entity agree to be bound to by restrictions and conditions on the use or disclosure of PHI that are no less protective than those that apply to Business Associate with respect to such PHI. Business Associate represents that in the event of a disclosure of PHI to any third party, the information disclosed shall be in a limited data set if practicable and in all other cases the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
7. Nondisclosure. Business Associate shall not use or further disclose the Covered Entity's PHI otherwise than as permitted or required by this BA Statement, the Contract, or as required by law.
8. Availability of Information to the Covered Entity and Provision of Access and Accountings. Business Associate shall make available to the Covered Entity such Protected Health Information maintained by the Business Associate in a

Designated Record Set as the Covered Entity may require to fulfill the Covered Entity's obligations to provide access to, or provide a copy of, such Designated Record Set as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.524. Business Associate shall also maintain and make available the information required to provide an accounting of disclosures of Protected Health Information to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.

9. Amendment of PHI. Business Associate shall make the Covered Entity's PHI available to the Covered Entity as the Covered Entity may require to fulfill the Covered Entity's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526 and Business Associate shall, as directed by the Covered Entity, incorporate any amendments to the Covered Entity's PHI into copies of such PHI maintained by Business Associate. Business Associate agrees to make any amendment(s) to Protected Health Information that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. [45 CFR § 164.504(e)(2)(F)]
10. Internal Practices. Business Associate agrees to make its internal practices, policies, procedures, books, and records relating to the use and disclosure of PHI received from the Covered Entity (or received by Business Associate on behalf of the Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services for inspection and copying for purposes of determining the Covered Entity's compliance with HIPAA and the HIPAA Regulations.
11. Notification of Breach. During the term of this BA Statement, Business Associate shall notify the Covered Entity following discovery and without unreasonable delay (but in no case later than 60 days) any Breach of Unsecured PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
12. Safeguard of EPHI. The Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
13. Subcontractors. The Business Associate will ensure that any agent, including a subcontractor, to whom it provides PHI agrees to implement reasonable and appropriate safeguards to protect it.
14. Notification. The Business Associate will report to the Covered Entity through the Mississippi Department of Finance and Administration, Office of Insurance any Breach of Unsecured PHI of which it becomes aware, without unreasonable delay, in the following time and manner:
 - a. any actual, successful Security Incident will be reported to the Covered Entity in writing, without unreasonable delay; and

- b. any attempted, unsuccessful Security Incident, of which Business Associate becomes aware, will be reported to the Covered Entity in writing, on a reasonable basis, at the written request of the Covered Entity. If the Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this subsection (ii) shall no longer apply as of the effective date of the amendment of the Security Rule.
15. Business Associate shall maintain and provide to the Covered Entity without unreasonable delay and in no case later than 60 days of discovery of a Breach of Unsecured PHI, (as these terms are defined in the HIPAA Regulations), the appropriate information to allow the Covered Entity to adhere to Breach notification.
16. The information provided to the Covered Entity must include, at a minimum and to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the Breach, and the Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in its notification to the Individual following discovery of a Breach and without unreasonable delay or promptly thereafter as information becomes available, including:
 - a. A brief description of what happened, including the date of the breach, if known, and the date of the discovery of the breach.
 - b. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - c. The steps individuals should take to protect themselves from potential harm resulting from the breach.
 - d. A brief description of what the Business Associate involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
17. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
18. Marketing. Business Associate will not sell PHI or use or disclose PHI for purposes of marketing, as defined and proscribed in the Regulations.
19. Data Aggregation. Business Associate may use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity, as provided for in 45 CFR §164.501.
20. De-identification of PHI. Business Associate may de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR § 164.514(b), and further provided that Business Associate maintains the

documentation required by 45 CFR § 164.514(b), which may be in the form of a written assurance from Business Associate. Pursuant to 45 CFR § 164.502(d), de-identified information does not constitute PHI and is not subject to the terms of the BA Statement.

C. Obligations of the Covered Entity

1. Covered Entity's Representatives. The Covered Entity shall designate, in writing to Business Associate, individuals to be regarded as the Covered Entity's representatives, so that in reliance upon such designation Business Associate is authorized to make disclosures of PHI to such individuals or to their designee(s).
2. Restrictions on Use or Disclosure of PHI. If the Covered Entity agrees to restrictions on use or disclosure, as provided for in 45 CFR § 164.522 and the HITECH Act, of PHI received or created by Business Associate regarding an Individual, the Covered Entity agrees to pay Business Associate the actual costs incurred by Business Associate in accommodating such voluntary restrictions.
3. Limitation on Requests. The Covered Entity shall not request or require that Business Associate make any use or alteration of PHI that would violate HIPAA or HIPAA Regulations if done by the Covered Entity.

D. Audits, Inspection, and Enforcement.

Upon reasonable notice, upon a reasonable determination by the Covered Entity that Business Associate has breached this BA Statement; the Covered Entity may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this BA Statement. Business Associate shall promptly remedy any violation of any term of this BA Statement and shall certify the same to the Covered Entity in writing. The fact that the Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this BA Statement, nor does the Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this BA Statement. Business Associate shall fully cooperate with the U.S. Department of Health and Human Services, as the primary enforcer of the HIPAA, who shall conduct periodic compliance audits to ensure that both Business Associate and the Covered Entity are compliant.

E. Termination.

1. Material Breach. A breach by Business Associate of any provision of this BA Statement, as determined by the Covered Entity, shall constitute a material breach of the BA Statement and shall provide grounds for immediate termination of the BA Statement and the Contract by the Board pursuant to Section E.2. of this BA Statement. [45 CFR § 164.504(e)(3)]
2. Reasonable Steps to Cure Breach. If either Party knows of a pattern of activity or practice of the other that constitutes a material breach or violation of that Party's obligations under the provisions of this BA Statement or another arrangement and does not terminate this BA Statement pursuant to Section E.1., then that Party

shall take reasonable steps to cure such breach or end such violation, as applicable. If the Party's efforts to cure such breach or end such violation are unsuccessful, that Party shall either (i) terminate this BA Statement if feasible; or (ii) if termination of this BA Statement is not feasible, the non-breaching Party shall report the other Party's breach or violation to the Secretary of the Department of Health and Human Services. [45 CFR § 164.504(e)(1)(ii)]

3. Judicial or Administrative Proceedings. Either party may terminate this BA Statement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
4. Effect of Termination. Upon termination of this BA Statement and the Contract for any reason, Business Associate shall return or destroy PHI received from the Covered Entity (or created or received by Business Associate on behalf of the Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI except for one copy that Business Associate will use solely for archival purposes and to defend its work product, provided that documents and data remain confidential and subject to this BA Statement, or if return or destruction is not feasible, it shall continue to extend the protections of this BA Statement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(I)]

F. Disclaimer.

The Covered Entity makes no warranty or representation that compliance by Business Associate with this BA Statement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

G. Amendment.

Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BA Statement and the Contract may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this BA Statement. Upon the Covered Entity's request, Business Associate agrees to promptly enter into negotiations with the Covered Entity concerning the terms of an amendment to this BA Statement and the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The

Covered Entity may terminate this BA Statement upon 90 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this BA Statement and the Contract when requested by the Covered Entity pursuant to this Section; or (ii) Business Associate does not enter into an amendment to this BA Statement and the Contract providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations.

H. Assistance in Litigation or Administrative Proceedings.

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this BA Statement, available to the Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

I. No Third Party Beneficiaries.

Nothing expressed or implied in this BA Statement is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Contract.

Except as specifically required to implement the purposes of this BA Statement, or to the extent inconsistent with this BA Statement, all other terms of the Contract shall remain in force and effect.

K. Electronic Health Records (EHR)

If electronic health records are used or maintained with respect to PHI, individuals shall have the right to obtain a copy of such information in “electronic format”.

L. No Remuneration for PHI.

Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, unless it first obtains a valid authorization from the individual whose PHI is being disclosed.

M. Interpretation.

This BA Statement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HIPAA Regulations and applicable state laws. The parties agree that any ambiguity in this BA Statement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

40. NOTICES

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the addresses set forth below.

Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address. The addresses to which notices are initially to be sent are as follows:

- (a) If to the Board:
Executive Director
Department of Finance and Administration
Post Office Box 267
Jackson, Mississippi 39205
Facsimile No: (601) 359-2405

With a copy of any notice to:
State Insurance Administrator
Department of Finance and Administration, Office of Insurance
Post Office Box 24208
Jackson, Mississippi 39225-4208
Facsimile No: (601) 359-6568

- (b) If to Consultant:

41. INCORPORATION OF DOCUMENTS

This Contract consists of and precedence is hereby established by the order of the following documents incorporated herein:

- A. This Contract signed by the parties including Exhibit __, Consultant Fee Schedule; and
- B. The Consultant's response to the Request for Proposal for Consulting Services, including the Consultant's responses to follow-up questions, the Consultant's presentation document attached hereto as Exhibit ___ and incorporated fully herein by reference;
- C. The Board's Request for Proposal for Consultant Services dated May 23, 2017, attached hereto as Exhibit ___ and incorporated fully herein by reference.

Witness our signatures, on the date first written.

(Consultant)

Mississippi Department of Finance and Administration

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____