

HEALTH & LIFE INSURANCE CONSULTING SERVICES CONTRACT

This Health & Life Insurance Consulting Services Contract (Contract) is made by and between the Mississippi Department of Finance and Administration (MDFA), acting administratively on behalf of the State of Mississippi State and School Employees' Health Insurance Management Board (Board), and [Insert Company Name] (Contractor), effective October 1, 2022, under the following terms and conditions under which the Contractor agrees to render services as herein described.

1. Scope of Services

The Contractor will provide all services and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A. Dedicated Account Service** - All services directly related to this Contract must be provided from an office located within the United States. The Contractor must assign a dedicated (but not necessarily exclusive) account manager to participate in activities relative to all aspects of the Contract between the Board and the Contractor. When the Board provides the Contractor with written notification of a significant issue, the Contractor will respond in writing to the Board with the resolution of the issue or an explanation of when the issue can be resolved, with a defined timetable, within an average (as measured on an annual basis) of two (2) business days.
- B. Standard/Ad Hoc Reporting** - The Contractor must furnish monthly standard reports in a form and content approved by the Board and should include at a minimum updates of on-going project reports and upcoming initiatives/mandates. These reports will be provided, at the Board's request, in electronic media format, as well as hard copy if requested by the Board. All other reports are to be performed and provided as stated in *Exhibit B, Health & Life Insurance Consulting Services Vendor Reports*.
- C. Consulting Services** –
 - a. Be proactive in presenting recommendations and ideas to the Board regarding the management of the Plan;
 - b. Research pertinent issues regarding the Plan and provide reports documenting research, findings, and recommendations;
 - c. Monitor regulatory and legislative developments at both the state and federal level;
 - d. Provide timely and accurate communication to the Board on changes in federal and state statutes and regulations that may impact the Plan and communicate said research, findings, and recommendations to the Board;
 - e. Provide assistance as requested by the Board:
 - i. in determining benefit design for the Plan and the costs/savings associated with any benefit changes;

- ii. 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;
 - iii. 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; and
 - iv. with the development of performance standards relating to vendors' performance of services to the Board and in the evaluation of the performance of vendors;
- f. Provide analysis of provider pricing, geographic distribution, and other necessary analytical activities for evaluation of potential providers to the Plan;
 - g. As requested by the Board, 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;
 - h. 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; and
 - i. Maintain full and accurate records with respect to all matters covered under the Contract. Additionally, at the request of the Board, provide the Board copies of all spreadsheets, assumptions, and calculations of any project authorized and funded by the Board in a format acceptable to the Board.

D. Actuarial Services (Optional) –

- a. Attend monthly Board meetings and as requested by the Board, attend other/special meetings;
- b. Provide actuarial analyses of the Plan. Actuarial analyses are required on a fiscal year and calendar year basis. The actuarial analyses must address items including, but not limited to, estimated claims liability including incurred but not reported claims, current and projected funding status, loss ratios by premium class, and recommended premium structure for health and life insurance programs. The Board may identify other items for inclusion in the actuarial analyses, as it deems necessary;
- c. As requested by the Board, analyze the cost/savings associated with proposed benefit changes, and after implementation of benefit changes, determine the cost/savings associated with the benefit change;
- d. As requested by the Board, assist with the development of performance standards relating to vendors' performance of services to the Board and assist in the evaluation

of the performance standards and Return on Investment (ROI) relating to vendors' performance of services to the Plan and the Board;

- e. As requested by the Board, review various reports submitted by any vendor selected by the Board, and make suggestions on the format and content of the reports, for the overall purpose of making the reports useful and meaningful to the Board;
 - f. 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; and
 - g. Maintain full and accurate records with respect to all matters covered under the Contract. Additionally, at the request of the Board, provide the Board copies of all spreadsheets, assumptions, and calculations of any project authorized and funded by the Board in a format acceptable to the Board.
- E.** Perform all services provided in the Contract between the vendor and MDFA in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor will be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this Contract will negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description will be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

2. Contract Term

- A.** The term of the Contract will be for four (4) years, effective October 1, 2022, through September 30, 2026. Board/MDFA reserves the right to renew the Contract for up to one (1) additional year at the sole discretion of Board/MDFA. By April 1, 2026, Board/MDFA will notify the Contractor, in writing, of Board/MDFA's intent to renew the Contract for the 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 Board/MDFA or through its vendors to the Contractor are the sole property of the Board/MDFA and will be returned to the MDFA within thirty (30) days of the termination date of this Contract. Notwithstanding anything herein, the Board acknowledges and agrees the Contractor may retain an archival copy of all records and information provided to the Contractor by the Board/MDFA or its agents

to support the Contractor's work under this Contract and to comply with the Contractor's business continuity and document retention policies, subject to the Contractor's continued compliance with its confidentiality obligations under this Contract.

- D. Upon termination of this Contract, the Contractor shall fully cooperate with the Board and the new Contractor during the transition of the Plan to the new Contractor. The Board and the Contractor will work together in good faith to determine the Contractor's scope of responsibilities and deliverables. Upon request of the Board, the Contractor shall provide information maintained by the Contractor in relation to the Plan in a reasonable time frame specified by the Board. The Contractor shall provide such explanation of the information provided in order to facilitate a smooth transition.

3. Consideration

MDFA agrees to compensate the Contractor for services approved by the MDFA and performed by the Contractor under the terms of this Contract in an amount not to exceed **Insert Amount** for the initial three-year term, as follows:

- A. The flat fees listed in **Exhibit A, Fee Schedule for Health & Life Insurance Consulting Services**, of this Contract shall constitute the entire compensation due to the Contractor for services and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. Said fees include, but are not limited to, all applicable required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead/profit; all required applicable taxes; all required vehicles; all required fuel and mileage; all required travel; all required labor and supervision; all required training; all required business and professional certifications, licenses, permits, or fees; and, any and all other direct or indirect costs, incurred or to be incurred. Fees for services provided by the Contractor will be billable to the MDFA in arrears, in either lump sum or incremental amounts, as requested by the Contractor. No additional compensation shall be provided by the Board for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the Board. Said fees are firm for the duration of this Contract and are not subject to escalation for any reason, unless this Contract is duly amended.
- B. In accordance with State law and applicable Contract conditions, the Board shall compensate the Contractor 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. Fees for services provided by the Contractor shall be billable to the Board in arrears on a monthly basis. Only those services agreed to under this Contract shall be considered for reimbursement or compensation by the Board. Payment for any and all services provided by the Contractor to the Board and/or the Plan shall be made only after said services have been duly performed and properly invoiced.
- C. The Contractor will submit all invoices, in a form acceptable to the MDFA (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to the Contractor of any allowable fees. Fees will be

invoiced in sufficient detail and format as determined by the MDFA. Such invoices will include, at a minimum, a description of the service(s) provided, the compensation rate, the time period in which services were provided, and total fees requested for the period being invoiced. Upon the effective date of termination of this Contract, the Contractor will remain liable for any obligations arising hereunder prior to the effective date of such termination. No additional compensation will be provided by the MDFA for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the MDFA.

- D. The payment of an invoice by the MDFA will not prejudice the MDFA's right to object or question any invoice or matter in relation thereto. Such payment by the MDFA will neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Contractor's invoice or payment may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the MDFA, on the basis of audits, not to constitute allowable costs. Any payment will be reduced for overpayment or increased for underpayment on subsequent invoices. For any amounts which are or will become due and payable to the MDFA by the Contractor, the MDFA reserves the right to (1) deduct from amounts which are or will become due and payable to the Contractor under this Contract between the parties; or (2) request and receive payment directly from the Contractor within fifteen (15) days of such request, at the MDFA's sole discretion.
- E. Compensation to the Contractor for travel expenses for quarterly meetings and annual onsite trainings are included in the bundled fee. In the event the Board requests and authorizes the Contractor for the performance of any of the services covered under this Contract for which travel expenses are not already included, compensation to the Contractor for travel, meals and/or lodging must be approved in advance and shall be allowed subject to the following criteria:
 - a. In order to be compensable, travel expenses must be reasonable and necessary for the fulfillment of the project and contractual obligations;
 - b. Air travel reimbursement will be limited to "Coach" or "Tourist" class rates, and must be supported by a copy of an original invoice;
 - c. 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 meal and hotel receipts must be provided;
 - d. 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;
 - e. Personal automobile mileage and related costs are not compensable expenses;
 - f. Time spent in "travel status" is not compensable.

4. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

5. Applicable Law

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

6. Approval

It is understood that if this Contract requires approval by the Public Procurement Review Board (PPRB) and/or the MDFA Office of Personal Service Contract Review (OPSCR), and this Contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

7. Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

8. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (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 Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract 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 Contract.

9. Availability of Funds

It is expressly understood and agreed that the obligation of the MDFA 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 time fulfillment of the 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 funds were provided or if funds are not otherwise available to the MDFA, the MDFA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expenses to the MDFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10. Change in Scope of Work

The MDFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services have been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the MDFA and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or shall otherwise require more compensation to the Contractor, the Contractor shall immediately notify the MDFA in writing of this belief. If the MDFA believes that the particular work is within the scope of the Contract as written, the Contractor shall be ordered to and shall continue the work as changed and at the cost stated for the work within the Contract.

11. Compliance with Laws

The Contractor understands that the MDFA 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 Contractor agrees during the term of the Contract that the Contractor shall strictly adhere to this policy in its employment practices and provision of services. The Contractor 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.

12. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MDFA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated § 25-61-1 *et seq.* If a public records request is made for any information provided to MDFA pursuant to the Contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDFA shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such

information. The MDFA shall not be liable to the Contractor for disclosure of information required by court order or required by law.

13. Contractor Personnel

The MDFA 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 Contractor. If the MDFA reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the MDFA in a timely manner and at no additional cost to the MDFA. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

14. Debarment and Suspension

The Contractor certifies to the best of its knowledge and belief, that it: (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi; (ii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (iii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraphs two (ii) and three (iii) of this certification; and, (v) Has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

15. Disclosure of Confidential Information

In the event that either party to this Contract 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 Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1 *et seq.*

16. Disputes

Any dispute concerning the Contract which is not disposed of by agreement shall be decided by the Chair of the Board who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chair of the Board shall be final

and conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the Contract.

17. E-Payment

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDFA 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 the invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

18. E-Verification

If applicable, the Contractor represents and warrants that it shall ensure its compliance with the Mississippi Employment Protection Act of 2008, and shall 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. The Contractor 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, the Contractor agrees to provide a copy of each such verification. The Contractor 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 the Contractor to the following:

- A. 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; or
- B. the loss of any license, permit, certification, or other document granted to the Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- C. both.

In the event of such cancellation/termination, the Contractor 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.

19. Failure to Deliver

Failure by the MDFA 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 MDFA to enforce any provision at any time in accordance with its terms.

20. Failure to Enforce

Failure by the MDFA 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 MDFA to enforce any provision at any time in accordance with its terms.

21. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, the Contractor shall notify the MDFA immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDFA determines it to be in its best interest to terminate the Contract.

22. Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDFA, its Commissioners, Board Members, officers, employees, agents, and representatives and the State of Mississippi 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 Contractor 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, upon approval of the Office of the Mississippi Attorney General, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. The Contractor 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 Contractor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

23. Independent Contractor Status

The Contractor 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 State. Nothing contained herein shall be deemed or construed by the State, the Contractor, 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 the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of

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

24. Information Designated by Contractor as Confidential

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the Contract, the personal or professional services to be 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the MDFA shall result in the immediate termination of this Contract.

25. Insurance

The Contractor shall maintain, throughout the term of this Contract, at its own expense:

- **Professional liability insurance** coverage in an amount no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate; and
- **Workers' compensation insurance** coverage as required by the State of Mississippi.

All insurances policies shall list the State of Mississippi as an additional insured and shall be issued by insurance companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Insurance Department. Contractor shall not commence work under this Contract until it obtains all insurances required under this provision and furnishes certificate(s) or other form(s) showing proof of current coverage to the MDFA. After work commences, the Contractor shall maintain in force all required insurance until the Contract is terminated or expires. Contractor shall submit renewal certificates as appropriate during the term of the Contract. Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDFA. There shall be no cancellation, material change, potential exhaustion

of aggregate limits or non-renewal of insurance coverage(s) to MDFA. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by MDFA.

26. Integrated Agreement/Merger

This Contract, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Contract may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Contract shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

27. Modification or Renegotiation

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

28. 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 the Contract shall be made in writing by the MDFA and agreed to by the Contractor.

29. Ownership of Documents and Work Papers

The MDFA 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 Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the MDFA upon termination or completion of the Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the MDFA and subject to any copyright protections.

30. 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 the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time

during the term of this Contract. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

31. Procurement Regulations

The Contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/opscr>.

32. Record Retention and Access to Records

The Contractor agrees that the MDFA 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/or records of the Contractor related to the Contractor's charges and performance under this Contract. The MDFA agrees to provide the Contractor 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 Contractor. The parties shall cooperate to schedule and conduct such audit or inspection to prevent disruption to Contractor's performance of the services hereunder and for Contractor's other customers. All records related to this Contract shall be retained by the Contractor for a period of three (3) years after final payment under this Contract and all pending matters are closed. 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 three (3) 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 three (3) year period, whichever is later. The Contractor agrees to refund to the MDFA any overpayment disclosed by any such audit arising out of or related in any way to this Contract.

33. Recovery of Money

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

34. Representation Regarding Contingent Fees

The Contractor 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 except as disclosed in the Contractor's bid.

35. Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

36. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by MDFA or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDFA, whichever event occurs first. These records shall be made available for inspection during regular business hours and with reasonable advance notice during the term of the Contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi Office of the State Auditor, its designees, or other authorized bodies.

37. Right to Inspect

MDFA, the Mississippi Office of the State Auditor, or any other auditing agency prior-approved by MDFA, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. The Contractor shall provide access to all facilities and assistance for MDFA and Mississippi Office of the State Auditor's representatives. All inspections and evaluations shall be performed in such a manner as to not delay work. Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of Contract. All audits performed by persons other than MDFA staff shall be coordinated through MDFA and its staff.

38. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract 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 Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

39. Standards of Care/Remedies

The Contractor shall exercise reasonable care and due diligence consistent with standards in the industry in the performance of its obligations under this Contract.

40. Stop Work Order

- A. *Order to Stop Work.*** The MDFA, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor 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 Contractor, 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 Contractor 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 MDFA 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 Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor 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 Contractor's costs properly allocable to, the performance of any part of this Contract; and,
 2. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MDFA 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.

41. Termination for Convenience

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

42. Termination for Default

- A. *Default.* If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as shall ensure its completion within the time specified within this Contract, or any extension thereof or, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the MDFA may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the MDFA, the MDFA may terminate the Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the MDFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDFA. The Contractor 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. *Contractor's Duties.* Notwithstanding termination of the Contract and subject to any directions from the MDFA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
- C. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due the Contractor such sums as the MDFA deems to be necessary to protect the State against loss because of outstanding lien holders 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 Contractor 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 Contractor to make progress in the prosecution of the work hereunder which endangers performance) if the Contractor has notified the MDFA 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. 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 Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the Contract requirements. Upon request of the Contractor, the MDFA shall ascertain the facts and extent of such failure, and, if the MDFA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor'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 of this Contract 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 Contractor'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 (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to a 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.

43. Termination Upon Bankruptcy

This Contract may be terminated in whole or in part by the MDFA upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor 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.

44. Third Party Action Notification

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

45. 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.

46. 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 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 MDFA's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor 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, shall be redacted.

47. Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

48. Notices

All notices required or permitted to be given under this Contract shall 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 address 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.

If to MDFA and/or the Board: Attention: Executive Director
Mississippi Department of Finance and Administration
501 N. West St., Suite 1301 Woolfolk Building
Post Office Box 267
Jackson, Mississippi 39205-0267

With copy of any notice to: State Insurance Administrator
Mississippi Department of Finance and Administration
Office of Insurance
501 N. West St., Suite 901-B Woolfolk Building
Post Office Box 24208
Jackson, Mississippi 39225-4208

If to the Contractor: [Name, Title]
[Contractor Name]
[Address]
[City, State, Zip]

49. 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 A, Fee Schedule for Health & Life Insurance Consulting Services*, and *Exhibit B, Health & Life Insurance Consulting Services Contractor Reports*;
- B. The *Mississippi Department of Finance and Administration's Request for Proposals for Health & Life Insurance Consulting Services, dated June 3, 2022*, including any amendments thereto, and attached hereto as *Exhibit C*, and incorporated fully herein by reference; and
- C. The *Contractor's Response to the Mississippi Department of Finance and Administration's Request for Proposals for Health & Life Insurance Consulting Services, dated July 7, 2022*, including the Contractor's responses to follow-up questions, presentation document, and BAFO, attached hereto as *Exhibit D*, and incorporated fully herein by reference.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date shown below and effective upon signature:

[Contractor Name]

**State and School Employees' Health
Insurance Management Board**

By: _____

By: _____

Name: _____

Name: Liz Welch

Title: _____

Title: MDFA Executive Director

Date: _____

Date: _____

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Exhibit A. Fee Schedule for Health & Life Insurance Consulting Services

The Contractor’s pricing for Health & Life Insurance Consulting Services includes all associated costs with no additional or hidden fees. The pricing quoted and listed herein shall constitute the entire compensation due to the Contractor for services rendered and all of the Contractor’s obligations hereunder regardless of the difficulty, materials, or equipment required. No additional compensation will be provided by the Board for any expense, cost, or fee not specifically authorized herein. The Board shall not provide any prepayments or initial deposits in advance of services being rendered. Fees for services provided by the Contractor shall be billable to the Board in arrears on a monthly basis. Only those services agreed to by this Contract shall be considered for reimbursement/compensation by the Board. Payment for any and all services provided by the Contractor to the Board and/or the Plan shall be made only after said services have been duly performed and properly invoiced.

The Pricing for each of the five (5) years of the Contract are as follows:

Unit Description	Flat Annual/Hourly Fee/Rate
Year 1 (02/01/2022 – 01/31/2023)	
Year 2 (02/01/2023 – 01/31/2024)	
Year 3 (02/01/2024 – 01/31/2025)	
Year 4 (02/01/2025 – 01/31/2026)	
Year 5* (02/01/2026 – 01/31/2027)	

*Applicable in the event the optional one-year contract renewal is exercised by the Board/MDFA.

The pricing quoted above shall constitute the entire compensation due to the Contractor, are firm for the duration of Contract, and are not subject to escalation for any reason unless this Contract is duly amended. **All fees/rates listed are guaranteed through the term of the Contract.**

Exhibit B. Health & Life Insurance Consulting Services Contractor Reports

The Contractor will provide reporting which will reflect transactional (monthly) elements as well as the overall success of the program (quarterly and semi-annual) elements. Reports and frequency may be modified upon mutual agreement. The report list and frequency will be as follows:

Deliverable	Ongoing Frequency	Description
Monthly Meeting Recap	Monthly – by the 10 th of the month following the previous month	Detailed summary of each monthly meeting between the Vendor and OI.
MDFA Issue Tracking Log	Continuously updated	Detailed log of all issues being worked. This log should provide status and updates through completion of all issues.
Performance Guarantee Tracking Log	Quarterly	Detailed report of performance guarantee tracking to include scores/percentages per quarter and any missed guarantees and associated penalty assessment.
Standard/Ad Reporting Hoc	Per Board request	Detailed report will be provided at the Board's request in a hard copy and/or electronic media format. The Contractor shall provide web-based reporting tools that allow the Board to view, print and download reports to spreadsheet software.

Exhibit C. *Mississippi Department of Finance and Administration's Request for Proposals for Health & Life Insurance Consulting Services, dated June 3, 2022*

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Exhibit D. *Contractor's Response to the Mississippi Department of Finance and Administration's Request for Proposals for Health & Life Insurance Consulting Services, dated July 7, 2022*

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