

STATE OF MISSISSIPPI



State & School Employees' Health Insurance Management Board

INVITATION FOR BIDS

IFB RFx Number: 3160007100

Decision Support and Related Health Care Analysis Consulting Services

Issue Date: January 28, 2025

CLOSING TIME AND DATE

Bids must be received by:

2:00 PM CST, February 28, 2025

CLOSING LOCATION

Mississippi Department of Finance and Administration

Office of Insurance, Suite 1201-C Woolfolk Building

501 North West Street

Jackson, Mississippi 39201

BID COORDINATOR

Alicia Coleman, MDFA OI Procurement & Contracts Director

Telephone: (601) 359-9271

Email: InsuranceRFP@dfa.ms.gov

GENERAL INSTRUCTIONS

Section 1 – Authority, Purpose, and Background

The State of Mississippi State and School Employees' Health Insurance Management Board (Board) seeks sealed competitive bids from qualified, experienced vendors to provide decision support services and related health care analysis consulting services to the Board related to its management of the State and School Employees' Life and Health Insurance Plan (Plan). The Plan's health insurance component is a self-insured, non-ERISA (Employee Retirement Income Security Act of 1974) health insurance plan, currently providing health insurance coverage to approximately 190,000 participants. Eligible participants in the Plan include active, retired, and Consolidated Omnibus Budget Reconciliation Act (COBRA) employees (and their enrolled dependents) of the State's agencies, universities, community colleges, school districts, and public library systems. Plan participants are located primarily within Mississippi, although a small number of participants reside in other states. The 2025 Plan Document provides specific details of the Plan and is located on the Plan's website at <https://knowyourbenefits.dfa.ms.gov/publications/>.

The Mississippi Department of Finance and Administration (MDFA), Office of Insurance (OI) provides administrative support to the Board and is coordinating this Invitation for Bids (IFB). The Board, through MDFA, desires to enter into a five-year single-term fixed price with price adjustment contract with a vendor that specializes in providing services specified within this IFB, and has prior experience directly related to the services requested in this IFB. The required services are described in **IFB Section 4, Scope of Services**.

Compensation for services rendered under the resulting contract will be on a flat fee basis that may be adjusted only in accordance with the resulting contract's price adjustment language consistent with the selected vendor's bid. This IFB, any amendment thereto, such as Questions and Answers document(s), if any are issued, as well as the awarded vendor's bid shall constitute the contract.

The Board's current decision support and related health care analysis consulting services contract is scheduled to expire on June 30, 2025, necessitating the need for this IFB. The effective date for this contract will be July 1, 2025. Implementation and/or transition services provided by the selected vendor prior to July 1, 2025, are not compensable; as such, any costs incurred by the vendor prior to July 1, 2025 may not be invoiced to the Board.

This solicitation and any resulting contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any vendor responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

A copy of this IFB, including any subsequent amendments, along with a copy of all questions from vendors and responses to those questions, will be posted on MDFA’s website under the heading “Solicitations” at <https://www.dfa.ms.gov/bids-and-rfps-notices>. Before the award of any contract, the vendor will be required to document to the Board that it has the necessary capabilities to provide the services specified in this IFB. The vendor may also be required to provide additional client references, as well as related project experience detail, for OI to determine if the vendor is qualified. The OI may make reasonable investigations, as it deems necessary and proper, to determine the ability of the vendor to perform the work, and the vendor shall be required to furnish all information that may be requested for this purpose. The OI reserves the right to reject any bid if the vendor fails to provide the requested information and/or fails to demonstrate the vendor is properly qualified to carry out the obligations of the contract and to complete the work described within this IFB. The OI may also cancel this solicitation or reject any bid submitted if the MDFA determines it is in the Agency’s best interest to do so. Contract rights do not vest in any party until a contract is legally executed. The MDFA is under no obligation to award a contract following issuance of this solicitation

Section 2 – Timeline

IFB Issue Date:	January 28, 2025
Questions and Requests for Clarification to MDFA Deadline:	5:00 PM CST, February 11, 2025
Anticipated Posting of Written Answers to Questions:	5:00 PM CST, February 13, 2025
Bid Package Submission Deadline:	2:00 PM CST, February 28, 2025
Bid Opening:	3:00 PM CST, February 28, 2025
Anticipated Date of the Notice of Intent-to-Award:	March 19, 2025
Anticipated Post-Award Vendor Debriefing Request Due Date:	March 24, 2025
Anticipated Post-Award Vendor Debriefing Held By Date:	March 26, 2025
Anticipated Reconsideration Request Deadline Date:	March 26, 2025

Adjustments to the schedule may be made as deemed necessary by OI.

Section 3 – Contact and Questions/Requests for Clarification

3.1 Vendors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in **IFB Section 2, Timeline**. All questions and requests for clarifications must be directed by email to:

Alicia Coleman, MDFA OI Procurement & Contracts Director
E-mail: InsuranceRFP@dfa.ms.gov

- 3.2** Vendors should enter “**IFB RFx Number 3160007100 - Questions**” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

- 3.3** Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDFA's website as an amendment to the IFB by the time and date reflected in **IFB Section 2, Timeline**.
- 3.4** MDFA will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Vendors are cautioned that any statements made by MDFA personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
- 3.5** All vendor communications regarding this IFB must be directed to the Bid Coordinator or Point of Contact, Alicia Coleman. At no time shall any vendor or its personnel contact, or attempt to contact, any MDFA staff regarding this IFB except the contact person as set forth and in the manner prescribed herein. Unauthorized contact regarding the IFB with other employees of MDFA may result in the vendor being disqualified. Further, the vendor may be suspended, disbarred, or removed from consideration from future contract award(s) pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations*.
- 3.6** No Pre-Bid Submission Conference, Tour, or Site Visit will be held for this IFB.
- 3.7** OI reserves the right to amend this IFB at any time. Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDFA's website under the heading “Solicitations” in a manner that all vendors will be able to view. Furthermore, OI will send issued amendment(s) directly via email to all prospective vendors known to have received a copy of the IFB. Vendors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the IFB amendment, bid form, or by letter. The acknowledgment should be received by MDFA by the time, date, and at the place specified for receipt of bids. It is the vendor's sole responsibility to monitor the websites for any updates or amendments to the IFB. Questions and Answer document(s), and/or Summary of Pre-Bid Submission Conference, if any are issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDFA's website, must be treated the same as an IFB Amendment, meaning they will require acknowledgement.

- 3.8** The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

Section 4 – Scope of Work

This section contains information on services and procedures the vendor must provide or adhere to, in servicing the Agency's account, either directly or through identified subcontractors. The descriptions are not all-inclusive, but are provided to alert you to services or procedures that may require additional planning or programming on your part. The following is a list of services the Agency expects the successful vendor to provide.

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

- 4.1.1** Assist the Board by providing access to a health care database that integrates information collected from the Plan's third-party administrator, pharmacy benefit manager, and medical management vendor to support various analyses including claims expense and utilization analysis, benchmarking against valid comparable standards (national norms, regional norms, etc.), plan and program evaluation, benefit design and modeling, etc. The vendor must provide expertise to identify trends in the medical data and to make recommendations based on analysis of those trends, as well as assisting in constructing analyses to evaluate the impact of proposed or previously implemented benefit changes, etc.
- 4.1.2** Provide a full range of analytical products and support including consulting services related to claims expense and utilization analysis, bench-marking against valid comparable standards (national norms, regional norms, etc.), plan and program evaluation, benefit design and modeling, financial management, utilization analysis at the clinical level for inpatient and outpatient services, as well as plan quality performance measurement such as contained in the National Committee for Quality Assurance HEDIS efforts.
- 4.1.3** Receive and archive (import) all of the Plan's historical eligibility and claims data from the Board's current Decision Support and Related Health Care Analysis Consulting Services Vendor. Currently, historical data goes back to February 2014.
- 4.1.4** Receive, ingest, and collect the Plan's eligibility, claims, biometric, provider, and disease management data from the Board's third-party administrator and medical management vendors as well as claims data and supplemental pharmacy claims data from the Board's pharmacy benefit manager, at least on a monthly basis.
- 4.1.5** Collect any other pertinent data that may be relevant to the Plan.

- 4.1.6** Maintain on-line access to at least the most recent sixty (60) months of claims data.
- 4.1.7** Maintain all historical data received during the term of the resulting contract and provide a methodology satisfactory to the Board to archive and retrieve historical data at no additional cost to the Board. All historical claims and enrollment data shall remain the property of the Board and shall be returned to the Board upon contract expiration.
- 4.1.8** Consulting and analytical support are an integral and critical component of the services being requested from the vendor. The vendor shall provide the necessary staff to address routine inquiries, prepare reports, and work with MDFA staff on a continuing basis to assist staff in fully utilizing the analytical and reporting capabilities. The vendor is expected to routinely review the Plan's data and provide detailed reports and recommendations regarding areas where additional analysis may be warranted, potential for reduction of costs may be identified, important trends are identified, etc. In addition, the vendor is expected to provide expert health care-related consulting services and analytical support of a more technical nature as requested by the Board.
- 4.1.9** Assign a dedicated account manager to participate in activities relative to all aspects of the resulting contract between the Board and vendor and to meet with the Board on a quarterly basis to review services and make recommendations regarding services and/or programs.
- 4.1.10** Provide training of their system's capabilities at the Board's office by an experienced trainer. The Board shall not be responsible for any training and travel costs. Training must be provided for designated personnel. Prior to the commencement of the service period, and after execution of the contract, the selected vendor will provide initial training on the decision support system. The initial training schedule shall be provided no later than ten (10) business days after the go-live date, and shall include the following: course outlines including objectives, scope and subject material to be taught, hands-on detailed applications training with emphasis on user-generated reporting and course material to include manuals and texts necessary for training shall be retained by each attendee. The training will be dynamic in nature and will continue into the contract service period.
- 4.1.11** Provide training on enhanced functionality and service delivery with each major revision or upgrade of the system used to perform analyses and produce reports.
- 4.1.12** Maintain a data quality assurance program for reviewing and reconciling data received from the Board's vendors to ensure completeness and accuracy. In addition, establish a process to match employee data between the claims and eligibility files when there is incomplete identifying key information (i.e., when there is a missing

Social Security Number from one or the other files, or some other reason for the mismatch).

- 4.1.13** Agree to immediately (within 24 hours) notify the Board upon becoming aware of any data breach and/or unauthorized access related to information and services provided under the resulting contract.
- 4.1.14** Provide adequate security protocols and data protection measures to assure that all data is secure from unauthorized outside access and system breaches.
- 4.1.15** Maintain appropriate disaster recovery and business continuity procedures as necessary to assure preservation and continuous availability of the data.
- 4.1.16** Provide management reports to the Board on a quarterly basis in a format acceptable to the Board.
- 4.1.17** Cooperate with the Board and all other vendors of the Board with respect to on-going activities and in any transition of responsibilities.
- 4.1.18** Notify the Board and receive approval from the Board prior to: (a) using the Board's name or the name of the Plan, or Plan benefit information in any publication or printed material, or (b) any publication or printed material being mailed or provided directly to Plan participants, or (c) any change being made to the core services provided by vendor pursuant to the contract. If the vendor violates any one of these material terms, the Board may deem the vendor in default and shall have the right to terminate the contract, in whole or in part, for cause and to forgo any payments in excess of fair compensation for work already completed and accepted by the Board.
- 4.1.19** As requested by the Board, provide other such services for which the vendor has the technical capability to render.
- 4.1.20** Provide an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 report or equivalent prepared by a qualified CPA firm at its own expense for each year of the term of the resulting contract.
- 4.1.21** Provide access to the system for a minimum of eight (8) designated users that may include the Plan's actuary and/or consultant for purposes of performing analytical work for the Plan.
- 4.1.22** Provide multiple levels of access of security clearance so that certain groups of Board users have individual participant level access while other system users only have access to de-identified (per HIPAA specifications) information (tiered access).

4.1.23 Must have the following general system features and requirements (your company's analysis and reporting system and related services must include):

- a. Accessible by up to eight (8) users using Microsoft Windows based personal computers
- b. User friendly
- c. Capable of maintaining medical and pharmacy claims data
- d. Ad hoc report building capability with graphic presentation ability
- e. Allow exporting data to Microsoft Office applications such as Excel and Access
- f. Able to integrate claims information, enrollment information, and wellness data
- g. Allow for independent analysis and study, providing "drill-down" capabilities to the level of individual participant or provider
- h. Ability to subset the data on various levels to allow flexibility in reporting
- i. Allow for customization to meet the specific needs of the Board
- j. Provide technical support, as well as health care consulting support to assist the Board with identifying areas of analysis, and designing project specifications for more complex projects requiring expertise in such areas as health plan quality assessment, and outcomes evaluation
- k. Maintain enrollment and provider data
- l. Ability to provide Healthcare Effectiveness Data and Information Set (HEDIS) measurements
- m. Maintain and track the enrollment and claims associated with participants in the disease management program, wellness program, or other specific programs

4.1.24 Allow the Plan's actuary and/or consultant to have access to your system for the purposes of performing analytical work for the Plan.

4.1.25 Must have/provide the following functional system requirements:

- a. Ability to link all claims related to hospital admission
- b. Ability to link all claims related to outpatient episodes of care
- c. Ability to assign Major Diagnosis Categories (MDC) to inpatient cases and outpatient services
- d. Ability to assign Diagnostic Related Groups (DRG) to inpatient cases
- e. Ability to link family participants
- f. Ability to provide audit trails
- g. Ability to edit data for reasonableness and accuracy
- h. Ability to link eligibility data to claims data
- i. Ability to report claims information on both incurred and paid bases
- j. Ability to maintain detailed information regarding drug claims including, front end deductibles, ingredient costs, dispensing fees, and co-payments
- k. Ability to link medical claims data to pharmacy claims by individual, family, sub-groups, etc.
- l. Ability to provide cross-links to all participant and provider demographic and geographic indicators

- m. Ability to provide cross-links to all claims related to Ambulatory Surgical Centers (ASC), and outpatient hospital surgical settings reimbursed on an ASC basis
- n. Ability to provide links to drug claims by National Drug Code (NDC) codes, therapeutic groups, and therapeutic classes
- o. Ability to provide and maintain current generic, brand, and scientific names for prescription drugs from a link to NDC codes
- p. Ability to classify ambulatory facility services into ASC/Ambulatory Payment Classification (APC), and/or Ambulatory Payment Group (APG) codes/payment groups
- q. Ability to allow reporting of population by age
- r. Ability to allow for comparisons of Plan data to regional norms and have the capability for automatic (on-line) case-mix, age-sex, and severity adjustments to ensure accuracy of analysis
- s. Ability to provide links to utilization by rate codes (define premiums by classes such as actives versus retirees/COBRA/Medicare eligible) and all other divisions of contract types (define employee coverage across eligibility variables)

4.1.26 Must have the ability to support the following components of the managed care program evaluation:

- a. Cost and use performance of specified physicians and hospitals. The system should allow for the adjustment of case-mix in providing accurate comparisons among providers. Explain the methods for case-mix adjusting.
- b. Use of in-network and out-of-network services by participants
- c. Specific negotiated payment discount arrangements
- d. Accessibility of network providers
- e. Performance by specific provider
- f. Disease management program
- g. Future benefits changes such as deductible/co-pay, adding or deleting coverage, etc., to facilitate estimating the financial impact to the Plan. The model should be based on actual claims experience and eligibility data and provide detail on the ability of the user to specify factors for inflation, change in use patterns, population changes, fourth quarter carryover, and retention rates.

4.1.27 Must have the ability to provide reports for monitoring the following areas:

- a. Third party claims administrators and/or insurers
- b. Medical management firms
- c. Providers such as physicians, hospitals, other health care providers, and provider networks
- d. Cost containment programs: drugs, dental, variable deductibles, outpatient, etc.
- e. Wellness program benefits to the Plan
- f. Pharmacy benefit manager
- g. HEDIS reports across a broad range of variables
- h. Disease management program

- 4.1.28** Comply with mutually agreed service performance guarantees. Refer to **IFB Section 6.6, Performance Standards**, and **Exhibit B, Performance Standards and Discount Guarantees**, of the proposed contract.

4.2 The vendor shall:

- 4.2.1** Assign a Vendor Account Representative to work directly with the MDFA Representative, and
- 4.2.2** 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 vendor shall 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 IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall 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.

Section 5 – Bid Evaluation and Basis for Award

- 5.1** All bids received in response to this IFB by the stated deadline will receive a comprehensive, fair, and impartial evaluation. A formal scoring methodology comprised of two phases, compliance and cost analysis, will be utilized with each bid required to pass the previous phase in order to qualify for further evaluation in the next phase. MDFA will evaluate the bids using a 100-point scale. The evaluation of any bid may be suspended and/or terminated at MDFA's discretion at any point during the evaluation process at which time MDFA determines that said bid and/or vendor fails to meet any of the mandatory requirements as stated in this IFB, the bid is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or MDFA and/or the Board receives reliable information that would make contracting with the vendor impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.
- 5.2 Compliance Phase:** In this initial phase of the evaluation process, all bids received are reviewed by the MDFA OI Procurement & Contracts Director and/or designee to determine if mandatory IFB requirements have been satisfied, meaning whether a bid/vendor is responsive, responsible, and/or acceptable. Compliance requirements are not assigned a point percentage or score, but are instead simply recorded as Pass or Fail.

- Every statement containing “must,” “shall,” “will,” etc., is a mandatory requirement. Failure to respond leads to mandatory bid disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.
- Every statement containing “may,” “can,” “should,” etc., is a desirable requirement. Vendors may ignore these if they wish.

A Pass score is assigned to each factor for which the response to the question(s) defined is “Yes.” In the event that any factor receives a Fail score or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers.

Bids with errors that do not alter the substance of the bid can be accepted, and the MDFA OI Procurement & Contracts Director may allow the vendor to correct the problem prior to review as long as the irregularities are insignificant mistakes can be waived or corrected without prejudice to other vendors. MDFA has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured and if doing so does not create an unfair advantage for any vendor. If insufficient information is submitted by a vendor with the bid for MDFA to properly evaluate the bid, MDFA has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such request does not create an unfair advantage for any vendor.

If any component received a Fail score (a “No” response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible. Failure to comply with these IFB requirements may result in the bid being eliminated from further consideration.

All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the next phase.

5.3 Cost Analysis Phase: Cost is reviewed by the MDFA OI Procurement & Contracts Director and/or designee as it is objectively scored based on the competitiveness of the proposed fees, rates, price, or cost offered. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equals the awarded points.

5.4 Upon completion of the evaluation of bids, MDFA staff will determine the top scoring bid and provide a recommendation to the Board. The Board will make a determination as to the bid deemed most advantageous to the Board and will authorize the issuance of a notice

of intent-to-award the contract to the selected vendor and authorize contract negotiations with the selected vendor. Subsequent to such authorization by the Board, all participating vendors will be notified in writing of the contract award and will be afforded the opportunity to participate in a post-award vendor debriefing.

- 5.5** MDFA intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive vendor.

Section 6 – Minimum Vendor Qualifications

The following minimum vendor requirements are mandatory. Failure to meet any of these requirements will result in disqualification of the bid submitted by your company.

Please respond by restating each minimum requirement, including the number, listed below with documentation that proves specifically how your company meets the minimum criteria. Please include in your responses the total number of years and types of experience of your company. If, in the opinion of the procurement team, you fail to prove that your company meets any of these minimum requirements, your bid will be disqualified from further evaluation. If this happens, you will be notified of the decision and you will have an opportunity to provide additional information to prove your company does meet the minimum requirements. It is incumbent upon the alleged disqualified vendor to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

The vendor must have:

- 6.1 Prior Experience:** The vendor must have been in business and provided services equivalent or similar in requirements and scale to those described in this IFB for **a minimum of five (5) years as of February 1, 2025**. The vendor must provide sufficient detail to demonstrate it has significant experience in working with programs similar in size and complexity to the Plan, such as providing a list of sufficient clients, including all requested information per client listed, to document the vendor provides at least one million (1,000,000) covered lives in its book of business and one (1) employer client with at least one hundred thousand (100,000) covered lives. The determination of the length of time an entity has provided these services will be based upon the initial date the vendor established a contractual relationship to provide such services. For each client, please specify:
- a. Client information, including the client name and address as well as the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
 - b. The type of work your company provided to the client (include brief description of services rendered and size of group or how their program is similar in size and/or complexity to the Trust),
 - c. The number of covered lives in the client's group, and
 - d. Dates/time period(s) or number of years your company provided services to the client.

Identify six (6) clients/accounts (individual or group) your company has provided the equivalent or substantially similar services in requirements and scale to those services described in this IFB in the past five (5) years. One (1) of the six (6) must be the longest standing client, one (1) of the six (6) must be the client with the largest employee population, and three (3) of the six (6) must be governmental clients. In addition to the minimum list of six (6) clients provided to establish equivalent prior experience, the vendor must provide all clients that have discontinued use of your services in the past five (5) years and your understanding of their discontinued use of your services.

- 6.2 References:** A minimum score of six (6) on the Reference Score Sheet (IFB Attachment D) from reference interviews by MDFA staff with two (2) vendor references (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.
- 6.3** The vendor must agree that all services performed on behalf of the Board must be provided (performed) within the United States. Please confirm.
- 6.4** The vendor must comply with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi. Please confirm.
- 6.5** The vendor must agree to perform all services required in this IFB 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 whether currently in place, updated and replaced, or newly created. The vendor shall 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 IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall 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. Please confirm.
- 6.6 Performance Standards:** The vendor must agree to comply with the following minimum performance standards and applicable guarantees or liquidated damages. Please respond by restating each performance standard listed and confirm your agreement to be bound by this standard by stating, *"Confirmed"*. If your company has exceptions to the standard, respond by stating, *"Confirmed, but with exceptions"* and include your exceptions in IFB Statement of Compliance and Exception(s) form, **Attachment F**. If your company cannot agree to the standard, respond by stating, *"Do Not Agree"* and include your reason for not agreeing in IFB Statement of Compliance and Exception(s) form, **Attachment F**. It is the intent of the Board to assess liquidated damages to any vendor who fails to meet the minimum performance standards listed below. The final contract between the Board and

the vendor will incorporate the specific terms and conditions under which such damages may be assessed, including the measurement methodology, amounts, and recovery provisions. Unless otherwise agreed to in writing, an independent claim reviewer/performance auditor contracted by the Board will evaluate the vendor's compliance with these standards. Any objections, suggestions, or proposed conditions you have to these standards and this process should be included in your signed IFB Statement of Compliance and Exception(s) form, **Attachment F**. The following performance standards and discount guarantees will apply separately to each year of the resulting contract.

1. The vendor must guarantee the system will be available to the Board on-line ninety-eight percent (98%) of the time between 7:00 AM and 7:00 PM CST, Monday through Friday, for other than scheduled maintenance agreed to by the Board. If the vendor is found to be non-compliant with this requirement, the vendor may be assessed a fee of \$5,000.00 in liquidated damages per day for which the vendor is non-compliant. The vendor must provide 30-day notice for scheduled maintenance.
2. The vendor must guarantee the data files supplied by the data providers will have passed the vendor's standard quality assurance testing and be accurate, complete, and available to the Board as required by the contract within twenty (20) calendar days from receipt of clean, useable data from all data providers. If data is not accurate, complete, and available to the Board within this time, the vendor will be considered non-compliant with this requirement and may be assessed liquidated damages of \$5,000.00 per day for which the vendor is non-compliant.
3. The vendor must guarantee for the duration of the contract a toll-free telephone number as well as internet access to a post implementation help desk that offers live assistance or the ability to leave a message twenty-four (24) hours a day, seven (7) days a week. The vendor shall provide non-automated responses to inquiries within one (1) business day. The vendor may be assessed liquidated damages of one percent (1 %) of all annual fees in the event of non-compliance with this requirement.
4. The vendor must guarantee to notify the Board within twenty-four (24) hours by phone and by e-mail of any material security breach of the Board's confidential information that is in the vendor's possession including any unauthorized use, dissemination or access. The vendor may be assessed liquidated damages of \$5,000.00 per day for which the vendor is non-compliant.
5. The vendor will place a maximum of twenty percent (20%) of the contract administrative fees at risk annually.

The Board reserves the right to reduce or waive any fees at risk if, in the Board's sole discretion, failure to meet a performance standard was due to extraordinary circumstances.

- 6.7 Implementation Performance Standards:** The vendor must describe their Implementation Performance Plan: Outline the overall strategy and approach for organizing all required resources and implementing the services within the desired time frame; Describe the proposed process including data reconciliation and testing as well as identify tasks, critical paths, timelines, file feeds, and parties responsible for each. The final implementation plan will be agreed to by both parties during contract negotiations.

Section 7 – Bid Submission Requirements

- 7.1 Submission Format** - Each vendor must submit their written bid in the style and format outlined herein. Each page of the bid must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire bid package. The intent of this requirement is for the vendor to submit all information in a manner that it is clearly referenced and easily located.

All information requested is considered important. Failure to provide all requested information and in the required format may result in disqualification of the bid. MDFA has no obligation to locate or acknowledge any information in the bid that is not presented under the appropriate outline and in the proper location according to the instructions herein.

If determined the vendor has altered any language in the original IFB, the Board/MDFA may, at its sole discretion, disqualify the vendor from any further consideration. The IFB issued by the Board/MDFA is the official version and will supersede any conflicting language subsequently submitted in bids.

All documentation submitted in response to this IFB and any additional information submitted in response to subsequent requests for information pertaining to this IFB shall become the property of MDFA and will not be returned to the vendor.

- 7.1.1 Bid Cover Sheet (Attachment A) containing narrative questionnaire:** Failure to complete and/or sign may result in vendor being determined non-responsive. **Unauthorized modification or addition to any portion of IFB Attachment A may be cause for rejection of the bid.**

In preparing your written response to the narrative questionnaire, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

- 7.1.2 Bid Form (Attachment B)** - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in vendor being determined nonresponsive. **Modification or addition to any portion of IFB Attachment B may be cause for rejection of the bid.** Bids must be firm, flat dollar amounts, as percentage of other variable amounts will not be accepted. The fees/rates quoted shall constitute the entire compensation due to the vendor for services rendered. The fees/rates for each of the five (5) years must be included.
- 7.1.3 References (Attachment C)** - each vendor must furnish a listing of **at least six (6) trade references** along with the contact person, address, and phone number for each. These references must be familiar with the vendor's abilities in the areas involved with this solicitation. MDFA staff will use these references to determine the vendor's ability to perform the services. It is the responsibility of the vendor to ensure that the reference contact information is correct and current. MDFA staff will not track down references. Vendors should verify before submitting their bid that the contact person and phone number are correct for each reference. **MDFA staff must be able to reach two (2) references for a vendor within two (2) business days of bid opening to be considered responsive. Further, the vendor must score a minimum of six (6) points on each Reference Score Sheet which will be used by MDFA staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (See IFB Section 6.1-6.2 and Attachments C and D.) Only vendors who are found responsive and/or responsible will have their bids considered. The vendor may submit as many references as desired. MDFA staff will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.
- 7.1.4 Minimum Vendor Requirements Confirmation:** Respond by restating each minimum vendor requirement and document how your company meets these minimum criteria. Refer to IFB Section 6.
- 7.1.5 Signed IFB Statement of Compliance and Exception(s) form (Attachment F)** – If a vendor objects to any terms, conditions, or requirements listed in the *MDFA OI's IFB for Decision Support and Related Health Care Analysis Consulting Services*, dated January 28, 2025, including all IFB attachments and amendments, the vendor must list and explain the exceptions taken. If no exceptions are taken, then the vendor shall state on the form "No Exceptions Taken." Failure to indicate any exception will be interpreted as the vendor's intent to comply fully with the requirements as written. Failure to complete and/or sign may result in vendor being determined non-responsive. Refer to IFB Sections 7.2.7-7.2.8 and 14.5.
- 7.1.6 Signed IFB Statutory Requirement Disclosure Statement** – In accordance with § 25-15-9(1)(a) of the Mississippi Code Annotated, each entity that submits a bid in

response to this IFB must provide a disclosure statement detailing any services or assistance it provided during the previous fiscal year to the Board and/or OI in the development of the Plan including any resulting compensation for these services. The statement must include a detailed description of the vendor's participation in the development of the Plan, as well as any resulting compensation received from the Board and/or OI during the previous fiscal year. If you did not provide such assistance to the Board and/or OI, indicate in your statement that this provision does not apply to you.

Mississippi Code Annotated § 25-15-9(1)(a) states in part:

"...The board may employ or contract for such consulting or actuarial services as may be necessary to formulate the plan, and to assist the board in the preparation of specifications and in the process of advertising for the bids for the plan. Those contracts shall be solicited and entered into in accordance with Section 25-15-5. The board shall keep a record of all persons, agents and corporations who contract with or assist the board in preparing and developing the plan. The board in a timely manner shall provide copies of this record to the members of the advisory council created in this section and those legislators, or their designees, who may attend meetings of the advisory council. The board shall provide copies of this record in the solicitation of bids for the administration or servicing of the self-insured program. Each person, agent or corporation that, during the previous fiscal year, has assisted in the development of the plan or employed or compensated any person who assisted in the development of the plan, and that bids on the administration or servicing of the plan, shall submit to the board a statement accompanying the bid explaining in detail its participation with the development of the plan. This statement shall include the amount of compensation paid by the bidder to any such employee during the previous fiscal year. The board shall make all such information available to the members of the advisory council and those legislators, or their designees, who may attend meetings of the advisory council before any action is taken by the board on the bids submitted. The failure of any bidder to fully and accurately comply with this paragraph shall result in the rejection of any bid submitted by that bidder or the cancellation of any contract executed when the failure is discovered after the acceptance of that bid...."

Failure to provide this disclosure statement may result in your bid being eliminated from further consideration.

The following is a list of persons, agents, and corporations who have contracted with or assisted the Board in preparing and developing the State of Mississippi State and School Employees' Health Insurance Plan within the past fiscal year:

Vendors:

ActiveHealth® Management, Inc.	Health & Wellness Management Services
Blue Cross & Blue Shield of Mississippi	Third Party Medical Claims Administrator
Caremark PCS Health (CVS Pharmacy, Inc)	Pharmacy Benefit Manager
Cavanaugh Macdonald Consulting, LLC	Other Post-Employment Benefits Actuary
Brown & Brown f/k/a Claims Technologies Inc.	Medical Claims & Perf. Audit Services
Gallagher Benefit Services, Inc.	Health & Life Insurance Consulting Services
Health Data & Management Solutions, Inc.	Decision Support and Related Health Care Analysis Consulting Services
Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro)	Utilization Management Review Services
Minnesota Life Insurance Company	Life Insurance Services
PillarRx Consulting, LLC	Pharmacy Claim & Perf. Audit Services
Wm. Lynn Townsend, FSA, MAAA	Consulting Actuary

State and School Employees Health Insurance Management Board Members:

Liz Welch (Chairman) – Executive Director, Department of Finance and Administration
Christopher J. Burkhalter (Vice-Chairman) – Consulting Actuary, Burkhalter Consulting Actuaries
Commissioner Mike Chaney – Commissioner, Mississippi Insurance Department
Dr. Alfred Rankins, Jr. – Commissioner, Institutions of Higher Learning
Mark Formby – Chairman, Workers’ Compensation Commission
Kelly Hardwick – Executive Director, State Personnel Board
Kell Smith – Executive Director, Mississippi Community College Board
Ray Higgins, Jr. – Executive Director, Public Employees’ Retirement System
The Honorable J. Walter Michel – Chairman, Senate Insurance Committee
The Honorable Jerry Turner – Chairman, House Insurance Committee
The Honorable W. Briggs Hopson – Chairman, Senate Appropriations Committee
The Honorable John Read – Chairman, House Appropriations Committee

MDFA OI Staff:

Bert Emrick – State Insurance Administrator
Carlotta Edwards – Director, Benefits & Participant Services
Alicia Coleman – Director, Procurement and Contracts

7.1.7 Signed Acknowledgment(s) of IFB Amendment(s) (if any were posted)

7.1.8 Résumés for Key Staff - Provide a complete résumé of key vendor staff who will be assigned to render services to the Board/MDFA OI, including detailed information on

any special training or designations. Specifically identify the dedicated account manager who will serve as the primary contact for MDFA OI. Provide each person's total number of years of experience related to the services being requested in the IFB.

7.2 Submission Requirements

- 7.2.1 Email of Interest** - Vendors interested in receiving any notices related to this IFB are invited to contact the Bid Coordinator with the name of their company, contact person, mailing address, telephone number, fax number, and email address. The sole purpose of the Email of Interest is to provide MDFA OI with a contact person to receive any notices related to this IFB. All emails of interest should be sent to InsuranceRFP@dfa.ms.gov and vendors should enter "**IFB RFX Number 3160007100 – Email of Interest**" as the subject for the email. Submission of an email of interest is not a requirement for submitting a bid nor does it obligate your company to submit a bid.
- 7.2.2 All bids must be received by MDFA OI no later than 2:00 PM CST, February 28, 2025.** All vendors are urged to take the possibility of delay into account when submitting a bid. Timely submission of the bid package is the responsibility of the vendor.
- 7.2.3** Bids may be submitted in a paper format via the two address options below or electronically via the State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC). Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFX opportunity notifications by the products or services they supply, search the system for upcoming RFXs, respond to RFXs electronically, and receive purchase orders by email. In order to register, please go to the following website: <https://www.dfa.ms.gov/mississippi-suppliersvendors>. Electronic bids submitted through MAGIC shall follow the same format as specified within this section. Bids submitted by facsimile (fax) machine or email will not be accepted/considered.
- 7.2.4 Paper Format** - To prevent opening by unauthorized individuals, all bid submissions must be sealed in an envelope or package and marked, "**SEALED BID – DO NOT OPEN**". The sealed envelope or package shall be marked with the bid opening time and date, and the number of the IFB (3:00 PM CST, February 28, 2025; IFB Number 3160007100). Bids are subject to rejection unless submitted with the information included on the outside the sealed bid envelope or package. Sealed bids should be mailed or hand-delivered to and labeled as follows:

Address if mailing bids:

IFB RFX Number 3160007100 for Excess Workers' Compensation Insurance Brokerage Services

Opening Date: 3:00 PM CST, February 28, 2025
Mississippi Department of Finance & Administration, Office of Insurance
Attention: Alicia Coleman, MDFA OI Procurement & Contracts Director
P.O. Box 24208
Jackson, Mississippi 39225-4208
SEALED BID – DO NOT OPEN

Address if hand delivering bids:

IFB RFx Number 3160007100 for Decision Support and Related Health Care
Analysis Consulting Services
Opening Date: 3:00 PM CST, February 28, 2025
Mississippi Department of Finance & Administration, Office of Insurance
Attention: Alicia Coleman, MDFA OI Procurement & Contracts Director
501 North West Street, Suite 1201-C Woolfolk Building
Jackson, Mississippi 39201
SEALED BID – DO NOT OPEN

The time and date of receipt will be indicated on the sealed bid envelope or package by MDFA staff. It is suggested that if a bid is mailed to MDFA, it should be posted in certified mail with a return receipt requested. MDFA will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. Bids received after the specified time will not be considered unless it has been determined by MDFA that the late receipt was due solely to mishandling by MDFA after receipt at the specified address. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

If submitted in a paper format, the bid package must include the signed original bid and an electronic copy of its bid package. The electronic copy shall not be password protected, must include the two (2) separate/distinct file versions of their bid described below (Complete and Redacted, if applicable), and must be in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive or compact disk. The procurement team will be the only ones with access to this electronic copy(ies).

7.2.5 Vendors shall submit the following two (2) versions of their proposal as separate/distinct files:

- a. **Complete Unredacted Bid File** – Provide one (1) electronic copy of the complete bid package including all attachments in a searchable Microsoft Office® format, preferably in Word® or PDF®; and

- b. **Redacted Bid File** – Provide one (1) “redacted” electronic copy of the complete bid including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, if the bid contains confidential or proprietary information, as described below. If any portion of the bid is considered confidential or proprietary, the vendor shall also include an additional electronic “redacted” copy in PDF® of the complete bid, including all appendices and exhibits, with all trade secrets or confidential commercial or financial information redacted. If the bid does not contain any confidential or proprietary information to be redacted, please state such on your Signed Bid Cover Sheet (IFB Attachment A). Failure to submit an electronic “redacted” copy of your bid or include a statement that no information will be redacted may cause your bid to be considered incomplete and it may be rejected from consideration.

Any vendor claiming that its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1 et seq., 75-26-1 through 75-26-19, and/or 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

The redacted copy should identify which section(s) or information has been redacted and the vendor shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated § 25-61-9(7), the type of service to be provided, the price to be paid, and the term of the contract cannot be deemed confidential.

Notice Regarding Redacted Version as Public Record: The redacted copy, or if the vendor did not provide a redacted version, the complete unredacted version, shall be considered public record and released, without notification to the vendor, and will be produced as public record exactly as submitted. Redacted copies shall also be used/released for any reason deemed necessary by OI, including but not limited to, posting to the Transparency Mississippi website, etc.

Notice Regarding Redactions Made in Bad Faith: The vendor may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if the Agency or the PPRB determine that redactions made by the vendor were made in bad faith in order to prohibit public access to the portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-1 et seq., 75-26-1 through 75-26-19, and/or 79-23-1.

If a redacted copy is not submitted, MDFA shall consider the entire bid package to be public record.

Any party seeking a protective order on a procurement contract awarded by state agencies shall give notice to and provide the reasons for the protective order to

the party requesting the information in accordance with the Mississippi Rules of Civil Procedure. The notice and reasons for the protective order must also be posted on the Mississippi Procurement Portal for a minimum of seven (7) days before filing the petition seeking the protective order in a chancery court. Any party seeking a protective order in violation of this subsection may be barred by a state agency from submitting bids, proposals or qualifications for state procurements for a period not to exceed five (5) years. Any records requested through a public records request shall be released no later than twenty-one (21) days from the date the third parties are given notice by the public body unless the third parties have followed the notification requirements and also filed in chancery court a petition seeking a protective order on or before the expiration of the twenty-one (21) daytime period.

The two (2) file versions of their bid described (Complete and Redacted) must be clearly labeled/identified.

- 7.2.6** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** MDFA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 7.2.7** Vendors taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Statement of Compliance and Exception(s) form, **Attachment F**. Failure to indicate any exception will be interpreted as the vendor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment E** of this IFB.
- 7.2.8** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MDFA reserves the right to permit the vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDFA of non-responsiveness based on the submission of nonconforming terms and conditions.
- 7.2.9** As a precondition to bid acceptance, MDFA may request the vendor to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Section 8 – Vendor Certification

The vendor agrees that submission of a signed bid form is certification that the vendor will accept an award made to it as a result of the submission. Under no circumstances, shall the maximum time for bid acceptance by the State extend beyond one (1) year from the date of opening.

Section 9 – Debarment

By submitting a bid, the vendor certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

Section 10 – Registration with Mississippi Secretary of State

By submitting a bid, the vendor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDFA that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

Section 11 – Insurance, Bonds, or Other Sureties

11.1 The successful vendor shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

11.1.1 Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.

11.1.2 Implementation Bond in the amount of five hundred thousand dollars (\$500,000) to guarantee timely and complete implementation of decision support and related health care analysis consulting services for the Plan. Such bond must be secured within 30 days after selection of the vendor by the Board and must name the Board as exclusive beneficiary. Pursuant to such bond, any failure of the vendor to perform timely and complete implementation of decision support services shall result in damages recoverable to the Board against the vendor's implementation bond. In lieu of a bond, an escrow account may be considered.

11.1.3 Professional Liability insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this contract and with minimum limits of \$3,000,000.00 annual aggregate.

11.2 Additionally:

11.2.1 In no event shall the requirement for an insurance, bond, or other surety be waived.

11.2.2 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.

11.2.3 The vendor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate(s) or other form(s) showing proof of current coverage to the State. After work commences, the vendor shall maintain in force all required insurance until the contract is terminated or expires.

11.2.4 The vendor shall submit renewal certificates as appropriate during the term of the contract.

11.2.5 The vendor 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 OI.

11.2.6 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond 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.

Section 12 – Bid Opening

Submitted bids shall be opened at the time/date designated in **IFB Section 2** in the MDFA OI Conference Room located at 501 North West Street, Suite 1201-C Woolfolk Building, Jackson, Mississippi. Bid opening will not be open to the public. No discussions will be entered into regarding the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. The bid opening will be recorded and shall include opening, reading, and listing the name of each vendor only.

Section 13 – Award Notification

Award(s) for this procurement will be posted on the MDFA website and the Mississippi Contract/Procurement Opportunity Search Portal website. Vendors will be notified via e-mail of the awards.

Section 14 – Procurement Methodology

14.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any vendor or its personnel contact, or attempt to contact, any MDFA staff regarding this IFB except the contact person as set forth and in the manner prescribed in **IFB Section 3**.

14.2 Vendor Investigations

Before submitting a bid, each vendor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by MDFA upon which the vendor will rely. If the vendor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the vendor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

14.3 Expenses Incurred in the Procurement Process

MDFA accepts no responsibility for any expense incurred by any vendor in the preparation and presentation of a bid. All costs incurred by the vendor in preparing and delivering its bid shall be borne exclusively by the vendor. All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *PPRB OPSCR Rules and Regulations*.

14.4 Independent Price Determination

By submitting a bid, the vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other vendor or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered. Another words, in submitting a bid, the vendor certifies the price submitted was independently arrived at without collusion. The prices quoted shall be inclusive of, but not limited to the following: [all 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]. All pricing should include all associated costs with no additional or hidden fees.

14.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. MDFA reserves the right to permit the vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDFA staff of non-responsiveness based on the submission of nonconforming terms and conditions.

Furthermore, if a vendor's price is substantially higher or lower than those of other vendors, meaning those in excess of a twenty-five percent (25%) differential, the vendor's price may be deemed non-responsive.

14.6 Withdrawal of Bids

If the price bid/offered is substantially lower than those of other vendors, a mistake may have been made. A vendor may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith;
- (2) The price bid/offered is substantially lower than those of other vendors because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the vendor must give notice in writing to MDFA of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the vendor requesting withdrawal must provide to MDFA all original work papers, documents, and other materials used in the preparation of the bid/offer.

A vendor may also withdraw a bid/offer, prior to the time set for the opening of bids, by simply making a request in writing to MDFA. No explanation is required.

No vendor who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

14.7 Post-Award Vendor Debriefing

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by email (InsuranceRFP@dfa.ms.gov). Vendors should enter **"IFB RFx Number 3160007100 – Debriefings"** as the subject for the email. The written request must be received by Alicia Coleman, MDFA OI Procurement & Contracts Director, within three (3) business days of notification of the Contract award(s). A post-award vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a vendor prefers to have legal representation present, the vendor must notify Alicia Coleman, MDFA OI Procurement & Contracts Director, in writing and identify its attorney by name, address,

and telephone number. MDFA will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please refer to Section 5.6.2, Debriefings, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

14.8 Request for Reconsideration

Any actual or prospective vendor who is aggrieved in connection with this solicitation or the outcome of this IFB may file a request for reconsideration with Alicia Coleman, MDFA OI Procurement and Contracts Director, and the MDFA Director of OPSCR. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance shall result in waiver of any claim a vendor may have.

If requesting reconsideration of the terms of the solicitation, the request shall be submitted within three (3) business days following the date of public notice as defined in PPRB OPSCR Rules & Regulations Section 5.2.1. The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, the date the IFB was issued, and an explanation of the specific basis for the request, including the identification of which of these rules and regulations the requesting vendor believes were violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and the Rules and Regulations of the Office of Personal Service Contract in effect at the time of the issuance of this IFB.

If requesting reconsideration of the intent to award, the request shall be submitted within seven (7) calendar days of the Notice of Intent to Award and posting of the Agency Procurement File, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, the date the IFB was issued, the date the Notice of Intent to Award was issued, and an explanation of the specific basis for the request, including the identification of which of these rules and regulations and/or the terms of the IFB the requesting vendor believes were violated by the Agency during the evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the Agency Procurement File, these rules and regulations, and the terms of the solicitation. If the requesting vendor believes the Agency Procurement File posted on the Agency website is incomplete (i.e., does not contain a document or documents required by these rules and regulations), the requesting vendor shall so state in the request and shall specify what it believes to be missing. Should the requesting vendor believe the trade secrets and/or confidential commercial or financial information which were redacted from

the Agency Procurement File posted on the Agency website contain issues related to its request, the requesting vendor shall state those concerns in the request – even if speculative – in a manner which is specific enough for the Agency to provide a response.

All requests must be in writing, dated, signed by the vendor or an individual authorized to sign contracts on behalf of the requesting vendor. Exhibits shall not be included with the request. The request shall not be supplemented. Reference to documents outside of or facts not supported by the Agency Procurement File or the solicitation shall not be considered by the Agency when responding to the request.

Section 15 – Contract Terms and Conditions

A draft contract has been included as **Attachment E** to this IFB for your review and comment. Any contract entered into with MDFA pursuant to this IFB shall have the clauses in **blue** type as these are required pursuant to the *PPRB OPSCR Rules and Regulations* and/or *State of Mississippi Procurement Manual* as updated and replaced by the PPRB. These required clauses are mandatory.

While edits may be limited, reasonable requests may be considered. MDFA discourages exceptions from the draft contract content, regardless of content being required or not. Such exceptions may cause a bid submission to be rejected as non-responsive. Bid submissions which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 16 – Agency Website

This IFB, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Bid Submission Conference, Tour, or Site Visit, if any were issued, the Notice of Intent-To-Award, and the Evaluation Report will be posted on the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notice> and on the Mississippi Contract/Procurement Opportunity Search Portal website at [https://www.ms.gov/dfa/contract bid search/Bid?autoloadGrid=False](https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False).

Section 17 – Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

Section 18 – Property Rights

Property rights do not inure to any vendor until such time as services have been provided under a legally executed contract. No party responding to this solicitation has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDFA is under no obligation to award a contract and may terminate a legally executed contract at any time.

Attachment A

BID COVER SHEET

Bids are to be submitted as listed below, on or before 2:00 PM CST, February 28, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB RFx Number 3160007100 for Decision Support and Related Health Care Analysis Consulting Services

Opening Date: 3:00 PM CST, February 28, 2025

Mississippi Department of Finance & Administration, Office of Insurance

Attention: Alicia Coleman, MDFA OI Procurement & Contracts Director

P.O. Box 24208 **(Mailing Address)**

Jackson, Mississippi 39225-4208

501 North West Street, Suite 1201-C Woolfolk Building **(Hand Delivery Address)**

Jackson, Mississippi 39201

SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Name, title, phone number, and email address of Company Representative to be contacted by MDFA, if different than person identified above: _____

In addition to providing the above contact information, please answer the following questions regarding your company:

1. Does your bid package contain any trade secrets, confidential commercial or financial information?

- 2. Release of Bid as Public Record:** Vendor shall acknowledge which of the following statements is applicable regarding release of its bid as a public record. A vendor may be deemed non-responsive if the vendor does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

_____ Along with a complete copy of its bid, the vendor has submitted a second copy of the bid in which all information vendor deems to be confidential commercial and financial information and/or trade secrets is redacted in black. The vendor acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if the MDFA or the Public Procurement Review Board determines redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. The vendor acknowledges and agrees that MDFA may release the redacted copy of the bid at any time as a public record without further notice to vendor. A vendor who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

_____ The vendor hereby certifies that the complete unredacted copy of its bid may be released as a public record by the MDFA at any time without notice to vendor. The bid contains no information the vendor deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. The vendor explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). A vendor who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

3. Indicate the month and year in which your company was established/started.
4. How long has the company been providing/performing the equivalent or similar services in requirements and scale to those services described within this IFB?
5. State the full legal name of your company, and provide the web address, physical location and mailing address of your company's home office, principal place of business, and place of incorporation.
6. List the office that will serve the Board/MDFA. If it is located at a different address than the home office, provide the complete physical location and mailing address, phone number, and facsimile number for this office.
7. Describe your organizational structure. Indicate whether your company operates as a corporation, partnership, individual, etc. If it is incorporated, include the state in which it is incorporated, and list the names and occupations of those individuals serving on your company's Board of Directors. Also, list applicable parent organizations and subsidiaries of your organization.
8. List the name and principal occupation or business of any person or entity owning five percent (5%) or more of your company.
9. List the name(s) of any organization(s) of which your company owns or controls five percent (5%) or more.

- 10.** Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If the answer is yes, please discuss the impact both in organizational and directional terms.
- 11.** Describe any ownership or name changes your company has been through in the past three (3) years. Are any ownership or name changes planned?
- 12.** Describe any changes in the organizational structure that have occurred within your company over the past twenty-four (24) months or are anticipated during the next twenty-four (24) months including, but not limited to, addition or elimination of product or business lines, mergers, acquisitions, etc.
- 13.** What was the average number of employees of your firm during the calendar year 2024? Please list the net change in the number of employees in your firm from December 2023 to December 2024, with an explanation if change is significant.
- 14.** Has your company ever been involved in a lawsuit involving any area covered by this IFB? If the answer is yes, please provide details including dates and outcomes.
- 15.** Has your company been cited or threatened with citation within the last three (3) years by federal or state regulators for violations of any federal, state, or local law or federal, state, or local regulation? If the answer is yes, please describe the circumstances in detail.
- 16.** Has your company had any HIPAA breaches or incidents determined to be reportable to the U.S. Department of Health and Human Services (DHHS) within the last three (3) years? If the answer is yes, please describe the circumstances and the corrective action in detail.
- 17.** Confirm your company currently meets all applicable requirements of HIPAA and HITECH including the Administrative Simplification and Security Rule provisions.
- 18.** During the past five (5) years, has your company, related entities, principals, or officers ever been a party in any material criminal litigation, whether directly related to this IFB or not? If the answer is yes, please provide details including dates and outcomes.
- 19.** Confirm your bid is valid for one (1) year subsequent to the date of submission.
- 20.** The selected vendor must cooperate with the Board, MDFA, and with all other vendors/contractors of the Board/MDFA with respect to ongoing coordination and delivery of services and in any transition of responsibilities. Confirm your company will comply with this requirement.
- 21.** Provide a brief description of any outside vendors or subcontractors that will be involved in providing key services detailed within your bid. Please include the term of your current contract with each vendor or subcontractor. Describe the nature of the relationship with the vendor or subcontractor, including any ownership interest. Please include a copy of the current contract as an appendix to your bid.
- 22.** State if the proposed account executive, any officers or principals and/or their immediate families are or have been within the preceding twelve (12) months, employees or elected officials of the State of Mississippi.
- 23.** Provide a complete resume for each staff member/consultant who will be assigned to render services to the Board/MDFA, including detailed information on any special or professional training or designations and years of related experience.

Attachment B

BID FORM

IFB RFx # 3160007100 for Decision Support and Related Health Care Analysis Consulting Services

Company	Contact Person	Telephone Number

The pricing quoted shall be inclusive of, but not limited to the following: 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. All pricing for decision support and related health care analysis consulting services should include all associated costs with no additional or hidden fees. The fees/rates quoted shall constitute the entire compensation due to the vendor for services rendered. Bids must be firm, flat dollar amounts, as percentage of other variable amounts will not be accepted. The fees/rates for each of the five (5) years must be included.

The proposing vendor's position units, unit rates (hourly charges), along with maximum annual project rates to provide decision support and related health care analysis consulting services are listed below.

Hourly Fee by Position	Year 1 (03/01/25 – 02/28/26)	Year 2 (03/01/26 – 02/28/27)	Year 3 (03/01/27 – 02/28/28)	Year 4 (03/01/28 – 02/28/29)	Year 5 (03/01/29 – 02/28/30)

MAXIMUM PROJECT COSTS

Maximum project fees are not to be construed as the annual fees to be paid for each project. The amount paid each year for the specified annual project will be the lesser of the total fees based on the fee schedule above, or the stated maximum project cost listed below. Maximum project fees include any and all necessary expenses, including but not limited to travel for the annual trip to Jackson, Mississippi or other location designated by the Board and/or MDFA to present annual training as well as any and all necessary expenses, unless otherwise approved by the Board.

PROJECT	Maximum Flat Annual Fee				
	Year 1	Year 2	Year 3	Year 4	Year 5
Decision Support & Consulting/Analytical Support Services					
Cost for additional users above 8 users					
Other: _____					

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the IFB and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the IFB and Attachments thereto;
3. That the company agrees to all provisions of the IFB and Attachments thereto including, but not limited to, the required and optional clauses to be included in any contract resulting from this IFB (Draft Contract has been included as Attachment E);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to provide Decision Support and Related Health Care Analysis Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the vendor certifies that it *is not* currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it *is not* an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The Contractor certifies that the prices submitted in response to the solicitation have been arrived at independently, and without any consultation, communication, or agreement with any other bidder, vendor, or

competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered, for the purpose of restricting competition.

9. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained any person or entity to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee or arrangement to secure this contract, except as disclosed in the Contractor's bid. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response.
10. **REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it *has not, is not, and will not* offer, give, or agree to give any employee or former employee of MDFA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDFA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; and such action by an employee or former employee in the future, if any, will be rejected by MDFA. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C

REFERENCES

IFB RFx # 3160007100 for Decision Support and Related Health Care Analysis Consulting Services

The vendor may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, vendors are encouraged to submit additional references to ensure that at least two references are available for interview. MDFA staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Attachment D

References Score Sheet

IFB RFx # 3160007100 for Decision Support and Related Health Care Analysis Consulting Services

TO BE COMPLETED BY MDFA STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Was the vendor able to provide said services when you called?	Yes	No
Were you satisfied with said services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling said services?	Yes	No
Was said services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Vendor must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes: _____

Called by: _____
Signature Title Date

Attachment E

**DRAFT DECISION SUPPORT & RELATED HEALTH CARE ANALYSIS CONSULTING SERVICES
CONTRACT**

Decision Support and Related Health Care Analysis Consulting Services Contract

This Decision Support and Related Health Care Analysis Consulting Services Contract (Contract) is made by and between the Mississippi State and School Employees Health Insurance Management Board (Board), acting administratively through the Mississippi Department of Finance and Administration (MDFA), and **Insert** (Contractor), effective July 1, 2025, under which the Contractor agrees to provide decision support and related health care analysis consulting services to the Board relating to the Mississippi State and School Employees' Life and Health Insurance Plan (Plan), and any other plans/programs for which the Board is or becomes responsible during the term of this Contract, subject to the following terms and conditions:

1. Responsibilities of the Contractor

The Contractor agrees to perform all services required in this Contract between the Contractor and the Board/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 whether currently in place, updated and replaced, or newly created. The Contractor shall 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 shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall 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.

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

- A. Assign a Contractor Account Representative to work directly with the MDFA Representative,
- B. Assist the Board by providing access to a health care database that integrates information collected from the Plan's third-party administrator, pharmacy benefit manager, and medical management vendor to support various analyses including claims expense and utilization analysis, benchmarking against valid comparable standards (national norms, regional norms, etc.), plan and program evaluation, benefit design and modeling, etc. The Contractor must provide expertise to identify trends in the medical data and to make recommendations based on analysis of those trends, as well as assisting in constructing analyses to evaluate the impact of proposed or previously implemented benefit changes, etc.
- C. Provide a full range of analytical products and support including consulting services related to claims expense and utilization analysis, bench-marking against valid comparable standards (national norms, regional norms, etc.), plan and program evaluation, benefit design and modeling, financial management, utilization analysis at the clinical level for inpatient and outpatient services, as well as plan quality performance measurement such as contained in the National Committee for Quality Assurance Healthcare Effectiveness Data and Information Set (HEDIS) efforts.
- D. Receive and archive (import) all of the Plan's historical eligibility and claims data from the Board's current Decision Support and Related Health Care Analysis Consulting Services Vendor, Health Data & Management Solutions, Inc.

- E.** Receive, ingest, and collect the Plan's eligibility, claims, biometric, provider, and disease management data from the Board's third-party administrator and medical management vendors as well as claims data and supplemental pharmacy claims data from the Plan's pharmacy benefit manager, at least on a monthly basis.
- F.** Collect any other pertinent data that may be relevant to the Plan.
- G.** Maintain on-line access to at least the most recent sixty (60) months of claims data.
- H.** Maintain all historical data received during the term of this Contract and provide a methodology satisfactory to the Board to archive and retrieve historical data at no additional cost to the Board. All historical claims and enrollment data shall remain the property of the Board and shall be returned to the Board upon contract expiration.
- I.** Provide consulting and analytical support, which is an integral and critical component of the services being requested from the Contractor. The Contractor shall provide the necessary staff to address routine inquiries, prepare reports, and work with MDFA staff on a continuing basis to assist staff in fully utilizing the analytical and reporting capabilities. The Contractor is expected to routinely review the Plan's data and provide detailed reports and recommendations regarding areas where additional analysis may be warranted, potential for reduction of costs may be identified, important trends are identified, etc. In addition, the Contractor is expected to provide expert health care-related consulting services and analytical support of a more technical nature as requested by the Board.
- J.** Assign a dedicated account manager to participate in activities relative to all aspects of this Contract between the Board and Contractor and to meet with the Board on a quarterly basis to review services and make recommendations regarding services and/or programs.
- K.** Provide training of their system's capabilities at the Board's office by an experienced trainer. The Board shall not be responsible for any training and travel costs. Training must be provided for designated personnel. Prior to the commencement of the service period, and after execution of the contract, the Contractor will provide initial training on the decision support system. The initial training schedule shall be provided no later than ten (10) business days after the go-live date, and shall include the following: course outlines including objectives, scope and subject material to be taught, hands-on detailed applications training with emphasis on user-generated reporting and course material to include manuals and texts necessary for training shall be retained by each attendee. The training will be dynamic in nature and will continue into the contract service period.
- L.** Provide training on enhanced functionality and service delivery with each major revision or upgrade of the system used to perform analyses and produce reports.
- M.** Maintain a data quality assurance program for reviewing and reconciling data received from the Board's vendors to ensure completeness and accuracy. In addition, establish a process to match employee data between the claims and eligibility files when there is incomplete identifying key information (i.e., when there is a missing Social Security Number from one or the other files, or some other reason for the mismatch).
- N.** Agree to immediately (within 24 hours) notify the Board upon becoming aware of any data breach and/or unauthorized access related to information and services provided under this Contract.

- O. Provide adequate security protocols and data protection measures to assure that all data is secure from unauthorized outside access and system breaches.
- P. Maintain appropriate disaster recovery and business continuity procedures as necessary to assure preservation and continuous availability of the data.
- Q. Provide management reports to the Board on a quarterly basis in a format acceptable to the Board.
- R. Cooperate with the Board and all other vendors of the Board with respect to on-going activities and in any transition of responsibilities.
- S. Notify the Board and receive approval from the Board prior to: (a) using the Board's name or the name of the Plan, or Plan benefit information in any publication or printed material, or (b) any publication or printed material being mailed or provided directly to Plan participants, or (c) any change being made to the core services provided by Contractor pursuant to the Contract. If the Contractor violates any one of these material terms, the Board may deem the Contractor in default and shall have the right to terminate the contract, in whole or in part, for cause and to forgo any payments in excess of fair compensation for work already completed and accepted by the Board in accordance with **Item 27, Termination for Default**, of this Contract.
- T. As requested by the Board, provide other such services for which the Contractor has the technical capability to render.
- U. Provide an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 report or equivalent prepared by a qualified CPA firm at its own expense for each year of the term of this Contract.
- V. Provide access to the system for a minimum of eight (8) designated users that may include the Plan's actuary and/or consultant for purposes of performing analytical work for the Plan.
- W. Provide multiple levels of access of security clearance so that certain groups of Board users have individual participant level access while other system users only have access to de-identified (per HIPAA specifications) information (tiered access).
- X. Must have the following general system features and requirements (your company's analysis and reporting system and related services must include):
 - 1. Accessible by up to eight (8) users using Microsoft Windows based personal computers
 - 2. User friendly
 - 3. Capable of maintaining medical and pharmacy claims data
 - 4. Ad hoc report building capability with graphic presentation ability
 - 5. Allow exporting data to Microsoft Office applications such as Excel and Access
 - 6. Able to integrate claims information, enrollment information, and wellness data
 - 7. Allow for independent analysis and study, providing "drill-down" capabilities to the level of individual participant or provider
 - 8. Ability to subset the data on various levels to allow flexibility in reporting
 - 9. Allow for customization to meet the specific needs of the Board
 - 10. Provide technical support, as well as health care consulting support to assist the Board with identifying areas of analysis, and designing project specifications for more complex projects requiring expertise in such areas as health plan quality assessment, and outcomes evaluation

11. Maintain enrollment and provider data
 12. Ability to provide HEDIS measurements
 13. Maintain and track the enrollment and claims associated with participants in the disease management program, wellness program, or other specific programs
- Y.** Allow the Plan's actuary and/or consultant to have access to your system for the purposes of performing analytical work for the Plan.
- Z.** Must have/provide the following functional system requirements:
1. Ability to link all claims related to hospital admission
 2. Ability to link all claims related to outpatient episodes of care
 3. Ability to assign Major Diagnosis Categories (MDC) to inpatient cases and outpatient services
 4. Ability to assign Diagnostic Related Groups (DRG) to inpatient cases
 5. Ability to link family participants
 6. Ability to provide audit trails
 7. Ability to edit data for reasonableness and accuracy
 8. Ability to link eligibility data to claims data
 9. Ability to report claims information on both incurred and paid bases
 10. Ability to maintain detailed information regarding drug claims including, front end deductibles, ingredient costs, dispensing fees, and co-payments
 11. Ability to link medical claims data to pharmacy claims by individual, family, sub-groups, etc.
 12. Ability to provide cross-links to all participant and provider demographic and geographic indicators
 13. Ability to provide cross-links to all claims related to Ambulatory Surgical Centers (ASC), and outpatient hospital surgical settings reimbursed on an ASC basis
 14. Ability to provide links to drug claims by National Drug Code (NDC) codes, therapeutic groups, and therapeutic classes
 15. Ability to provide and maintain current generic, brand, and scientific names for prescription drugs from a link to NDC codes
 16. Ability to classify ambulatory facility services into ASC/Ambulatory Payment Classification (APC), and/or Ambulatory Payment Group (APG) codes/payment groups
 17. Ability to allow reporting of population by age
 18. Ability to allow for comparisons of Plan data to regional norms and have the capability for automatic (on-line) case-mix, age-sex, and severity adjustments to ensure accuracy of analysis
 19. Ability to provide links to utilization by rate codes (define premiums by classes such as actives versus retirees/COBRA/Medicare eligible) and all other divisions of contract types (define employee coverage across eligibility variables)
- AA.** Must have the ability to support the following components of the managed care program evaluation:
1. Cost and use performance of specified physicians and hospitals. The system should allow for the adjustment of case-mix in providing accurate comparisons among providers. Explain the methods for case-mix adjusting.
 2. Use of in-network and out-of-network services by participants
 3. Specific negotiated payment discount arrangements
 4. Accessibility of network providers
 5. Performance by specific provider
 6. Disease management program
 7. Future benefits changes such as deductible/co-pay, adding or deleting coverage, etc., to facilitate estimating the financial impact to the Plan. The model should be based on actual claims

experience and eligibility data and provide detail on the ability of the user to specify factors for inflation, change in use patterns, population changes, fourth quarter carryover, and retention rates.

BB. Must have the ability to provide reports for monitoring the following areas:

1. Third party claims administrators and/or insurers
2. Medical management firms
3. Providers such as physicians, hospitals, other health care providers, and provider networks
4. Cost containment programs: drugs, dental, variable deductibles, outpatient, etc.
5. Wellness program benefits to the Plan
6. Pharmacy benefit manager
7. HEDIS reports across a broad range of variables
8. Disease management program

CC. Comply with mutually agreed service performance guarantees in **Exhibit B, Performance Standards and Discount Guarantees**, of this Contract.

2. Contract Term

- A. The effective date of this Contract is July 1, 2025. The term of the Contract will be for five (5) years.
- 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 third-party vendors to the Contractor 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 Contractor shall be entitled to retain and utilize data that have been captured, computed, or stored in the Contractor's databases to the extent that such data cannot be identified or linked to the Board, Plan, or an individual Participant with the restrictions described in **Item 16**, of this Contract to apply.
- D. Upon termination of this Contract, the Contractor shall reasonably cooperate with the Board and the new vendor during the transition of the Plan's business to the new vendor. Upon request of the Board, the Contractor shall provide all information maintained by the Contractor in a time frame specified by the Board. Information provided shall be in a format designated by the Board and shall include, but not be limited to, where applicable, file layouts and legends. The Contractor shall provide such explanation of the information provided as to facilitate a smooth transition.

3. Consideration

The Board agrees to compensate the Contractor for services approved by the Board and performed by the Contractor under the terms of this Contract in an amount not to exceed **Insert Amount**, as follows:

- A. The fees illustrated in *Exhibit A, Fee Schedule for Decision Support and Related Health Care Analysis 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 taxes, fees, general office expense, travel, overhead, profit, and all other direct and indirect costs, incurred or to

be incurred, 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 shall submit all invoices, in a form acceptable to the OI (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to the Contractor of any administrative fees. Administrative fees shall be invoiced on a monthly basis, in sufficient detail and format as determined by the OI. 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. In the event of termination of this Contract for any reason, Contractor shall be paid for services rendered and allowable up to the effective date of termination. Upon the effective date of termination of this Contract, the Contractor's obligation to provide any further services under this Contract shall cease. The Contractor shall, however, remain liable for any obligations arising hereunder prior to the effective date of such termination.
- 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. Contractor's invoice or payment shall be subject to 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 Contractor, including but not limited to any liquidated damages resulting from the Contractor's failure to satisfy any performance standards described in *Exhibit B, Performance Standards*, the Board reserves the right to (1) deduct from amounts which are or shall become due and payable to the Contractor under Contract between the parties any amounts which are or shall become due and payable to the Board by the Contractor; or (2) request and receive payment directly from the Contractor within fifteen (15) days of such request, at the Board's sole discretion.
- E. Compensation to the Contractor for travel expenses for quarterly meetings and annual onsite trainings are included in the bundled per script 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:
 - 1. In order to be compensable, 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 meal and hotel receipts must be provided;
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;
6. Time spent in “travel status” is not compensable.

4. E-Payment and Paymode

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) calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.* Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of the Contractor’s choice. The MDFA 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 MDFA is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

5. 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 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 Board shall have the right upon ten (10) business days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expense to the Board of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

6. Record Retention and Access to Records

The Contractor agrees 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 Contractor related to the Contractor’s charges and performance under this Contract. The Board agrees to provide the Contractor with reasonable advance written 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 six (6) years after final payment is made 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 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.

7. 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 six (6) 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 six (6) year period for examination, transcription, and audit by the MDFA, the Mississippi Office of the State Auditor, its designees and/or other authorized bodies.

8. Right to Inspect Facility

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 (such as, but not limited to, subcontractors) where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) 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 not to 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.

9. 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.

10. 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, 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.

11. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the Board to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Board, which the Board may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without such consent shall be null and void. Approval of a subcontract by the Board shall not be deemed to be approval of the incurrence of any additional obligation of the Board. 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.

12. Compliance with Laws

The Contractor understands that the State 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.

13. Information Designated 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. The services to be provided, the unit prices and overall 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(s) shall rest with Contractor. Disclosure of any confidential information by the Contractor or its subcontractor(s) without the express written approval of the Board may result in the immediate termination of the Contract.

14. Disclosure of Confidential Information Required by Law

In the event that either party to this Contract receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond 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.*

15. Confidentiality

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 by the Contractor pursuant to the Contract and designated by the Contractor in writing as trade secret or other proprietary confidential commercial and financial 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.

16. 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 Mississippi Department of Finance and Administration’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.

17. E-Verification

If applicable, the Contractor represents and warrants that it shall ensure its compliance with the *Mississippi Employment Protection Act* and shall register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. The Contractor agrees to provide a copy of each such verification upon request of the MDFA subject to approval by any agencies of the United States Government. 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 clause may subject the Contractor to the following: (1) termination of this Contract and exclusion pursuant to Chapter 15 of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) 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; or (3) 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.

18. 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 Board or MDFA. Nothing contained herein shall be deemed or construed by the Board or MDFA, 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 Board or MDFA and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Board or MDFA or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of Board or MDFA 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 Board or MDFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the Board or MDFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Board or MDFA; and the Board or MDFA shall be at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Board or MDFA shall not withhold from the Contractor 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 Board or MDFA shall not provide to the Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by MDFA for its employees.

19. 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 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.

20. 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.

21. 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.

22. Modification or Renegotiation

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

23. 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 on

MDFA's website (<https://www.dfa.ms.gov>). Any Contractor doing business with a state agency is deemed to be on notice of all requirements therein.

24. Representation Regarding Contingent Fees

The Contractor represents that it has not retained a person to solicit or secure a Board contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

25. Representation Regarding Gratuities

The Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDFA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDFA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

26. Termination for Convenience

The Board may, when the interests of the Board so require, terminate this Contract in whole or in part, for the convenience of the Board. The Board shall give written notification of the termination to the Contractor specifying the part of the Contract terminated and when the termination becomes effective. 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 subcontracts and orders connected with the terminated work. The Board may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Board. The Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

27. Termination for Default

If the Board gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Board may terminate the Contract for default and the Contractor will be liable for the additional cost to the Board to procure the personal and professional services from another source. Termination under this paragraph could result in the Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

28. Termination for Bankruptcy

This Contract may be terminated in whole or in part by the Board 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.

29. Stop Work Order

The Board may, by written order to the Contractor at any time, required the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a period of time specified by the Board. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Board. Upon expiration of the stop work order, the Contractor shall resume providing the services which were subject to the stop work order, unless the Board has terminated that part of the Contract or terminated the Contract in its entirety. The Board is not liable for payment for services which were not rendered due to the stop work order.

30. 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, agreed to by the Contractor, and approved by the Board and PPRB, if required.

31. 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 Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the Board upon termination or completion of the Contract if so requested by the Board. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files and shall obtain written permission from the Board to use such workpapers, subject to any copyright protections.

32. 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.

33. 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.

34. 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 and the MDFA, 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 and MDFA. 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 and the MDFA, which shall not be unreasonably withhold.

35. Insurance, Bonds, or Other Sureties

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

- A. **Implementation Bond or Escrow Account** in an amount no less than Five Hundred Thousand Dollars (\$500,000.00) naming the Board as exclusive beneficiary, to guarantee timely and complete establishment of the Contract and related services. Such bond or escrow account must be obtained or established within thirty (30) days after selection of the vendor by the Board. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi; while an escrow account is subject to approval by agency legal counsel. The Board and Contractor will work cooperatively to develop a document with implementation milestones and corresponding deliverable dates. Any failure of the Contractor to perform timely and complete establishment of such services shall result in damages recoverable by the Board against the Contractor's implementation bond or escrow account. This requirement will not apply if the incumbent Vendor with services established under the current contract is selected through this procurement process to enter negotiations for the new contract. Upon the agreement by the Board that the Contractor has complied with its implementation responsibilities, the implementation bond shall be released.
- B. **Professional liability insurance** coverage in an amount no less than Three Million Dollars (\$3,000,000.00) annual aggregate that covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract; and
- C. **Workers' compensation** coverage as required by the State of Mississippi.

All insurances policies shall list the Board as Certificate Holder on the policy 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.

36. No Limitation of Liability

Nothing in this Contract shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this Contract.

37. Property Rights

Property rights do not inure to the Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Board may terminate this Contract at any time for its own convenience.

38. Attorneys' Fees and Expenses

In the event Contractor defaults on any obligations under this Contract, Contractor shall pay to MDFA all costs and expenses, without limitation, incurred by MDFA in enforcing this Contract or reasonable related to enforcing this Contract. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall MDFA be obligated to pay attorneys' fees or legal costs to the Contractor.

39. Approval

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

40. Change in Scope of Work

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 Contractor 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 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 Board in writing of this belief. If the Board 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 scope.

41. 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.

42. 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.

43. Contractor Personnel

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

44. 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.

45. 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.

46. Business Associate Statement

In the paragraphs that follow under this section, the term "BA Statement" shall refer to this section of the Contract, the term "Business Associate" shall refer to the Contractor, and the term "Covered Entity" shall 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 (EPHI). EPHI 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 shall 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 shall 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 shall 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 shall 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 shall be reported to the Covered Entity in writing, without unreasonable delay; and
 - b. any attempted, unsuccessful Security Incident, of which Business Associate becomes aware, shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall receive satisfactory written assurance from Business Associate that Business Associate shall 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.

47. 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 the Board/M DFA:

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 a copy of any notice to:

State Insurance Administrator
Mississippi Department of Finance and Administration
Office of Insurance
501 N. West St., Suite 1201-C Woolfolk Building
Post Office Box 24208
Jackson, Mississippi 39225-4208

If to the Contractor:

[Name, Title]
[Contractor Name]
[Address]
[City, State, Zip]

48. 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 Decision Support and Related Health Care Analysis Consulting Services; Exhibit B, Performance Standards;*
- B. The *Contractor's Response to the Mississippi State and School Employees Health Insurance Management Board's Invitation for Bids for Decision Support and Related Health Care Analysis Consulting Services, Dated February 28, 2025*, and includes any applicable requested and submitted Best and Final Offer, and attached hereto as *Exhibit C* and incorporated fully herein by reference; and

- C. The *Mississippi State and School Employees Health Insurance Management Board's Invitation for Bids for Decision Support and Related Health Care Analysis Consulting Services, dated January 28, 2025*, attached hereto as **Exhibit D** and incorporated fully herein by reference. This RFP includes any amendment thereto, such as Questions and Answer document(s), if any were issued, as well as any Best and Final Offer request.

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

[Contractor Name]

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

By: _____

By: _____

Name: _____

Name: Liz Welch

Title: _____

Title: Chairman of the Board

Date: _____

Date: _____

Exhibit A - Fee Schedule for Decision Support and Related Health Care Analysis Consulting Services

The fees listed in **Exhibit A – Fee Schedule for Decision Support and Related Health Care Analysis Consulting Services** 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. The fees include, but are not limited to, all applicable taxes, fees, general office expense, travel, overhead, profit, and all other direct and indirect costs, incurred or to be incurred, by the Contractor. The fees listed in this Fee Schedule are guaranteed and firm for the duration of this Contract and are not subject to escalation for any reason, unless this Contract is duly amended. 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. The Board will not pay any upfront fees prior to the Contract effective date.

[Insert Fee Schedule Proposed]

The Board will not pay any up-front fees prior to the effective date for the resulting contract. All implementation fees or charges must be included in the fees quoted herein.

Exhibit B - Performance Standards

The Contractor agrees to the following minimum performance standards and the assessment of liquidated damages for failure to meet these standards.

1. The Contractor must guarantee that the system will be available to the Board on-line ninety-eight percent (98%) of the time between 7:00 AM CST and 7:00 PM CST, Monday through Friday, for other than scheduled maintenance agreed to by the Board. If the Contractor is found to be non-compliant with this requirement, the Contractor may be assessed a fee of \$5,000.00 in liquidated damages per day for which the Contractor is non-compliant with this requirement. The Contractor must provide thirty (30) days' notice for scheduled maintenance.
2. The Contractor must guarantee the data files supplied by the data providers will have passed the Contractor's standard quality assurance testing and be accurate, complete, and available to Board as required by the Contract within twenty (20) calendar days from receipt of clean, useable data from all data providers. If data is not accurate, complete, and available to Board within this time, the Contractor will be considered non-compliant with this requirement and may be assessed liquidated damages of \$5,000.00 per day for which the Contractor is non-compliant with this requirement.
3. The Contractor must guarantee for the duration of the Contract a toll-free telephone number as well as internet access to a post implementation help desk that offers live assistance or the ability to leave a message twenty-four (24) hours a day, seven (7) days a week. The Contractor shall provide non-automated responses to inquiries within one (1) business day. The Contractor may be assessed liquidated damages of one percent (1 %) of all annual fees in the event of non-compliance with this requirement.
4. The Contractor must guarantee to notify the Board within twenty-four (24) hours by phone and by e-mail of any material data breach of the Board's confidential information that is in the Contractor's possession including any unauthorized use, dissemination or access. The Contractor may be assessed liquidated damages of \$5,000.00 per day for which the Contractor is non-compliant with this requirement.
5. The Contractor will place a maximum of twenty percent (20%) of contract administrative fees at risk annually.

Payment of Liquidated Damages

In the event the Board determines the Contractor has not met a given Performance Standard, under which liquidated damages are payable to the Board for failure to comply, the Contractor shall remit the applicable at-risk fees for failing to meet the corresponding Performance Standard to the Board within forty-five (45) days after the end of the measurement period.

Exhibit C - The Contractor's Response to the Mississippi State and School Employees Health Insurance Management Board's Invitation for Bids for Decision Support and Related Health Care Analysis Consulting Services, Dated February 28, 2025

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Exhibit D - Mississippi State and School Employees Health Insurance Management Board's Invitation for Bids for Decision Support and Related Health Care Analysis Consulting Services, dated January 28, 2025

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Attachment F

IFB Statement of Compliance and Exception(s) form IFB RFx # 3160007100 for Decision Support and Related Health Care Analysis Consulting Services

Vendors taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the vendor shall state in this section “No Exceptions Taken.” Failure to indicate any exception will be interpreted as the vendor’s intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

We agree to adhere to all terms, conditions, and requirements as set forth in the *MDFA OI’s IFB for Decision Support and Related Health Care Analysis Consulting Services*, dated January 28, 2025, including all IFB attachments and amendments, except as listed below.

Procurement Section and Page Number	Original Language	Requested Change/Exception	MDFA OI Decision
1.			
2.			
3.			
4.			
5.			

An original signature is required below. This statement must be signed by an appropriate vendor officer, principal, or owner and returned as part of your bid.

Company Name: _____

Printed Name of Representative, Title: _____

Date: _____

Signature: _____

Note: Failure to sign this form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.