

Indicates page # of
MDFA OI Procurement
File

Check if Uploaded	Documents to Upload in MAGIC (preferably as individual PDFs labelled as indicated below)	Location in MAGIC	Publicly Available
✓	Proof of Public Notice - Newspaper Advertisement Affidavit p320-320 - Solicitation Posting on Procurement Portal (with date) p318 - Solicitation Posting on Agency Website (with date) p319 - Solicitation sent directly to any potential Offerors p316-317 - Any other method(s) of publication	Solicitation RFx	p316-320
✓	Full Invitation for Bids ←	Solicitation RFx	p248-315 Yes
✓	All IFB Amendments	Solicitation RFx	p238-240 Yes
✓	Proof of Distribution of All Amendments: - Posting on Procurement Portal (with date) p246 - Posting on Agency Website (with date) p247 - Sent directly to potential Bidders p243-245	Solicitation RFx	p243-247
n/a	All Letters of Intent (if applicable)	Solicitation RFx	n/a
✓	Bid Receipt <i>Showing the date and time each bid was received.</i>	Solicitation RFx	p237 p54 A-p201 magic
✓	Bid Opening <i>List of attendees and bid prices.</i>	Solicitation RFx	p236
✓	Acknowledgement of All Amendments (All Bidders)	Tauven Abett Solicitation RFx	p374 p323
✓	Complete copy of <u>all</u> Bids Received	Tauven Abett Solicitation RFx	p54-186 p241-235
✓	Evaluation Documents (any which are applicable): - Determination of Responsive and/or Responsible - Reference Score Sheets - Determination of Lowest Pricing	Summary Solicitation RFx Exception Decision	p41-46 p49
✓	All Communication with Bidders/Potential Bidders	Tauven Abett Solicitation RFx	p50-53 p187-200
✓	Notice of Intent to Award	Solicitation RFx	Yes p38-39
✓	Proof of Distribution of the Notice of Intent to Award: - Correspondence to All Bidders (and dates) - Posting on Procurement Portal (and date) - Posting on Agency Website (and date)	Solicitation RFx	p33-36

New Contract Submission
Invitation for Bids

Check if Uploaded	Documents to Upload in MAGIC (preferably as individual PDFs labelled as indicated below)	Location in MAGIC	Publicly Available
✓	Debriefing - All Debriefing Requests - A Summary of each Debriefing Conducted - Debriefing Memorandum to PPRB ✓	Solicitation RFx	- p37
✓	~~Protest~~ Reconsideration - All ~~Protests~~ Filed with Agency - The Agency Resolution to any ~~Protests~~ - All ~~Protests~~ Filed with or Appealed to PPRB - PPRB's Order or Resolution to the ~~Protest~~ ~~Protest~~ Memorandum to PPRB ✓	Solicitation RFx	- p37
n/a	Public Records - All Public Records Requests related to the Procurement - List of documents produced in response to the request - Motions for protective orders/other relevant court filings	Solicitation RFx	n/a
n/a	Any Documentation Relevant to the Procurement Process	Solicitation RFx	n/a
✓	Unexecuted Contract	Contract	p3-32
✓	All Contract Attachments, Appendices, or Exhibits	Exhibit C - Contract Exhibit D - Contract	p55-186 p238-240 p248-315
✓	Complete Submission Checklist (this document)	Contract	p1-2
✓	Contractor's Current Registration with the Secretary of State	Contract	p47-48
	Current Certificate of Insurance/Performance Bond, if required	Contract	Pending
✓	Proof of Regulatory Board Approval (if applicable)	Contract	p40 p323

Following approval by the PPRB, the following documents are required to be made publicly available on www.transparency.mississippi.gov. It is the sole responsibility of the Agency to ensure compliance with Sections 3-202.16, 3-204.05, and 7-116 of the PPRB OPSCR Rules and Regulations, the Mississippi Public Records Act of 1983 (Miss. Code Ann. § 25-61-1 *et seq.*), Miss. Code Ann. § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. § 27-104-151 *et seq.*).

- The fully executed contract;
- All contract attachments, appendices, or exhibits; and
- The Public Notice of Contract Award.

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 Truven Health Analytics, LLC a/k/a Merative US L.P. (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 \$1,811,700.00, 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

The Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi’s “Timely Payments for Purchases by Public Bodies” laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

5. Paymode

Payments by MDFA 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 electronically 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.

6. 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 the appropriated funds. If the funds anticipated for the continuing time fulfillment of the Contract are, at any time, not forthcoming or insufficient, regardless of the source of funding, 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.

7. 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.

8. 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.

9. 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.

10. 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 Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.*

16. 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.

17. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the overall price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated §§ 25-61-9(7). The Contract shall be posted publicly on <http://www.transparency.ms.gov> and shall be available at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees the Agency and this Contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1 *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151 *et seq.*

18. E-Verification

If applicable, the Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will 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 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 termination, the Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

19. 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 Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Termination

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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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.

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.

28. Stop Work Order

The Board may, by written order to the Contractor at any time, require 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. Property Rights

Property rights do not inure to the Contractor until such time as services have been provided under a legally executed contract. The 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.

37. 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.

38. 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 MDFA OPSCR, it is void and no payment shall be made hereunder.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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/MDFA:

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:

Thomas Schramm, Executive Managing Director, Public Plan
Truven Health Analytics, LLC (a/k/a Merative US L.P.)
100 Phoenix Drive
Ann Arbor, MI 48108

47. 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.

The Remainder of this Page is Left Blank Intentionally

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

**Truven Health Analytics, LLC
(a/k/a Merative US L.P.)**

**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.

The Contractor'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)
Sr. Director/Sr. Scientist	\$474	\$498	\$523	\$549	\$576
Director/Scientist	\$458	\$481	\$505	\$530	\$557
Sr. Manager	\$422	\$443	\$465	\$488	\$512
Manager	\$391	\$411	\$432	\$454	\$477
Sr. Consultant	\$355	\$352	\$370	\$389	\$408
Consultant	\$288	\$302	\$317	\$333	\$350
Analyst	\$373	\$287	\$301	\$316	\$332
Sr. Consultant	\$335	\$352	\$370	\$389	\$408

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	\$340,000	\$357,000	\$374,800	\$393,600	\$413,300
Cost for additional users above 8 users	N/A	N/A	N/A	N/A	N/A
Other: _____	N/A	N/A	N/A	N/A	N/A

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

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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 $\geq 97\%$ of the time between 8:00 AM ET and 10:00 PM ET, 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 ten (10) business 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 confirmed security 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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ACTIVE PROCUREMENTS

Amendments or clarifications will be posted at this site. It is your responsibility to routinely check the website for amendments or clarifications that may be issued. It is a requirement of each solicitation that you include a signed amendment form with your response. If you have questions regarding an amendment/clarification, please refer to the specific solicitation for contact information.

Procurement Contracts Home

Active Procurements

[Question and Answer Template](#)

[W-9 \(Vendors only\)](#)

▼ DFA Active Procurements

▲ Insurance Procurements

RFx 3160007100 – IFB for Decision Support & Related Health Care Analysis Consulting Services

- [Invitation for Bids](#)
- [Amendment 1](#)
- [Notice of Intent to Award](#)
- [MDFA OI Procurement File](#)

RFx #3120003010 – RFP for Pharmacy Benefit Manager Services

- [Request for Proposals](#)
- [RFP Appendix C - Specialty Drug List and Guaranteed Discounts](#)
- [RFP Appendix D - To 50 Pharmacies Utilized by Participants](#)
- [RFP Exhibit E-K](#)
- [RFP Appendix L - Formulary Disruption Results](#)
- [Amendment 1](#)
- [Notice of Solicitation Cancellation](#)

▼ DFA Completed Procurements

From: [Alicia Coleman](#)
Cc: [Bert Emrick](#)
Bcc: [Molly Graham](#); [Kurt Baxley](#)
Subject: FW: State of Mississippi's IFB for Decision Support and Related Health Care Analysis Consulting Services - RFX # 3160007100
Date: Thursday, March 27, 2025 10:55:00 AM
Attachments: [Notice of Intent to Award.pdf](#)
Importance: High

Good morning,

Please see the attached notification regarding the Intent to Award for the State of Mississippi's IFB for Decision Support and Related Health Care Analysis Consulting Services - RFX # 3160007100/3150006231.

Please acknowledge receipt of this notification.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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From: Alicia Coleman
Sent: Thursday, February 13, 2025 2:00 PM
Cc: Bert Emrick <Bert.Emrick@dfa.ms.gov>
Subject: FW: State of Mississippi's IFB for Decision Support and Related Health Care Analysis Consulting Services - RFX # 3160007100
Importance: High

Warmest greetings,

This is just an email to apprise you the written answers to all questions and requests for

clarification received by the time and date identified in IFB Section 2 were posted as Amendment One on February 13, 2025, on the agency website at <https://www.dfa.ms.gov/bids-and-rfps-notices> and on the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False. For convenience purposes, Amendment One is attached to this email.

Bids must be submitted as described in the IFB and received **no later than 2:00 PM CST, February 28, 2025.**

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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From: Alicia Coleman
Sent: Tuesday, January 28, 2025 2:27 PM
Cc: Bert Emrick <Bert.Emrick@dfa.ms.gov>; Carlotta Edwards <Carlotta.Edwards@dfa.ms.gov>
Subject: State of Mississippi's IFB for Decision Support and Related Health Care Analysis Consulting Services - RFx # 3160007100
Importance: High

Good afternoon,

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance (OI) issued an Invitation for Bids (IFB) on January 28, 2025, for the purpose of securing a qualified, experienced vendor to provide decision support services and related health care analysis consulting services to the State of Mississippi State and School Employees' Health Insurance Management Board (Board) relating to its management of the State and School Employees' Health Insurance Plan (Plan). Detailed specifications may be obtained from the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notices> and the Mississippi Contract/Procurement Opportunity Search Portal website at

https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False, by written request to: Decision Support and Related Health Care Analysis Consulting Services IFB, c/o MDFA-Insurance, 501 North West Street, Suite 1201-C Jackson, MS 39201, by email at InsuranceRFP@dfa.ms.gov, or by contacting the Proposal Coordinator, Alicia Coleman, at 601-359-9271. Bids must be submitted as described in the IFB no later than 2:00 PM CST, February 28, 2025. For convenience purposes, the IFB is also attached.

Vendors may submit written questions regarding this IFB to the email address shown above **no later than 5:00 PM CST on February 11, 2025**. Timely submitted questions and the OI's responses will be posted on the MDFA website listed above on approximately February 13, 2025. This IFB, any amendment(s), and any other associated document(s) can be found on the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notices>.

Bids must be submitted as described in the IFB **no later than 2:00 PM CST, February 28, 2025**.

The MDFA reserves the right to accept or reject any or all bids, cancel the IFB, or issue another IFB.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

Reconsideration and Debriefing Notice

April 4, 2025

Procurement Type and Number	RFx 316*7100/315*6231
Procurement Title	IFB for Decision Support & Related Health Care Analysis Consulting Services
Contract Number	82*8008

No request for reconsideration was submitted in writing within seven (7) calendar days of the solicitation posting or of the notice of intent to award the contract. Therefore, I certify that adequate time to request reconsideration has been given to all prospective contractors and that no request or potential requests are known to the agency or any agency employees.

No post-award vendor debriefings were either requested or held.

We appreciate your time and consideration regarding this matter.

Sincerely,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

Notice of Intent to Award

March 27, 2025

Procurement Type and Number	RFx 3160007100
Procurement Title	IFB for Decision Support & Related Health Care Analysis Consulting Services
Opening Date and Time	February 28, 2025, 3:00 PM CT

The following vendors submitted responses to the above solicitation: Abett, Inc. (Response # 6000016230) with an overall bid price of \$750,000, and Truven Health Analytics, LLC or Merative US L.P. (Response # 6000016219) with an overall bid price of \$1,881,700.

The following vendor was determined non-responsive and non-responsible and has been notified separately of the reason(s) therefore: Abett, Inc. (Response # 6000016230).

The remaining vendors were determined to be responsive and responsible with their response evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to the following vendor upon approval by the Public Procurement Review Board and completion of successful contract negotiations: Truven Health Analytics, LLC or Merative US L.P. (Response # 6000016219).

On behalf of the State of Mississippi State and School Employees' Health Insurance Management Board (Board) and the Mississippi Department of Finance and Administration (MDFA), I would like to thank you for your interest and participation in our invitation for bids (IFB) for decision support and related health care analysis consulting services and your time and efforts in preparing a response to this solicitation. We sincerely appreciate the hard work and responsiveness demonstrated by you and your staff throughout this IFB process. We plan to keep your name on our bid list for future procurements and we wish you much success in your future endeavors.

We invite you to contact InsuranceRFP@dfa.ms.gov if you would like to request a post-award vendor debriefing where we can share with you any applicable information about **your response**. This debriefing is a meeting and not a hearing; therefore, legal representation is not required. However, if you prefer to have legal representation present, you must provide notification in writing to Alicia Coleman, MDFA OI Procurement & Contracts Director, prior to the scheduled meeting, and identify your 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. Your request for debriefing must be

received within three (3) business days after the issuance of this notice or no later than close of business on Tuesday, April 1, 2025. Please refer to IFB Section 14.7 and Public Procurement Review Board Office Personal Service Contract Review (PPRB OPSCR) Rules and Regulations Section 5.6.2 for additional information regarding post-award vendor debriefings.

Vendors are reminded that any request for reconsideration of this decision must be submitted to the MDFA's Office of Insurance within seven (7) calendar days of the Notice of Intent to Award and posting of the Agency Procurement File or no later than close of business on Thursday, April 3, 2025. The request for reconsideration must be in writing and 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. If you believe 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), then state this in the request and specify what is believed to be missing. Should you 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 your request, the state those concerns in the request – even if speculative – in a manner which is specific enough for MDFA to provide a response. Please refer to IFB Section 14.8 and PPRB OPSCR Rules and Regulations Section 5.6.1 for additional information regarding Request for Reconsideration of the Intent to Award.

The Agency Procurement File is available on the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notices>.

The successful vendor is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project or services until execution of the contract.

We appreciate your interest in doing business with the State of Mississippi.

Sincerely,



Alicia Coleman, MCPM, CMPA, Procurement & Contracts Director, Office of Insurance
Mississippi Department of Finance and Administration
P.O. Box 24208 Jackson, MS 39225-4208
501 North West Street, Suite 1201-C
Jackson, MS 39201
Alicia.Coleman@dfa.ms.gov
601-359-9271 Office

Agenda Item 3

Selection of Decision Support Services Vendor

Mr. Bert Emrick

Description

At the January 22, 2025, Board meeting, the Board voted to authorize staff to release an Invitation for Bid (IFB) for decision support services. The Board's current contract with Health Data & Management Services (HDMS) for decision support services will expire on June 30, 2025. This contract provides for consulting, analytical and reporting services through the collection, processing, maintenance and client access of eligibility, claims, biometric, provider, and disease management data from the Plan's third-party administrator, pharmacy benefit manager, medical management vendor, and other Plan vendors as needed.

The IFB was released on January 28, 2025, with bids received in February. Staff conducted a thorough evaluation of the bids, with only one vendor proving to be responsive to the IFB, the vendor being Merative US L.P. (Merative).

Action Requested

Selection of a Decision Support Services vendor for contract negotiations with Merative.

MDFA OI EVALUATION REPORT

Agency: MDFA OI IFB Name/Number: IFB for Decision Support & Related Health Care Analysis Consulting Services Rfx 316*7100

Were any IFB amendments/modifications issued, including Question and Answer Document and/or Pre-IFB Conference Summary:
Yes If yes, how many IFB amendments/modifications were issued? One

	Date of Issuance	Acknowledgements Received/Obtained
1.	02/13/2025	Received with bids at time of submission

Were any vendor questions received by the deadline specified in the IFB? Yes If yes, was a Question and Answer Document issued:
Yes Acknowledgements Received: Yes

If allowed by the IFB, was a Pre-Bid Conference held by the agency? No If held, was attendance mandatory to submit a proposal?
N/A If held, was a Pre-Bid Conference Summary Issued? N/A Acknowledgements Received: N/A

	Vendor Name	Date/Time Received	Comments
1.	Truven Health Analytics, LLC or Merative US L.P. (6000016219)	02/28/2025 @ 10:34 AM CST	N/A
2.	Abett, Inc. (6000016230)	02/28/2025 @ 11:06 AM CST	N/A

1. **Compliance Phase:** Used to determine whether a vendor is **responsive, responsible, and/or acceptable**. Requirements are not assigned a point percentage and/or score. Evaluators simply record PASS or FAIL for each numbered item. In the event that any factor receives a FAIL 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 or resolutions**. Bids with errors that do not alter the substance of the bid can be accepted, and the procurement officer may allow the offeror to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other vendors. If any component received a FAIL (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.

- 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**. Offerors may waive these if they wish.

	Compliance Requirements	Vendor 1 (Truven)	Vendor 2 (Abett)
1.	Was the bid submission deadline met?	Yes	Yes
2.	Was the required format followed sufficiently? a) Paper via USPS/Hand Delivery or electronically via MAGIC b) 2 separate and distinct file version – Complete Unredacted and Redacted, if applicable	Yes Via MAGIC Yes, both	Yes Via MAGIC No, redacted declined
3.	Was the required attachments/enclosures provided (documents, samples, resumes, copy of certifications, accreditations, and/or licensures, or any other information specifically required in the IFB)? a) Bid Cover Sheet (Attachment A), Completed and Signed b) Bid Form (Attachment B), Completed and Signed, Flat Position Hourly Fee and Maximum Annual Project Fee Provided c) References (Attachment C), Completed d) Minimum Vendor Requirements Confirmation of IFB Section 6 e) IFB Statement of Compliance and Exception(s) form (Attachment F), Completed and Signed f) IFB Statutory Requirement Disclosure Statement, Completed and Signed g) Acknowledgement(s) of IFB Amendment(s), if any were issued/posted, Completed and Signed h) Resumes for Key Staff (Account Manager/Account Representative, provided)	Yes Yes Yes Yes Yes Yes Yes Yes	Yes Yes Yes Yes Yes Yes Yes Yes
4.	Was the duration of Bid requirement met – IFB 8?	Yes	Yes
5.	Was the minimum number (6 with longest standing client, largest population, 3 governmental clients, and any discontinued) of references provided?	Yes	No, only 1 governmental client provided

6.	Did the references provided by the vender supply acceptable reference scores, if checked, with minimum score of 6 points each/12 total from 2 vendors?	7 & 7 14 total	Reference checks were suspended for the not-awarded vendor.
7.	Was the minimum vendor requirement(s) met? a) Prior Experience: must have been in business and provided services equivalent or similar in requirements and scale to those services described in this IFB for a minimum of 5 years as of February 1, 2025, and 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 1,000,000 covered lives in its book of business and 1 employer client with at least 100,000 covered lives b) Must be an independent entity, with no real or perceived conflicts of interests with regard to its relationship with any employee and/or staff member of MDFA, member of the Board, and/or any other entity participating directly or indirectly in the procurement of these services.	Yes Yes Yes	No No “Lockbox svcs. since ‘20” Must have exp directly related to these services in this IFB - Fails to meet the 1,000,000 CL in BOB; Only has 1 client with 100,000+ CL and this client doesn’t meet 5-year directly related exp. minimum. Yes
8.	Was the minimum insurance/bond/other surety requirement(s) met? a) Implementation Bond of \$500,000 b) Performance Guarantee – 20% of contract administrative fees at risk annually c) WC as required by State of Mississippi d) Professional Liability, covers any damages caused by an error, omission or any negligent acts related to the services to be provided, minimum of \$3,000,000 annual aggregate e) State of Mississippi listed as Certificate Holder f) Issued by companies authorized to do business in Mississippi, meaning insurance carriers must be licensed or hold a	While the provision of proof of insurance at time of bid was waived, the requirement to have the minimum insurance coverage was not waived for the lowest bidding vendor.	While the provision of proof of insurance at time of bid was waived, the requirement to have the minimum insurance coverage was not waived for the lowest bidding vendor.

	Certificate of Authority from the Mississippi Insurance Department.		
9.	Was the narrative bid questionnaire answered – Attachment A?	Yes	Yes
10	Is there a high degree of acceptance of contract terms and conditions? Refer to the Statement of Compliance and Exception(s) form (Attachment F).	Yes, w/acceptable exception to Performance Standards (IFB 6.6)	Yes, w/o exception
11	Is there a high degree of acceptance of the Performance Standards or IFB 6.6 and Exhibit B	Yes	Yes
12	Acceptable Implementation Plan, IFB 6.7	Yes, plan submitted. Clarify Figure 15 timeline in contract negotiation.	Yes, plan submitted.
13	Confirm IFB 6.3 and 6.5	Yes	Yes
14	Is/Has the vendor complied with MS Code Ann. § 79-4-15.01 regarding authorization to transact business in MS, meaning registered with SOS to do business in the State of MS, if applicable? Verify on SOSO site.	Yes	No, suspended for the not-awarded vendor.
Acceptability Results:		Pass	Fail

Bids Received: 2 **Late Submissions:** 0 **Withdrawals:** 0 **Bids Rejected:** 1 **Non-Responsive:** 1 **Non-Responsible:** 1

Were any minor irregularities, informalities, defects, or variations waived by the agency? Confirmed intent to comply with insurance, bond and other sureties' requirement. While the provision of proof of insurance at time of bid was waived, the requirement to have the minimum insurance coverage was not waived. It was obtained from lowest bidding vendor.

Were any exceptions or deviations taken to standard procurement or contract terms and conditions by the vendor? Yes, refer to the completed Procurement Exceptions with MDFA OI Decisions form for Truven.

Were any exceptions or deviations taken to standard procurement or contract terms and conditions withdrawn by the vendor? No

Were any nonconforming terms and conditions taken or listed to standard procurement and contract terms and conditions provided by the vendor? Yes, refer to the completed Procurement Exceptions with MDFA OI Decisions form for Truven.

Were any nonconforming terms and conditions withdrawn by the vendor? No

Were any conditional or qualified offers by the vendor allowed? No

Were any discussions or negotiations held with the respondents classified as acceptable? Contract language negotiation is ongoing regarding implementation and performance standards and guarantees. Yes, proof of insurance requested for the selected vendor with notices of additional information and/or non-responsibility and non-responsive sent to vendors with the following results:

- Abett – MDFA OI 03/10/2025 email with Notice Re. MVR Additional Information; Email chain between MDFA OI and Abett dated 3/10/2025 regarding MVR clarification; Abett email dated 03/11/2025 with clarification/additional information response to MDFA OI additional information request; and MDFA OI 03/11/2025 email with notice to Abett regarding OI’s non-responsive and non-responsible determination
- Truven - email chain Notice Re. MVR Additional Information (confirmation of intent to comply with insurance, bond and other sureties’ requirement)

Was the purpose of these discussions merely to assist with the responsive and/or responsible determinations? Yes

Did the agency request, require, and/or obtain any additional information from any vendor? Yes, proof of insurance requested for the lowest bidding vendor and confirmation of intent to comply with insurance, bond and other sureties’ requirement for both vendors.

Was any additional information, clarification, or corrections sought from any vendor? Yes, proof of insurance requested for the lowest bidding vendor and confirmation of intent to comply with insurance, bond and other sureties’ requirement for both vendors.

Were any fatal bid deficiencies discovered that rendered a vendor unacceptable? Yes, refer to the MDFA OI 03/11/2025 email with notice to Abett regarding OI’s non-responsive and non-responsible determination.

2. **Cost Analysis Phase:** The lowest cost 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 equal the awarded points.

	Comparison	Calculated Ratio	X 100 points (Points to be awarded for cost)
Vendor 1 (Truven) - \$340,000.00	<u>1,811,700</u>	1	100 points
\$357,000.00	1,811,700		
\$374,800.00			
\$396,600.00			
<u>\$413,300.00</u>			
\$1,881,700.00			

Cost	Vendor 1 (Truven)	Vendor 2 (Abett)
Price (formula applied to determine points awarded).	100	N/A

3. Evaluator Certifications and Signature:

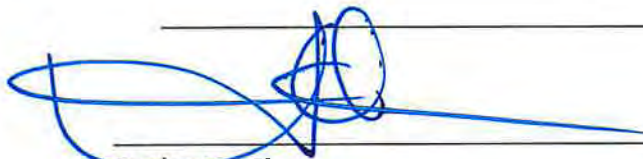
Regarding evaluation recommendation,

- ☒ I certify that I have no conflict of interest.
- ☒ I certify that submissions and the ratings for this procurement will be held in strict confidence. I will not discuss any part of the evaluation process with anyone. I will not contact the entities that submitted a response to the procurement nor have I made any notes or copies of any part of the submissions, scoring, or comments sheets.
- ☒ I certify that my scoring was based solely on my individual evaluation of each bid.

Regarding evaluation withdrawal,

- ☐ I certify that my scoring was not based solely on my individual evaluation of each bid and my scoring was influenced by the following: _____
- ☐ I certify that my evaluation of the bids was influenced by discussions as indicated below and therefore my scores should not be used. _____

Comments about the evaluation process: _____



 Evaluator Signature



 Date

Alicia Coleman, MDFA OI Procurement & Contracts Director

 Evaluator Name, Title (print)



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Merative US L.P.	Legal

Business Information

Business Type:	Limited Partnership
Business ID:	1369356
Status:	Good Standing
Effective Date:	12/12/2022
State of Incorporation:	DE
Principal Office Address:	100 Phoenix Drive Ann Arbor, MI 48108

Registered Agent

Name
C. T. CORPORATION SYSTEM
645 LAKELAND EAST DRIVE STE 101
FLOWOOD, MS 39232

Officers & Directors

Name	Title
Merative US GP LLC 100 Phoenix Drive Ann Arbor, MI 48108	General Partner



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
TRUVEN HEALTH ANALYTICS LLC	Legal
Truven Health Analytics Inc.	Previous Legal
Thomson Healthcare Inc.	Previous Legal
Thomson Reuters (Healthcare) Inc.	Previous Legal
THE MEDSTAT GROUP, INC.	Previous Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	640153
Status:	Withdrawn
Effective Date:	03/13/1997
State of Incorporation:	DE
Principal Office Address:	100 Phoenix Drive Ann Arbor, MI 48108

Registered Agent

Name
C. T. CORPORATION SYSTEM
645 LAKELAND EAST DRIVE STE 101
FLOWOOD, MS 39232

Officers & Directors

Name	Title
MARIAN J. DILLON ONE NEW ORCHARD ROAD ARMONK, NY 10504	Manager
COSMO L NISTA ONE NEW ORCHARD ROAD ARMONK, NY 10504	Manager
KEVIN J. REARDON ONE NEW ORCHARD ROAD ARMONK, NY 10504	Manager

**MDFA OI IFB for Decision Support & Related Health Care Analysis Consulting Services, Rfx 316*7100
Solicitation Exception(s) & MDFA OI Decision(s) for Merative US L.P. or Truven Health Analytics, LLC**

Procurement Section and Page Number		Original Language	Requested Change/Exception	MDFA OI Decision
1.	IFB Section 6.6 (4) on page 14	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.	The vendor must guarantee to notify the Board within twenty-four (24) hours by phone and by e-mail of any ~~material~~ <u>confirmed</u> 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.	Accepted

From: [Molly Graham](#)
To: [Alicia Coleman](#)
Cc: [Thomas Schramm](#)
Subject: <EXTERNAL>: Re: [EXTERNAL] Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services
Date: Thursday, March 20, 2025 2:49:46 PM

Hello Alicia-

I hope you're having a nice day. I'm circling back to confirm that, **yes, Merative, will comply with the Insurance, Bonds, or Other Sureties requirement.** Please let me know what other questions you may have as you continue reviewing our RFP submission.

Insurance, Bonds, or Other Sureties (Minimum Vendor Requirement): *The Contractor shall maintain, throughout the term of this Contract, at its own expense, 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; Professional liability insurance coverage 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 Workers' compensation coverage as required by the State of Mississippi. Please confirm intent to comply with IFB insurance, bond, or other sureties' requirements.*

Thank you for your time and consideration! We look forward to possible next steps-

Best-

Molly

Molly Graham
Growth Executive, Truven Health Insights
+1.917.885.3169 Mobile
molly.graham@merative.com

merative.com

From: Alicia Coleman <Alicia.Coleman@dfa.ms.gov>
Sent: Wednesday, March 19, 2025 9:40 AM
To: Molly Graham <molly.graham@merative.com>

Subject: [EXTERNAL] Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services

ALERT: This Message Came From External Sender, Please Avoid Clicking Any Links or Opening Attachments If The Sender Is Unknown.

Warmest Greetings,

Attached is a notification regarding the State of Mississippi's January 28, 2025 Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services.

Please acknowledge receipt of this notification.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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From: [Alicia Coleman](#)
To: [Molly Graham](#)
Subject: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services
Date: Wednesday, March 19, 2025 8:40:00 AM
Attachments: [Notice Re. MVR Additional Info dated 20250319 Truven.pdf](#)
Importance: High

Warmest Greetings,

Attached is a notification regarding the State of Mississippi's January 28, 2025 Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services.

Please acknowledge receipt of this notification.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

March 19, 2025

Molly Graham, Director Client Accounts
Merative US L.P. f/k/a Truven Health Analytics, LLC
100 Phoenix Drive
Ann Arbor, MI 48108

E-mail: molly.graham@merative.com

Dear Ms. Graham:

On behalf of the State of Mississippi's State and School Employees Health Insurance Management Board, we appreciate your response to our Invitation for Bids (IFB) for Decision Support & Related Health Care Analysis Consulting Services. We have begun our review and need additional information regarding your bid in order to determine if it meets the IFB's mandatory minimum vendor requirements.

Section 11, Insurance, Bonds, or Other Sureties (Minimum Vendor Requirement): The Contractor shall maintain, throughout the term of this Contract, at its own expense, 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; 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 Workers' compensation coverage as required by the State of Mississippi. **Please confirm intent to comply with IFB insurance, bond, or other sureties' requirements.**

So that we may determine if your firm meets our minimum vendor requirements and properly evaluate your bid, your response to these questions **must be received by 5:00 PM CST on Thursday, March 20, 2025**. Please note that failure to provide the requested information may result in the disqualification of your bid. In order to expedite this matter, please reply via email at InsuranceRFP@dfa.ms.gov.

We appreciate your cooperation and await your response so that we can resume our review of your bid.

Best regards,

Alicia Coleman, MCPM, CMPA
Procurement & Contracts Director, Office of Insurance

Number 6000016219 RFx Name 1130-25-R-IFBD-00063-V01 Status Submitted Bidder TRUVEN HEALTH ANALYTICS LLC Target Value 0.00 USD RFx Number [3160007100](#)

Rfx Information | Items | Notes and Attachments | Conditions | Approval | Tracking

General Data | Notes and Attachments | Questions

Basic Data

Bidder Contact Information

Supplier Name: TRUVEN HEALTH ANALYTICS LLC
Contact Person Name: TRUVEN HEALTH ANALYTICS INC TRUVEN HEALTH ANALYTICS INC
E-Mail: th.collections@truvenhealth.com
Fax:
Phone: 734-913-3007

Event Parameters

Process Type: QUOT
Validity Period: -
Currency: United States Dollar
Detailed Price Information: Simple Price
Follow-On Document: Contract
Target Value of RFx in Original Currency: 0.00 USD
Target Value of RFx in Selected Currency: 0.00 USD
Target Value of RFx Response: 0.00 USD
Net Value of Header Items: 0.00 USD

Organization

Responsible Purchasing Organization: O 10000001 State of Mississippi - Purchasing
Responsible Purchasing Group: O 10000059 1130 GEN PURCH

RFx Response Information

Last Changed On: 02/28/2025 10:34:08 CST
Last Changed By: TRUVEN HEALTH ANALYTICS INC TRUVEN HEALTH ANALYTICS INC
Creation Date: 02/28/2025 10:34:08 CST
Created By: TRUVEN HEALTH ANALYTICS INC TRUVEN HEALTH ANALYTICS INC

Pricing Arrangement

Pricing Arrangement: ☐
Ceiling Amount:

Status and Statistics

Created On: 02/28/2025 10:34:08 CST
Created By: TRUVEN HEALTH ANALYTICS INC TRUVEN HEALTH ANALYTICS INC
Last Processed On: 02/28/2025 10:34:08 CST
Last Processed By: TRUVEN HEALTH ANALYTICS INC TRUVEN HEALTH ANALYTICS INC

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Filter Settings

Function	Number	Name	Phone Number
Contact Person	45849	TRUVEN HEALTH ANALYTICS INC TRUVEN HEALTH ANALYTICS INC	734-913-3007
Bidder	3100000875	TRUVEN HEALTH ANALYTICS LLC	734-913-3007
Location	17	MS DEPT FINANCE & ADMINISTRATION	

Attachment 1 Redactions List

Merative considers the Items listed below proprietary and confidential.

Section	Statutory Authority for Exemption
Cover Letter (contains Employee Personal Information)	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (i) Security policies and processes
Section 4 Scope of Work – Technical Proposal, 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.	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (a) IT infrastructure details, including network architecture, schematics, and IT system designs (b) Source code (c) Detailed hardware and software inventories (d) Security plans (h) Authentication credentials (i) Security policies and processes
Section 4 Scope of Work – Technical Proposal, 4.1.15 Maintain appropriate disaster recovery and business continuity procedures as necessary to assure preservation and continuous availability of the data.	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (a) IT infrastructure details, including network architecture, schematics, and IT system designs (d) Security plans (i) Security policies and processes
Section 4 Scope of Work – Technical Proposal, 4.1.19 As requested by the Board, provide other	MS Code § 79-23-1 (2023)

Section	Statutory Authority for Exemption
such services for which the vendor has the technical capability to render.	(1) Commercial and financial information of a proprietary nature required to be submitted to a public body, as defined by paragraph (a) of Section 25-61-3, by a firm, business, partnership, association, corporation, individual or other like entity, shall be exempt from the provisions of the Mississippi Public Records Act of 1983; provided, however, that nothing herein shall be construed to deny access to such information submitted to a regulatory agency by a public utility that is related to the establishment of, or changes in, rates regulated by such agency. MS Code § 75-26-11 - Protection of trade secrets during action In an action under this chapter, a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval.
Section 4 Scope of Work – Technical Proposal, 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).	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (d) Security Plans (h) Authentication credentials (i) Security policies and processes
Section 7.1.1 Bid Cover Sheet (Attachment A) (Employee Personal Information)	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (i) Security policies and processes

Section	Statutory Authority for Exemption
Section 7.1.1 Bid Cover Sheet (Attachment A), Q23. 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. (contains Employee Personal Information)	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (i) Security policies and processes
Section 7.1.2 Bid Form (Attachment B Pricing) (contains Employee Personal Information)	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (i) Security policies and processes
Section 7.1.3 References (Attachment C)	MS Code § 25-61-9. Records Furnished by Third Parties (1) (a) Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction under this chapter until notice to third parties has been given, but the records 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 filed in chancery court a petition seeking a protective order on or before the expiration of the twenty-one-day time period. Any party seeking the protective order shall give notice to the party requesting the information in accordance with the Mississippi Rules of Civil Procedure.
Section 7.1.4 Minimum Vendor Requirements Confirmation, subsection 6.1 Prior Experience	MS Code § 25-61-9. Records Furnished by Third Parties (1) (a) Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction under this chapter until notice to third parties has been given, but the records shall be released no later than twenty-one

Section	Statutory Authority for Exemption
	(21) days from the date the third parties are given notice by the public body unless the third parties have filed in chancery court a petition seeking a protective order on or before the expiration of the twenty-one-day time period. Any party seeking the protective order shall give notice to the party requesting the information in accordance with the Mississippi Rules of Civil Procedure.
Section 7.1.5 Signed IFB Statement of Compliance and Exception(s) form (Attachment F) (contains Employee Personal Information)	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (i) Security policies and processes
Section 7.1.7 Signed Acknowledgment(s) of IFB Amendment(s) (contains Employee Personal Information)	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (i) Security policies and processes
Section 7.1.8 Résumés for Key Staff (contains Employee Personal Information)	MS Code § 25-61-11.2 Exempted for Certain Information Technology Records The following information technology (IT) records shall be exempt from the Mississippi Public Records Act of 1983: (i) Security policies and processes

REDACTED VERSION

State of Mississippi – State & School Employees’
Health Insurance Management Board

Invitation for Bid #3160007100

Decision Support and Related Health Care Analysis
Consulting Services

February 28, 2025



Cover Letter

February 28, 2025

RE: Invitation for Bid #3160007100

Dear Ms. Coleman,

Merative is pleased to submit our response to the State of Mississippi's Invitation to Bid #3160007100 for Decision Support and Related Health Care Analysis Consulting Services.

Please refer to Attachment 1 Redactions List for all items deemed confidential to Merative.

Sincerely,

[Redacted Signature Block]

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Executive Summary

Introduction

State & School Employees' Health Insurance Management Board of Mississippi (referred to as The State throughout this document) has established itself as a leading health-forward employer by consistently prioritizing the well-being of its employees through innovative and comprehensive benefit plans. Your commitment to employee health extends beyond traditional offerings, incorporating data analytics to provide personalized, proactive solutions that address the unique health needs of your diverse workforce. By leveraging data to monitor trends, optimize benefits, and enhance wellness initiatives, The State has created a workplace culture that values health, engagement, and long-term sustainability. Through these data-driven strategies, The State not only supports employees' physical and mental well-being but also fosters a more productive, satisfied, and resilient workforce, setting a benchmark for other organizations in the process.

By partnering with us, The State can leverage decades of healthcare data management and analytic solutions experience to solve the challenges of managing healthcare expenses and to enhance health experiences through data-driven strategies. We share your people-centric approach, with a core mission to place individuals at the forefront of health and social programs. We drive tangible progress and enhance health experiences through data-driven strategies focused on holistic wellness, physically, emotionally, and financially. Like you, people are at the heart of everything we do. Our team has extensive healthcare industry domain experience, expertise that transcends conventional tools and offers a spectrum of measurement options supported by industry-leading clean data and thought leadership. We are confident in our shared values and a commitment to excellence and customer satisfaction that positions us to be your healthcare information partner.

Our Proposed Services

We've been told by our clients, consultants, and industry experts that we make the hard things (like data curation, quality, standardization, and enhancement) look easy. The heart of our solution is an accurate, robust, intelligently integrated database. It will include all the data sources you requested, with the ability to easily expand to additional data suppliers as needed. This integration doesn't happen without solid processes. It is imperative that you trust the data and that every stakeholder, internal and external, gets the same results.

Building a healthcare analytically ready database is like building the foundation for an award-winning institution- it brings unique challenges, it's difficult to do well, and it requires experts to do it right. It's our hallmark and we consistently outperform the competition in terms of accuracy, intelligence, efficiency and customer satisfaction. After implementing more than 500 employer databases, we have learned a lot. We know healthcare data can be messy. And as customers like you look to integrate "non-traditional" data, building them right is difficult to do well. We do it well, and we do it well more often than anyone else.

Sitting on top of that trusted database, is a reporting suite designed with the end user in mind. Our tool, Truven™ Health Insights, gives you a sole source of truth that everyone – executives to power users – can use and trust. But here's what's different. Unlike competitors who claim that a "pretty" dashboard can capture everything, our experience with innovative clients like

The State has shown us three key truths: 1) one size does not fit all, 2) there is no simple solution for complex healthcare questions, and 3) pre-built reports have their limitations. We offer the best of all worlds: a comprehensive view of KPIs, detailed drill paths to uncover root causes, and the most robust, integrated ad hoc reporting tool available today.

Further, unlike our competitors who are user-experience companies providing reporting services, we are a healthcare data and analytics company. Not only is it what we do, it is all we do. Our innovative, leading-edge technologies provide you with a secure, flexible, easy-to-use suite of tools, shortening the distance between credible data and better answers. While others maintain their focus on pre-built content, we diligently expand our pre-built templates and integrate and connect them to ad hoc content so we can answer any client requirement

Our solution also includes robust benchmarking. Our solution opens the benchmarking aperture and leverages the full power of our MarketScan® Research Databases, one of the longest running and largest collections of proprietary privately and publicly insured, de-identified claims data in the U.S., and offers age and risk adjustments across a variety of views, including industry, geography, job type, etc.

You are more than likely talking to competitors who license our methods. Our non-risk adjusted Medical Episode Grouper is widely used in the market. But here's another difference—apart from the DCG models, we build our own methods, they're interconnected, built upon one another so they talk to one another which provides you analytic consistency. – e.g., patient risk to clinical episode (risk adjusted) to admission to claim line. When you factor in our comprehensive gold standard, peer-reviewed methodologies (including episodes, risk models, groupers, gaps in care, and quality rules) and our industry leading data management and quality protocols and processes, you get a partner you can trust to have your back and provide exceptional service.

None of these best-in-class methods and products that sustain the test of time are possible without people. People who know healthcare. People who understand customer service. Inquisitive, passionate, enthusiastic, smart people, working with you and for you every day. Your core and executive teams have almost 100 years combined experience with our organization. It is also noteworthy that almost every member of our team has been working for us and in the industry longer than most of our competitors have been in business. Customer experience is at the center of everything we do, understanding that no two employers have the same strategy and requirements. Everything we do must start with what you need. That means fundamentally understanding your goals and objectives, how you're measured and your expectations for us.

We designed our reporting platform so you can be completely self-sufficient. We also know that sometimes, people don't have time, staff are not at work, etc. Sometimes you need that extra help. That's what your core team does. They are there to help you create a report, understand the report, ask a question – “is my program making a difference?” “Did I select the right measures?” We provide you with unlimited day-to-day reporting, user, and technical product support, as well as access to SMEs with extensive clinical and consulting experience. Leverage their years of experience when you need them. It can be opportunistic; it can be all the time. It really is a function of what your internal staff can do versus where and when you need our help. And we are there to provide it when you need it. You can also, as an option, hire

us for a consulting engagement; something you might hire a benefits consulting firm to do (i.e., can you help us win a Koop Award?).

By selecting us, we provide a seamless industry leading tool with the foundational building blocks of knowledge, methodologies, data you can trust and an experienced customer-centric delivery team. Our commitment to you is to bring our depth of experience in healthcare data management and analytic solutions to address the challenges you face in managing healthcare costs and providing excellent support as an organization.

Why Us?

As you consider your selection, we offer the following points of differentiation:

- We are a market leader in data management, information security, data cleansing, data quality, and data aggregation—addressing all the challenges associated with complex data sets. We have a record of accomplishment providing clean data as a foundation for trusted analytics. We comply fully with all HIPAA and HITECH requirements. We maintain a detailed Data Privacy and Security Policies document and many of our policies and processes are more stringent than HIPAA requires.
- We are experienced “data translators” and “insight curators” who collaborate with you and your partners to surface meaningful and actionable insights. Our bench is both deep and broad, servicing over 18 states as employers, 45+ health plans, 3,000+ providers, and 650 employers.
- We have dedicated investment in product development, subject matter experts, and strong and experienced analytic leadership to get in front of the next question to help draw quicker “now what?” conclusions. We are relentlessly focused on client results and provide solutions that include a comprehensive mix of people and products to address new and innovative opportunities.
- We are seen as a thought leader and an innovative organization in the healthcare industry. Our experience and depth of our client base enables us to provide you with actionable insights, best practices, and recommendations based on our work with leading-edge employers. We regularly publish detailed, valuable analytics created and vetted by these experts on timely topics (e.g., impact of GLP1s and other pharmaceutical strategies, price transparency, social determinants of health, etc.).

Conclusion

As The State continues its journey toward advancing employee health and well-being, partnering with us for data analytics will provide the expertise and innovative solutions needed to elevate its benefits strategy. Our proven capabilities in healthcare data analytics, along with our deep understanding of employee benefits programs, position it as the ideal partner to seamlessly transition from another vendor. With Merative, you can access advanced insights that drive smarter decision-making, enhance program effectiveness, and deliver more personalized health outcomes for employees. Our commitment to data-driven solutions and its track record of helping organizations optimize their health strategies will empower The State to continue leading the way in employee health while ensuring a smooth and effective transition. Also, we're excited to announce that our annual fees are now even lower than they were in 2018, when the State transitioned away from us. Since then, we have addressed the contract

terms that previously hindered our progress with the State in 2019, despite being named the vendor of choice. We are now in a position to accept your terms, including the zero-cap limit of liability, without exception. We understand that these requirements are standard for many public sector entities, and we are committed to meeting them to work together to help shape a healthier future for your workforce and strengthen the company's reputation as an employer of choice.

We thank you for your time and consideration. We look forward to meeting with you to further discuss our proposal and to continuing the discussion on this important initiative.

Section 4 Scope of Work – Technical Proposal

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.

Yes, we confirm. Underlying our solution is an integrated data warehouse that integrates information from all The State's suppliers. A particular strength of our database build process is the careful integration of all data, even when captured from different feeds and formats. With a recent implementation, we loaded more than one billion rows of data to the database.

We build all reports and dashboards with the same data for consistent insights across all reporting functionalities. Our single, integrated healthcare database ensures a "single source of truth" when you need to investigate patterns surfaced in the dashboards to pinpoint the drivers of cost or utilization increases, for instance. The reporting functionalities are in turn supported by a data model that links disparate data at the person level. We apply advanced analytics—clinical categories, episodes, risk scores and benchmarks—to the data to make it more analytically valuable.

Our solution has superior capabilities for supporting consistency of reporting while preserving individual users' flexibility to access the information they most need. It is built on a simple, integrated, analytically ready database so that you do not have to be a data expert and undertake the time consuming and difficult task of manipulating raw data. All of the system's core applications work directly with the central database. In contrast, competing systems require the proliferation of disparate data marts and non-integrated applications that produce information that you must reconcile.

You can conduct trend analyses using an extensive list of both cost and utilization measures included in our solution's data model. You can quickly generate year-over-year comparisons as well as monthly trend reports with the click of a button. Many of the trend reports use relative time periods, such as recent year, rolling year, and last quarter, as well as calendar year, fiscal year, and plan year, etc. You can add additional time periods as optional, custom fields. In addition, you can further "slice" the reports to evaluate experience by location, agency, and employee status, among others. All financial fields are available for trend reporting, including deductibles, co-payments and total payments. Our trend driver methodology provides users with a fast way to identify whether any of eight (8) factors are

contributing to or mitigating your trend. The screen shots below show how we surface this trend driver methodology into our solution.

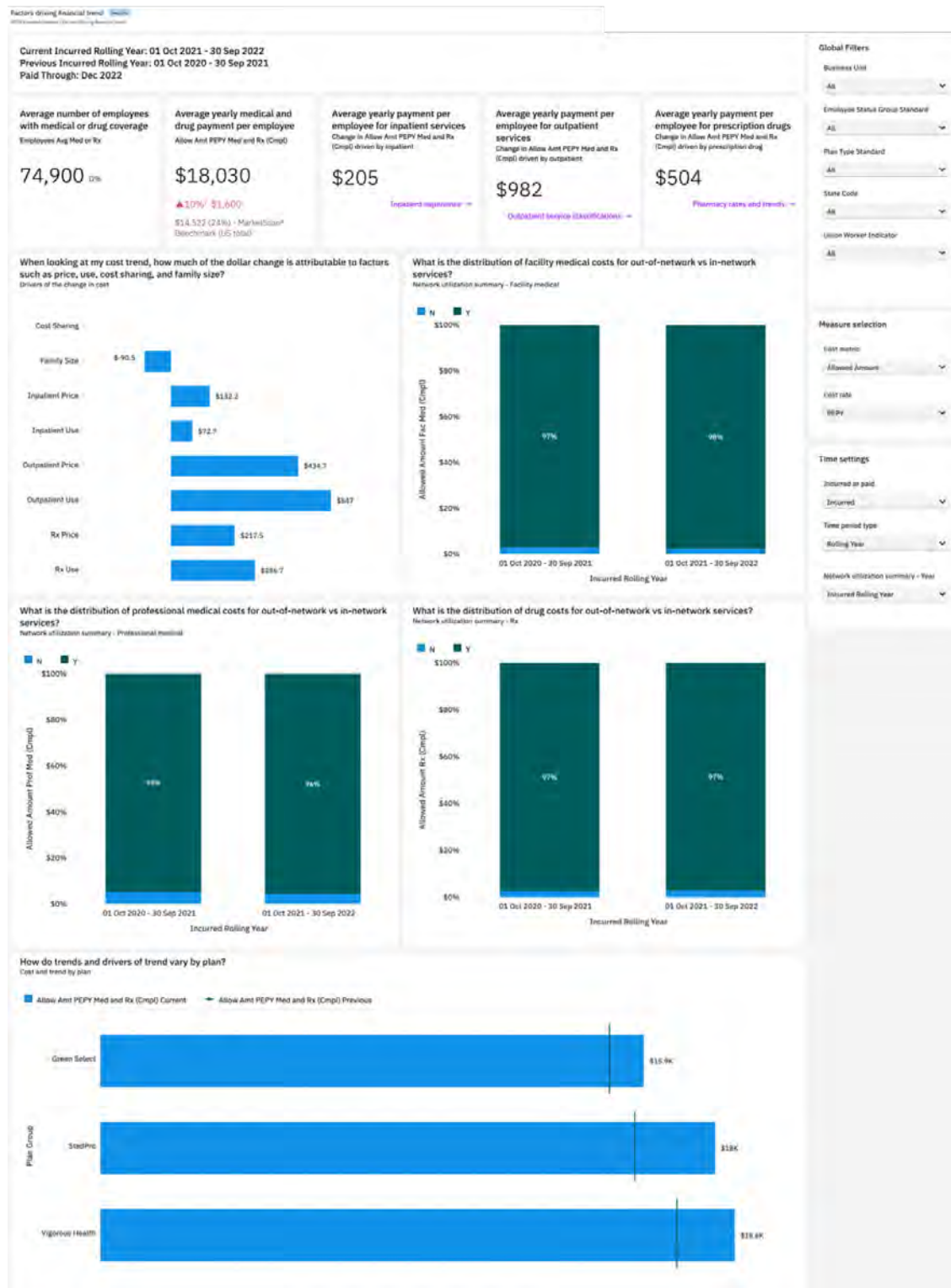


Figure 1. Trend Driver Methodology

As part of our service delivery model and to complement our easy-to-use reporting, benchmarks and advanced analytic methods, we provide user and reporting support to assist in the analysis, design, and development of reports. Our proposed delivery model includes day-to-day user support that includes, but is not limited to editing, creating and interpreting ad hoc report support requests. Your analytic support team provides the required 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.

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.

Yes, we confirm. We provide a full range of products and analytic and consulting support to in the focus areas required by The State above. Some recent examples include improving access to high-quality care; addressing healthcare affordability; and complying with emerging regulations. For more than 40 years, public and commercial employers nationwide have trusted us as an independent partner focused solely on healthcare technology and advisement. We deliver innovative technologies in the areas of healthcare data, analytics, and member engagement, backed by an experienced team of analytic consultants and healthcare subject matter experts to guide you.

Benchmarks: Users can investigate trends and drivers within and across themes, as well as view comparisons against our MarketScan benchmarks. Our solution includes a variety of benchmarks you can easily incorporate into reports. Benchmark comparisons—adjusted to reflect population demographic mix—provide essential context and perspective to determine where the best opportunities for intervention lie. Our MarketScan database is the industry’s most diverse database of healthcare information consisting of claims from privately insured Americans, representing more than 450 unique sources of data.

Below, we list below examples of analytic themes available in both our interactive dashboards and reports. You can also configure standard dashboards and reports to meet your needs. You can also augment these reports with State-specific reporting you develop with our ad hoc dashboarding and reporting capabilities providing almost unlimited analytic support.

Cost and Use: Provides key metrics and insights to understand how medical and Rx financials are changing, PMPY Med and Rx spend, IP price, use and trends, ER price and use, and Rx price and use.

Clinical: Provides key metrics and insights to understand the distribution of risks and conditions, quality of care and gaps in care, and opportunities to manage chronic and acute conditions.

Population: Provides key metrics and insights for tracking member and employee enrollment, employee demographic profiles, impact on plans, and health risk by plan type.

Pharmacy: Provides key metrics and insights for tracking Rx spend, utilizations and savings opportunities associated with specialty drugs, formulary use, mail order, and generics. Highlights the top drugs for different therapeutic categories.

We also enrich your data with time-tested, advanced analytic methods that we purpose-built for healthcare. Built-in predictive risk models, as well as episode, admissions, and outpatient event groupers help you examine fine points of program performance resulting in actionable insights to inform your strategy. Models and methods include:

- **Diagnostic Cost Groups (DCG from Cotiviti):** A population-based classification and risk-adjustment methodology that forecasts costs based on an individual's medical diagnosis codes and demographics.
- **Service Categories:** A proprietary methodology that assigns all services from facility, professional, and drug claims to a standard set of mutually exclusive categories to analyze healthcare spend.
- **Admission Build Process/Grouper:** A grouping methodology that groups inpatient claims into admissions and assign key attributes such as DRG, MDC, primary diagnosis, procedure code, and financial and utilization metrics.
- **Medical Episode Grouper (MEG):** A proprietary methodology that incorporates inpatient, outpatient, and drug experience into clinically relevant episodes of care.
- **RED BOOK® Pharmacy Reference:** A proprietary methodology that assigns key attributes to the drug claims such as therapeutic class, product name, and metric quantity to assist with drug-related analytics.
- **MarketScan® Benchmarks:** Proprietary benchmarks to compare your clients' experience to a broader book of business benchmark.
- **Outpatient Event Grouper (OPEG):** A proprietary methodology that relies on statistical relationships and clinical rules to create distinct outpatient “events” representing a single encounter between a patient and the healthcare system for a major outpatient procedure (a surgical, nonsurgical invasive, or major imaging procedure).
- **Risk-adjusted Medical Episode Grouper:** In addition to adjusting for the mix of episodes and their severity, expected episode costs can be further adjusted to reflect the impact of the patient’s overall illness burden using the DCG risk score.
- **Disease Staging:** A proprietary methodology that uses the ICD-10-CM diagnosis codes, age, and sex in a hospital admission or episode of care to classify the severity of each of the patient’s diseases.

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.

Yes, we confirm. We will plan the project expecting that some historical data will be transmitted from the incumbent data warehouse and are prepared to coordinate efforts with

the incumbent data warehouse vendor. We will need to ensure that the historical files from the incumbent data vendor are consistent with the ongoing data files received directly from the vendor. If there are differences, we will work with you and the data warehouse vendor to come to an agreed upon solution such as deriving other ways for assigning fields or calculating based on provided fields. Where and when we can coordinate efforts with your incumbent partner, we are happy to do so. If your current vendor cannot supply all the historical data, we will work with your suppliers to obtain the history.

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.

Yes, we confirm. We will receive, ingest, and collect data from your vendors on a monthly basis. We routinely integrate and organize data across multiple sources (including Eligibility, Medical Claims, Pharmacy Claims, Biometric, Provider and Disease/Care Management, etc.) to support your management decisions. Importantly, we are not limited to these data types—our solution we are proposing can ingest and integrate any data type from multiple sources including third-party administrators and vendors. Many customers, for example, extend their data models beyond core data sources by loading lab results, fully denied claims, financial, program participation, and authorizations. We load a variety of data types which are related to wellness, for example. This would include incentive, lifestyle management, health risk appraisal, disease management, behavioral modification, case management etc. Other standard tables available are dental, vision, LTD, STD, workers' compensation, budget, health risk appraisal, biometric, productivity, and lost time, as well as non-healthcare data and often incorporate unique data types as clients request. When customers find value in data such as performance management, 401K, or accident data, as examples, we can configure the database design to support the load of those data types. Additionally, we configure the database schema based on customer requirements, such as customer-specific reporting data elements—essentially, we can develop and design custom database tables to accommodate any data type.

We are also very flexible in accepting data in a variety of formats, accepting data in a variety of standard claim formats. Having over 40 years of experience, we know the data elements needed to support healthcare analysis, and our layout repository reflects this with ideal layouts for many data types.

4.1.5 Collect any other pertinent data that may be relevant to the Plan.

Yes, we confirm. As mentioned in our response to question 4.1.4 above, we configure our database schema based on client requirements, such as customer-specific reporting data elements. Essentially, we can develop and design custom database tables to accommodate any data type. When customers find value in a particular data type, we configure the database design to support the load of those data types.

Having over 400 customers across multiple industries and markets, we have the advantage of experience with less typical data types as well. This well-rounded experience makes it simple

for us to quickly respond to a layout request, as well as facilitates our ability to implement new data feeds quickly and with great accuracy.

4.1.6 Maintain on-line access to at least the most recent sixty (60) months of claims data.

Yes, we confirm. We will maintain on-line access for at the least the most recent sixty (60) months of data. With each monthly data refresh, we roll-off the oldest month of claims and store it off-line. Note that we can easily store additional months/years at your request--there are no system-based limitations that will impact the database. For additional information refer to 4.1.3.

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.

Yes, we confirm. As noted in our response to question 4.1.3, there are no system-based limitations to how much historical data we can maintain (either online or off-line). If the need arises, we will work with you to retrieve archived data. Timing can vary depending on the amount of data you want to restore. Over time, you may find it cost effective to simply allow the online database to grow larger. Below, we describe our methodology for archiving historical data. The Board retains ownership of the raw data you supply (or that your health plan vendors provide on your behalf). We process the raw data through our conversion programs in order to build the analytically ready database (we own the software, as well as the software and routines, related to data acquisition, data quality evaluation, data transformation, and the database build).

History Roll-off Process/Archiving Data

While your online, interactive database will always include 60 months of paid data, with each database update, we run a history roll-off process in our database build software to reduce the size of the database or to archive data from the database. The history roll-off process archives and/or removes old facts and their appropriate dimension attributes from the specified fact tables. The detail fact information that is older than a specified date can then be archived as flat files. Roll-off and archival of old data are part of an independent batch process (history roll-off), which runs after the database has been built. Since History Roll-off is an independent process, it is not required to run in conjunction with a database update. There are options to: archive data without rolling off data; roll off data without archiving; or archive data at the time of the roll-off. We can archive or roll-off (delete) data independently based on settings for archive roll-off and delete facts parameters of the History Roll-off task. The data we delete may lag the data we archive (we temporarily retain admission and episode aggregates); however, we coordinate archiving so that two subsequent archives will not contain any of the same data (i.e., archives will not overlap). In addition, we maintain the original files provided to us throughout the contract term.

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.

Yes, we confirm. We share your belief that consulting and analytical support are an integral and critical component of the services a vendor should provide. As part of our service delivery model and to complement our advanced analytic methods, we provide robust and plentiful day-to-day user and reporting support including editing, creating, and interpreting report requests, as well as providing product user support. We staff your account team with highly experienced analytic professionals whose goal is to maximize the value you get from our tools and services, as well as to make recommendations that align to your priorities. We believe this type of support model, included in our base fees, allows you to optimize your account team from both a "getting it done day-to-day" perspective and a broader analytic perspective. We pride ourselves on having deep industry experts that can support you consultatively beyond tool-based reporting support to help you execute your analytic and information strategy to identify relevant and actionable opportunities to improve the performance of your plans and support the needs of your stakeholders.

- At the start of our relationship (as we begin the database implementation), we collaborate on an Analytic Agenda, which shows how the database supports your specific business needs (e.g., program management, trend drivers). Using information gleaned from the Solution Development stage, we set specific analytic goals and objectives for the next year. We have found that setting this agenda early and revisiting it on a periodic basis ensures that you receive maximum value from your investment in a healthcare decision support system. The Analytic Agenda assists you with the integration of the new system into your day-to-day operations. The system will bring new tools, sources of information, and other dynamics.
- On an ongoing basis, we provide a robust model of analytic support to drive your daily needs as well as your overall business strategy.
- Unlike many of our competitors, we also have an Analytic & Consulting Advisory team consisting of different subject matter experts (SMEs) who regularly participate in client strategy meetings, project development, project execution, and development of recommendations for projects in their areas of expertise, as well as serve as industry thought leaders presenting at industry conferences authoring thought leadership materials. Our specialists have expertise in key industry areas such as clinical, pharmaceutical, social determinant, wellness program evaluation/planning, onsite clinic, data science, audit and compliance, risk management, benefits modeling, ACO Development, budget analysis and forecasting, managed care plan design, health and productivity management, clinical and medical management, and health plan performance assessment. We want our customers to use our consulting specialists frequently and substantially--reflective of this, our base fees include access to our

consultant specialists' advice when needed. We consider this as a distinguishing characteristic of our client service commitment. Whenever you want phone or study consultation from a Subject Matter Expert (SME), your account team will arrange it. We understand that each client requires various levels of consulting based on their unique business objectives and the analytic depth of their users and other resources. As part of our core service package to you, we are including one (1) free consulting project per year. Additional consulting projects and retainers are optional and available upon request.

Further, we continue to hold monthly status meetings and quarterly service planning meetings with you to ensure we continually discuss your analytic needs, any open data quality issues, database update status, and more. We also provide ongoing consultative support to help you execute your analytic and information strategy, to identify relevant and actionable opportunities to improve the performance of your plans and support the needs of your stakeholders. We work with you to provide immediate support for analytic requests, coaching and problem solving for your users, and be an extra resource for urgent analytic requests. In addition to this direct communication with your team, we provide a variety of opportunities for communication with your assigned account team and with other clients. Our ongoing account management services also include an annual strategy meeting with your team, periodic satisfaction surveys, and Service Plan development. The Service Plan and the Analytic Agenda serve as an action plan for each year to ensure the quality, appropriateness, value, and timeliness of project deliverables and of the entire partnership. User group sessions allow users an opportunity to share lessons learned and review case studies in successfully applying analytic tools. We also present user tips that promote cross training and improve user proficiency.

We want our customers to use our consulting specialists frequently and substantially--the analytic support we describe above is reflective of this, and we consider it a distinguishing characteristic of our client service commitment. Should the need for a special project arise, we will work closely with you to understand your business need; identify appropriate internal resources; determine the scope of the engagement; and provide a price estimate.

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.

Yes, we confirm. We assign an account team that includes an account manager. The account team will also include project manager, multiple data managers, a data acquisition coordinator, and an analytic consultant, all of whom will be directly involved in performing the design, development, initial database build, and ongoing support and maintenance of your decision support system and database.

Your account manager is the ultimate owner of our relationship with you, including the strategy based on your goals. The account manager has day-to-day responsibility for your account and leads the team that supports your use and application of our solution. Your assigned account manager attends all requirements meetings, weekly status calls, planning sessions, etc., to deliver on your evolving needs and priorities, and ensures you are satisfied with all products and services. This also includes responsibility for monitoring all contract deliverables and coordinating the entire account team's activities to ensure efficient and timely delivery of data

management and analytic and consulting services. They also work closely with you to develop and implement an analytic plan that aligns with your benefits strategies and updating the plan as your needs evolve.

As noted in our response to 4.1.8 above, we conduct quarterly service planning meetings with you to ensure we continually discuss your analytic needs, address open data quality issues, provide database update status, 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.

Yes, we confirm. We will provide training on the system's capabilities at the Board's office and by an experienced trainer (we will pay all training and travel costs as part of our base fees). We typically begin training planning at least thirty (30) days prior to completing the production database and will provide the training schedule and agenda (see the Analyst/Super User objective below) later than ten (10) business days after the go-live date.

We offer training for your designated personnel focused on each component so each user can choose the option(s) that align with their role(s) and need(s). We have several approaches to training including live instructor-led, dynamic, hands-on, detailed application training (including webinars and e-Learnings) with an emphasis on user-generated reporting--see description of this approach below. We also include course materials (manuals, etc.) for each attendee.

Casual Users - for casual users who want answers without having to create content, we provide an initial one-hour overview of all curated point-and-click dashboards available in your own database. Our solution's library of curated point and click dashboards provide information across a multitude of topics including managing populations, managing financials, and cost savings opportunities. Users will get an overview of each of these curated dashboards and learn hands-on how to select filters to drill down into specific populations. Users will learn how to interpret results for your organization and be able to start analyzing data within minutes after database delivery.

Additionally, for users who want the flexibility to work with editable interactive content and build their own dashboards, we include a live, multi-client, instructor-led new user webinar focused strictly on working with editable interactive content and building configurable dashboards. The training covers everything from how to edit the pre-built "jumpstart templates" to how to create a brand-new multi-tab interactive dashboard.

Analyst/Super Users - For those users who want to design reports from scratch and explore advanced methods for analyses, we include new user training on our powerful ad hoc reporting

component. This training includes two instructor-led, detailed, hands-on classes (spanning up to three days) with up to 10 participants for users to design reports from scratch and explore advanced methods for analyses. Designed with a "train-the-trainer" approach, this course enables potential client instructors or subject matter experts to train other end users within your organization. The goal of this approach is to strategically build and shape a self-sufficient and successful user community. Typical new user ad hoc agenda items include:

- Creating and editing ad hoc reports.
- Creating cohorts and study groups.
- Understanding the measures catalog and its use on reports.
- Explanation of analytic methodologies included in the solution and how to use them.
- Creating distribution reports and record listings, and when to use them.
- Drilling down and testing report output.
- Scheduling jobs to run reports at specific times.

After the initial implementation and new user training (continuing into the contract service period), we offer ongoing training support options such as:

- Regular office hour sessions with your account team or a subject matter expert (SME), if needed.
- Multi-client instructor-led webinars and trainings open to all clients (new users are welcome to attend these).
- Online, self-guided instructional videos and tutorials designed for the more casual user.
- Advanced classes after the initial training for those users who would like to use advanced methods for their analyses.
- Refresher trainings to new system users who need some extra attention.

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.

Yes, we confirm. When we perform upgrades (or a patch becomes available) we provide release notes that describe new features and enhancements and contain links to documents containing release highlights, an impact analysis, known and resolved software issues, and upgrade instructions. In addition, your account team and our product support team can answer questions regarding the new version.

Depending on the complexity of the release, our training specialists can also be involved in conducting ad hoc training sessions. However, if the complexity of the release warrants it, we begin training immediately after the release.

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).

Yes, we confirm. An unmatched strength of our service is the extensive and in-depth attention we pay to data quality issues. Competitive research indicates our testing processes are the most thorough in the industry. We take responsibility for working directly and constructively with each data supplier to acquire the data and achieve acceptable data quality throughout our contract with you. During the process, we notify you if there is an issue but continue to take responsibility for working directly with the data suppliers to resolve. We provide status or ask for input from you when needed. Core to our service is our promise to continuously work with your data suppliers and you to facilitate this feedback loop and resolve all concerns that exist within the source data.

Upon receiving the data, we perform a rigorous raw data testing process. We investigate the root cause of reported data problems by looking at the raw data and following it through our processing logic. Once we identify the root cause, we discuss our findings with you and find a solution going forward. If there are issues with the data, we also alert your data supplier(s) and work with them to ensure the same problem or issue does not occur again. Throughout the data investigation and review process, if we find an issue, we will document the issue for tracking and review them with you in our status meetings to ensure all users are aware of the status for outstanding issues. After all raw data issues are corrected, we move forward with converting or standardizing the data and performing another series of tests against the converted data.

Our data quality assurance efforts continue with each database update. We test the new data, preparing new data quality reports to identify problems and data anomalies specific to each data source. If we encounter unforeseen issues, we work with the suppliers to assess the problem and manage a solution. The reports also serve to track the progress of data quality improvements over time.

We load claims that do not match to eligibility in the month of service and attempt to find an eligibility record in close proximity to the service month. To elaborate on our process our database build uses the service date on the claim to determine which month of eligibility data to use to “tag” the claim with demographic and other eligibility-related data. The tagging process first attempts to find a match in the eligibility month that matches the service date on the claim. If it cannot find a matching record, it looks back one month. If a match is not found by looking back one month, the process then looks “forward” in the eligibility file one month at a time until it finds an eligibility record for the claim. For example:

- If a claim has a service date of May 2024, the build process first looks for a match in the May 2024 eligibility data.
- If no eligibility data exists for May 2024, the system looks “back” to the April 2024 eligibility data for a match.

- If no match exists for April 2024, the system looks “forward” in the June 2024 eligibility data, then July 2024, then August 2024 and so on until a match is found, or no more eligibility data exists in the database.
- If no match is found after this search, the claim data elements normally populated by the eligibility data are set to “missing” or to a pre-agreed value that represents the missing condition.

The tagging process is a data quality checkpoint for review with each update. We closely monitor failures on this report to ensure reasonable tolerance with a minimum of 97% match rate. When we identify a problem with tagging, we investigate with the data supplier the records that are not matching in order to correct the data files we receive. In some situations, we will have the supplier correct historical files. While our acceptable linking rate between eligibility and other sources is 97%, many clients tag in excess of 99%. We will work with you and your data suppliers to achieve a rate that is appropriate for your database. We will put action plans in place to improve rates for any suppliers falling below the threshold and will continue to monitor them with each update.

Depending on the report definitions you establish, you may or may not elect to include claims without matching eligibility data in your report(s). For example, if Coverage Type is provided by eligibility data and a claim for a particular month does not have a matching eligibility record, the Coverage Type for that claim is set to “missing.” If the report is set up to report only on claims with Coverage Type set to “family,” the claim with a “missing” we do not include it in the report. However, if the report controls include all claims for a particular plan (and we do not use Coverage Type as an inclusion control), then we would include the “missing” Coverage Type claim in the report.

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.

Yes, we confirm. Our formal Incident Response Plan includes an incident response process and reporting in place to investigate any potential incidents and report actual incidents to the Board. Our documentation lays out an escalation and notification process, as well as the rules of engagement among several groups that may be involved in an incident response. Senior management have responsibility for overall management of business disruption events, critical response, and recovery efforts. Our response and recovery activities include conditions for activating the plan(s) and the associated roles and responsibilities. It requires identifying and mitigating all vulnerabilities that were exploited, removing all malware, inappropriate materials and other components, and remediating any affected systems discovered after incident closure. Recovery activities also include mechanisms to communicate with clients as well as notification and escalation to external stakeholders, emergency responders, and law enforcement. We clearly outline notification procedures describing customer/client-specific notification requirements and a process for assessing and executing client and third party notification requirements (legal, regulatory, and contractual) and notifying the client when we confirm unauthorized access to scoped systems and data. It also includes a feedback process to ensure we provide those reporting information security events results and we have dealt with and closed the issue.

4.1.14 Provide adequate security protocols and data protection measures to assure that all data is secure from unauthorized outside access and system breeches.

Yes, we confirm.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

4.1.15 Maintain appropriate disaster recovery and business continuity procedures as necessary to assure preservation and continuous availability of the data.

[REDACTED]

4.1.16 Provide management reports to the Board on a quarterly basis in a format acceptable to the Board.

Yes, we confirm. Under our prior contract with you, our process included regular Key Trends reports for the Board. We are happy work with you to design new management reports for the Board on a quarterly basis.

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.

Yes, we confirm.

Transition

We expect the initiate and transition phases to be a swift, parallel process, resulting in a seamless transition. Our knowledge and experience from working with you in the past will aid in the transition. Our focus in the transition phase will be to leverage our baseline knowledge and reinforcing as needed. In this phase, we will be aggressively moving forward to complete the activities that facilitate our jumpstart into execution of the scope of work. The outcomes of the transition phase include, but are not limited to:

- **Complete Knowledge Transfer:** We will complete the activities and the requisite knowledge acquisition for new personnel.
- **Reviewed and Approved Plans:** We will work with leadership for the approval of the updated Implementation Plan and Project Management Plan, incorporating any changes agreed between our respective teams based on the review and feedback. We will use the approved plans as a baseline to track any future changes.
- **Plan to Mitigate Risks and Issues:** We will document any risks and issues during Transition with the State and validate the approved plan for mitigation. We will use the initial plan as a baseline and track for closure throughout the project lifecycle.
- **Baseline Artifacts:** We will use all the artifacts (i.e., documentation, tools, configurations, and processes, etc.) we identify in both the initiation and transition phase and establish a baseline for tracking any continuous updates throughout the project lifecycle.

Execution

In the execution phase, we will focus on effectively implementing the approved plans using the documentation, tools, processes, and configurations with the skilled personnel. We will be monitoring the stability and uptime of the solution while facilitating iterative reviews, continual feedback, learning, and improvements based on feedback.

Kickoff Meeting

After system acceptance, we will conduct a kickoff meeting with the State's project team and identified stakeholders. Our ongoing efforts on the project will help to ensure that we are exceptionally well-prepared. We will initially engage with the States and other stakeholders, introduce our team, outline our approach, and discuss our proposed schedule. This meeting

marks the inception of forging new relationships and nurturing existing ones, as many of our proposed team members have already established connections with the State.

During these initial meetings, a series of agenda items will be discussed and addressed along with capturing information including meeting minutes, and action items. Our initial focus will involve discussing the revised Implementation Plan and Project Management Plan, making refinements based on inputs from the State, and adjusting the plan according to the State's recommendations. Additionally, we plan to discuss our staffing, reintroduce our existing team members and introduce our new team members. We will work with the State to review the risks, develop mitigation strategies, and establish plans for managing these risks effectively. Our strategy will be to continue managing these risks and issues in a manner that minimizes their impact on the application and integrate the risk management into the organization's decision-making processes to ensure that all existing risks and future risks are considered when making new strategic and operational decisions. This helps align the risk and issues with business objectives and enhances the project's ability to achieve its goals. In addition to addressing existing risks and issues, we will be open to discussing any other concerns or topics that the State team wishes to bring to our attention.

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.

Yes, we confirm. We will comply with this requirement.

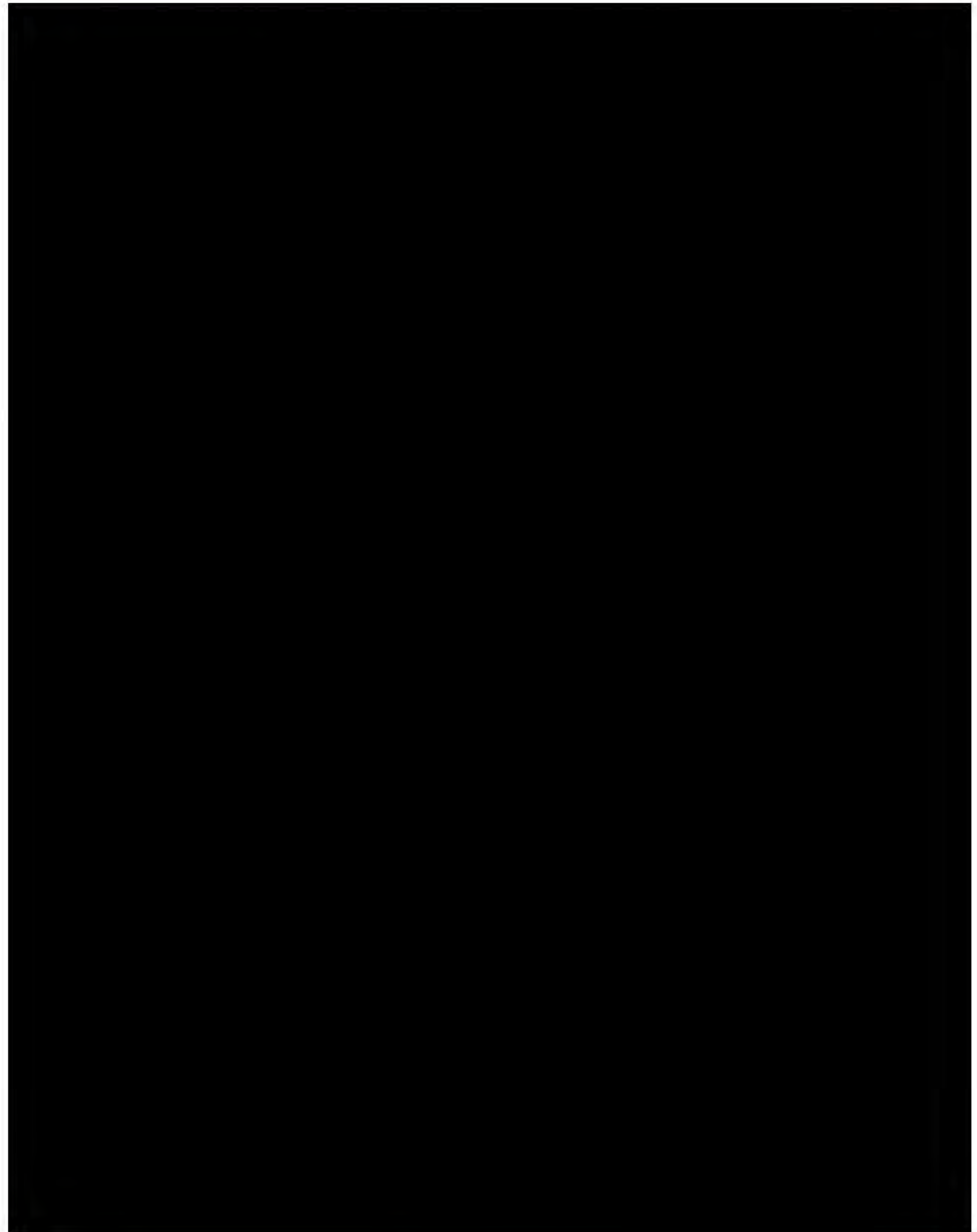
4.1.19 As requested by the Board, provide other such services for which the vendor has the technical capability to render.

Yes, we confirm. Described below are additional services we currently provide to other public plan sponsor clients.

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.

Yes, we confirm. Merative's SOC 2 Type II report for the Merative Health Insights System for the period October 1, 2023, through September 30, 2024 was issued by Price Waterhouse Coopers LLP on November 15, 2024. The full documentation requested is considered Merative Confidential and if needed can be provided when an NDA is executed.

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.

Yes, we confirm. We can provide access to the system for a minimum of eight (8) designated users as you describe above. To protect your data, all third-party consulting and actuarial firms must execute an agreement if one does not currently exist. There is no limit in the application on the number of concurrent users.

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).

Yes, we confirm.

[REDACTED]

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[REDACTED]

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

4.1.23.a Accessible by up to eight (8) users using Microsoft Windows based personal computers

Yes, we confirm. The system can be accessible for eight (8) users using Microsoft Windows based personal computers.

4.1.23.b User friendly

Yes, we confirm. We designed our solution with the end user in mind and provide different types of reporting and visualization access based on user needs with a focus on ease of use in defining queries, drilling down to insights, and providing customizable reporting. Below we briefly describe our intuitive and easy to use reporting tools that meet both dynamic and on-demand analytics.

Dashboards

Our solution includes a set of highly visual, interactive dashboards covering topics in the areas of Population, Financial, Clinical, Pharmacy, and Population Health to answer common business questions about the healthcare experience and aids in understanding what is affecting cost, use, and quality trends, surfacing the most important metrics in your healthcare spend and identifying savings opportunities. The easy-to-use dashboards provide rapid access to information on overall program performance with the flexibility to “slice and dice” the information by multiple configurable dimensions of common business interest, as well as time parameter selections and dashboard specific filters. These dashboards anticipate the frequent questions payers have about trends, cost drivers, comparisons to benchmarks, high-cost claimants, compliance with evidence-based guidelines, and other key topics. The interactive dashboards have easily digestible visuals that accelerate the “time to answer.” All standard dashboards include configurable filters that persist as you traverse multiple dashboards, saving time from having to select the same filters from dashboard to dashboard and enhancing focus on a particular view of data to answer questions. In addition, we built in hierarchies for fields so you can drill down to more detail. We also include drill-through reports to provide additional analytic pathways to additional dashboards and report views that give you more details and metrics about the topic, including patient lists for selected reports, available to authorized users.

Personalized, Focused Dashboard

Our solution also offers a personalized dashboard available from the home page—users select elements from our content catalog to populate their personalized dashboard across different categories--Clinical, Cost and Use, Pharmacy, and Population--thus creating their own personalized, home page dashboard so they can focus on the things they want to see upon logging in.

4.1.23.c Capable of maintaining medical and pharmacy claims data

Yes, we confirm. Our standard data model includes both medical and pharmacy claims. In addition, our proprietary, rigorous, and clinically rich episode construction methodology (MEG) incorporates inpatient, outpatient, and drug experience into clinically relevant episodes of care.

4.1.23.d Ad hoc report building capability with graphic presentation ability

Yes, we confirm. We have a full ad hoc reporting functionality that provides users with an intuitive and easy-to-use interface giving them the power to perform unlimited ad hoc inquiries and analyses within the solution with access to the full database to produce a myriad of fully configurable reports based on any view of the data they select. It also includes the Cohort Builder that provides you the ability to create powerful and complex views of the data without having to know SQL and other complex coding languages, know specific diagnosis or procedure codes, or have other deep technical skills in order to get to the population of interest. We also have reporting capability that allows you to create list reports directly against the tables in the database.

4.1.23.e Allow exporting data to Microsoft Office applications such as Excel and Access

Yes, we confirm. You can export all content to CSV, Excel, PDF or JPG as appropriate. We work closely with software tool vendors to ensure we deliver a high-quality solution and to evaluate new capabilities. We have developed a number of workflow solutions based on Microsoft Excel and PowerPoint. You can export/embed the data and visual images into Microsoft tools such as PowerPoint. We are also extending the current architecture with a Web services-based framework to extend the usability of the wide array of healthcare analytics available in the application.

4.1.23.f Able to integrate claims information, enrollment information, and wellness data

Yes, we confirm. We frequently capture wellness program data. We designed our solution to accept data from a wide variety of sources and formats such as, behavioral health, coaching, disease management, case management, lifestyle management, fitness trackers, and a variety of others. We identify every record in your system with a person ID and a family ID. This allows us to link these data with the members' eligibility, medical and prescription drug claims, health risk assessment (HRA), biometric, and laboratory values. As a result, you are able to easily monitor your members' wellness and measure your wellness programs' performance. Additionally, we also routinely analyze self-reported behavioral and lifestyle risk, and the presence of chronic conditions, in conjunction with HRA data, medical and pharmacy claims, and other claims data to provide both an individual's perception of risk and the risk evident from their healthcare utilization. These features provide a strong foundation for rich analysis which will assist in your decision-making process.

4.1.23.g Allow for independent analysis and study, providing “drill-down” capabilities to the level of individual participant or provider

Yes, we confirm. Our solution provides both the highest level of aggregation and the ability to report at the lowest transactional level in the database (for users with appropriate security access). The eligibility data we request is at the member level and allows for reporting on many different cuts of the data (e.g., age, sex, gender, encrypted ID, department, etc.) such as the medical plan the person is enrolled in, or the agency or department which the member belongs.

Using an easy and flexible point-and-click interface, you can access detailed data to create virtually unlimited numbers of reports or queries—broad expenditure or utilization trends to specific provider or patient activity. It is important to note that you authorize what level of detail a user can access. During implementation, we will set up security views based on the designation you establish.

See below for a snippet of our Potentially Avoidable Admissions dashboard, showing a provider-level report.

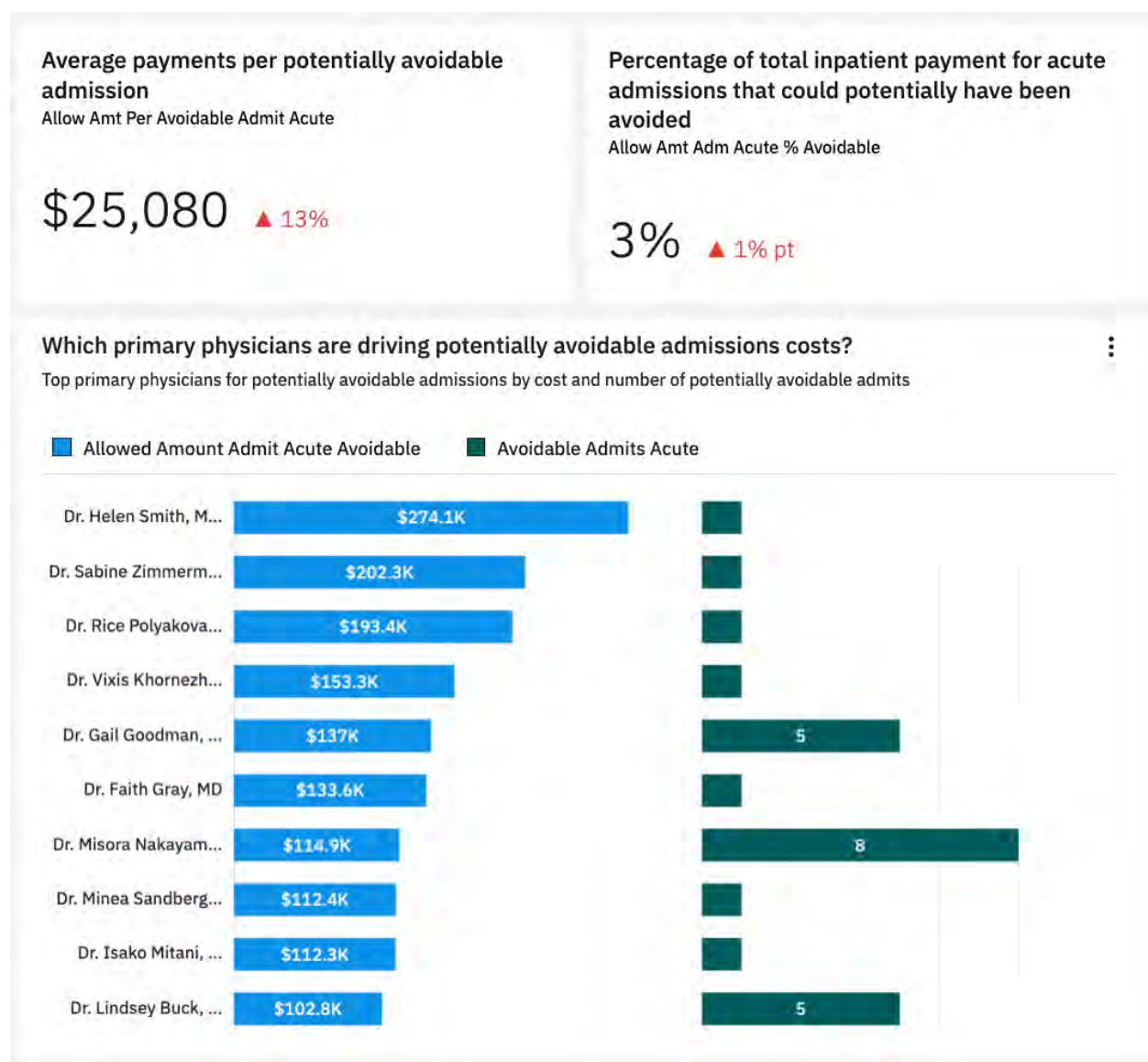


Figure 2. Potentially Avoidable Admissions Dashboard

4.1.23.h Ability to subset the data on various levels to allow flexibility in reporting

Yes, we confirm. Our reporting platform offers unrivaled flexibility in cohort (subset) creation and reporting ease for many types of ad hoc cohort analyses. You can identify cohorts using specific IDs or through a defined subset of the total population using a combination of attributes such as demographics, claims experience, and cost. You can also build them using user-defined lists, attribute values, grouped attribute values, and subsets. Once you create them, you can compare the groups to benchmarks or to each other over time to understand trends. To add the subset to a you report, you simply select and drag it onto the report. In addition, our ad hoc reporting also includes the Cohort Builder. Using the Cohort Builder, you will have full control to build your own views of the data, from simple filters to complex cohorts

that utilize time window criteria (e.g., “return patients who had an ER visit within 30 days post discharge of an inpatient stay for specific DRG”). You can use multiple cohorts on a report to compare across cohorts. In addition, multiple types of data (admissions, episodes, claims, etc.) are available to use on the same report, linking the content dynamically through your reporting, thereby reducing the need for multiple reports.

4.1.23.i Allow for customization to meet the specific needs of the Board

Yes, we confirm. As we did under our prior contract with The State, we will configure your database to meet your unique reporting and analytic requirements via configuration through our data model, customization of the various report templates and measures, as well as settings used during the database build process. Users have a high degree of flexibility--mainly through the customization of the various report templates and measures, as well as settings used during the database build process. This flexibility, built into the wide range of reporting in the application, provides maximum flexibility and eliminates the need for clients to modify the application itself. Users can easily configure reports by selecting or even combining dimensions, measures, and timeframes to fit their needs.

Our Measures Catalog, which is foundational to our reporting system, includes more than 3,000 standard healthcare measures. For nearly all of our clients, these measures are sufficient to cover their business reporting needs, so we typically do not include custom measure development after implementation in the cost of the solution. However, should you need a measure that is not currently in the catalog, your designated power users can copy and modify standard measures to create new, custom measures. All standard measures can be used as “building blocks” to speed the creation of custom measures. Once created, you can store the new measure in the “enterprise” measures library or a restricted library for future use. This capability helps to further configure the system for your unique purposes, helps improve the consistency of results organizationally, and expedites reporting. You can also create customer-specific measures by using the measure editor and specifying how information should be summarized and calculated. For example, you may want to modify the diagnosis or procedure codes used to define a standard measure. We can also create custom measures for you.

We designed our solution to be flexible so it can meet the specific needs of each client. So, we also work with you early on to determine your needs through a User Needs Analysis and then identify the most appropriate way to meet those needs through our data model configuration options. We also provide a high degree of configuration and self-service customization for you through the solution's functionality and our delivery approach. The solution provides interactive dashboards and a packaged set of reports available to you that are configurable to your reporting needs.

You can modify the standard set of more than 20 highly visual, interactive dashboards (covering topics in the areas of Population, Cost and Use, Clinical, and Pharmacy) as needed so you can personalize and create dashboard views that represent key unique elements about your organization and your areas of interest. You can set various parameters on any dashboard report including account-specific filters, report-specific filters, and preset drill paths. These parameters ensure the report output meets each user's unique needs. Some examples of available modifications are changing the period of analysis, selecting preset population filters (e.g., plan) and specifying any value or values within the selected filter.

Because the dashboards are interactive, you can also easily filter the reports by selecting components within the charts and graphs.

4.1.23.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

Yes, we confirm. Your account team is responsible for providing analytic consulting support and advice, in addition to the routine technical and product support your users may access from time to time. We work together with your staff to understand your business objectives and special challenges, and we will identify an Analytic Agenda appropriate to meeting those needs. The purpose of this Analytic Agenda is to plan a structured approach to utilizing consulting days, to ensure that they are being applied to deliver optimum value.

Each customer requires different levels of consulting based on their unique business objectives and the analytic depth of their users and other resources. We have a wide array of analytic services available, and we structure each customer's Analytic Agenda to ensure a significant return on their investment in the healthcare decision support system.

The services most frequently requested by customers are in-depth research for budget preparation, annual benefit plan modeling, employee contract negotiations, strategic planning, disease management, health plan performance evaluations, and plan/provider rate-setting. Your account team delivers these services supplemented with services from subject matter experts and resources with specific analytic expertise. Roughly half of our employer customers include a block of pre-paid analytic consulting days into their service package.

Examples of consulting services provided to clients include:

- Provided a state government client with a literature review regarding the impact of patient cost-sharing on drug compliance and overall health.
- Worked with a state government client to model and forecast ROI for the State's wellness program.
- Prepared reports for legislative sessions, budget hearings and union negotiations.
- Counseled a state government client and a public university client on approaches to measure the ROI of wellness and health promotion programs.
- Conducted monthly calls with a large employer client's leadership team to help with their ongoing provider performance measurement initiative.
- Leveraged our Truven™ Benefit Modeler (which we are providing to you at no cost) to evaluate the impact of plan design changes, using a combination of actuarial modeling assumptions and the client's own historical claims experience.
- Developed a "best practice" CDHP data model to support key analytics and worked with the account teams to implement it. Also developed a CDHP dashboard to track health fund utilization and create projections for quarterly reporting.

- Prepared several healthcare financial analyses, including underwriting for cost projections, plan migration, and benefit models, as well as reporting solutions for both active and retiree populations.
- Measured the impact of federal healthcare reform on future plan costs, such as: broader coverage of preventive care services, increasing the age limits on mandated dependent coverage, and helping clients address how best to use their ERRP funds.
- Conducted several payment integrity scans (e.g., identification of problems such as payment for mutually exclusive procedures and procedure upcoding).
- Provided ongoing review and consulting for a client on their disease management contractor's adherence to appropriate standards.

If you require consulting support beyond what is provided in this proposal, we offer a variety of consulting services and will work with you to estimate scope and any additional costs.

4.1.23.k Maintain enrollment and provider data

Yes, we confirm. We integrate both enrollment and provider data into our tool.

4.1.23.l Ability to provide Healthcare Effectiveness Data and Information Set (HEDIS) measurements

Yes, we confirm. We provide NCQA allowable adjustment certified HEDIS metrics in our solution. HEDIS measures are a component of our robust Measures Catalog to support ad hoc reporting capabilities. Our solution comes with over 3,000 predefined quality, cost, and utilization measures. This includes measures and rules based on NCQA allowable, adjustment-certified, HEDIS measures; Low Value Care from Choosing Wisely; Medication Management from Pharmacy Quality Alliance (PQA); Avoidable Admissions from Agency for Healthcare Research and Quality (AHRQ); and the administrative-based CMS Star measures, to name a few. Our solution provides a host of quality, evidence-based measures that address additional outcomes such as readmissions, complications, mortality, and disease progression. We create the measures from integrated eligibility, medical, and other data and include sums, rates, and ratios that provide valuable insights into program performance. The Measures Catalog provides definitions for an extensive number of clinical measures, many of which have complex definitions. The Measures Catalog is the foundation of our solution's healthcare reporting capability. With the Measures Catalog, you can interact with the measures as objects in the database by simply dragging them into queries and reports. Measures created from different tables or subsets of the database can even be grouped together on one report.

We offer pre-created metrics for each quality rules measure with and without continuous enrollment and summary metrics to evaluate compliance. Additionally, we have built in physician attribution and several reporting fields related to quality (e.g., summary fields) and fields that indicate the last event date related to a particular measure to surface relevant information to drive actionable insights and care management purposes.

Our solution also supports the incorporation of custom, client-specific measures and rules.

4.1.23.m Maintain and track the enrollment and claims associated with participants in the disease management program, wellness program, or other specific programs

Yes, we confirm. We frequently maintain and track the enrollment and claims associated with disease management program participants evaluate the performance of existing programs. We can run a range of more exploratory analyses, like linkages between health markers from the claims and business metrics like turnover rates and employee engagement scores. This type of analysis can then identify opportunities for a new program.

You can leverage our solution for evaluating program effectiveness to validate and support ongoing program investment. Our evaluation approaches range from out-of-the-box, readily available analysis to customizable and complex depending on the level of rigor needed. Our software and consultative support services provide the premier platform for the implementation and evaluation of all wellness and disease management programs. Our solution provides extensive capabilities to support identification and evaluation of your disease management and health promotion programs, as well as determining how the benefit design can influence their success. It can track each program's enrollment, retention, and results. It can easily quantify the cost and utilization experience of a defined population for all diseases and compare these measures to normative data. These capabilities help you to assess: the illness burden of a given population or community health cluster; the prevailing treatment practices as reflected in the claims for those members; and the potential for cost and quality improvements through targeted disease management programs. We help you quantify the potential return on investment of launching or subcontracting case management, disease intervention, nurse on call, and other programs for managing demand and improving outcomes. This is one of the most important ways in which our system provides value.

Our significant client base has also afforded us an opportunity to provide normative data and opportunities to compare the performance of programs, health plans, and employers against others. This ability, provided through our MarketScan product, can be crucial when developing or assessing benefit design options or the wellness and disease management programs themselves.

Where possible, program evaluation analytics report on an intervention cohort and a counterfactual cohort. The purpose of the counterfactual cohort is to determine what trends, if any, are experienced by the intervention group that may not be experienced by a group not exposed to the intervention. Features of the solution make the design of the intervention cohort and the counterfactual cohort straightforward yet also provide for the flexibility to account for multiple population characteristics. We have a proven track record of integrating non-standard health and wellness information that can be used to assess the impact of programs. Examples of non-traditional data sources we routinely use in program effectiveness evaluations are:

- Lab/biometric data.
- HRA or self-reported wellness data.
- Productivity, absence, retention.
- Performance data.
- Other HPM data like disability and Workers Compensation.

We provide a sample dashboard below that you can easily create to manage any program of interest loaded to the database.

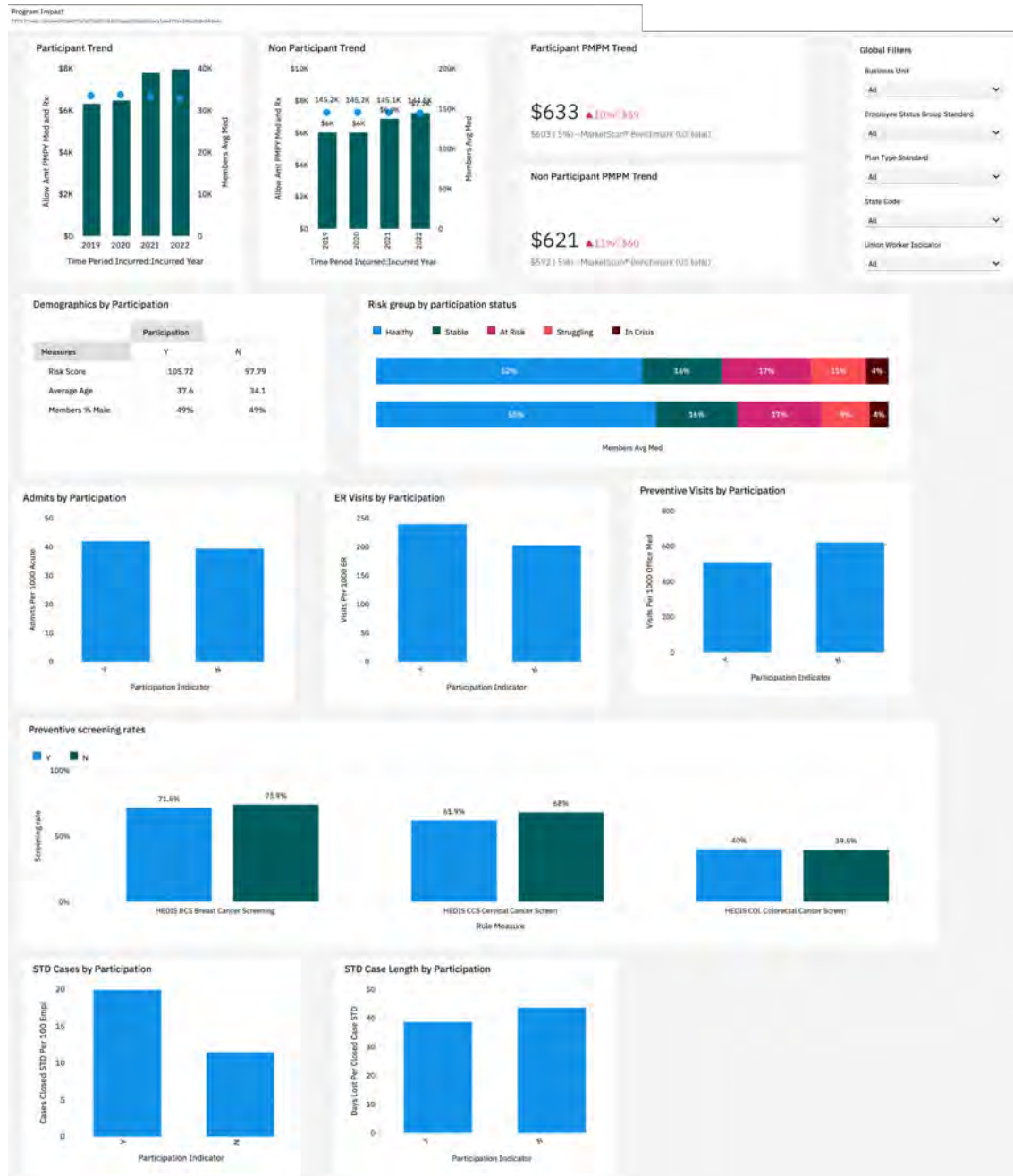


Figure 3. Sample Dashboard

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.

Yes, we confirm. We permit third-party access, and they must assign an agreement prior to providing access to your data.

4.1.25 Must have/provide the following functional system requirements:

4.1.25.a Ability to link all claims related to hospital admission

Yes, we confirm. We have a built-in inpatient grouper (admission build) that summarizes all services for a patient that occurred during an acute inpatient confinement episode. We assign MDCs and DRGs to inpatient facility claims using the standard CMS Grouper. It supports comparisons to normative data and making fair comparisons between providers. It includes classifications of inpatient admissions by admission type, which is determined by the case's MDC and DRG. The DRG is made available for users. There are five broad admission type classifications: Surgical, Medical, Maternity/Newborn, Psychiatric and Substance Abuse, and Other/Unknown.

See a sample of our standard inpatient experience dashboard below.



Figure 4. Standard Inpatient Experience Dashboard

4.1.25.b Ability to link all claims related to outpatient episodes of care

Yes, we confirm. We identify episodes of care using the Medical Episode Grouper (MEG), a proprietary grouping methodology we created. MEG is a rigorous, clinically rich episode construction methodology that incorporates inpatient, outpatient, and drug experience into clinically relevant episodes of care. We apply episodes to the database with each database update, enabling you to use the episode group as the unit of analysis to perform comprehensive profiling of physicians and other providers. Individual claims are linked to episodes through a unique Episode ID. The episodes are invaluable as you evaluate chronic disease management programs and analyze services delivered to a patient for treating or preventing health problems.

Grouping of Outpatient Surgeries and Procedures: Our proprietary Outpatient Event Grouper (OPEG) methodology addresses the inherent difficulties in using administrative (claims) data to consistently analyze outpatient procedures. It does so by aggregating professional and facility outpatient data into distinct healthcare “events,” using statistical models to identify the associations between outpatient claims and define the appropriate aggregations. The objective is to enable analysis of variation in outpatient procedure price and utilization. OPEG focuses on major outpatient surgical procedures, major invasive diagnostic procedures, and major radiology procedures.

Categorization of Ambulatory Procedures: We apply a Procedure Group classification system to professional and facility CPT-4 procedure codes. These 470 Procedure Groups organize outpatient medical procedure codes into higher level categories. For example, there are Procedure Groups for laparoscopies, mammograms, pap smears, and nail debridement, each of which consists of multiple detailed CPT procedure codes. Procedure Groups provide a useful way to analyze outpatient facility and professional cost and utilization at a more comprehensive level than the individual procedure codes.

Creation of Episodes of Care: The Medical Episode Grouper (MEG) is a rigorous, clinically rich episode construction methodology that incorporates inpatient, outpatient, and drug experience into clinically relevant episodes of care. Key portions of the MEG are based on our Disease Staging methodology. Using Disease Staging, claim and encounter records are assigned a disease category and a severity level, which are used to define clinically distinct episodes of care. Claims and encounters are then linked into episodes based on clinically specific clean periods between care encounters. A summary record of the key measures—like number of admissions, number of office visits, lab tests, and ER visits—is created for each episode to support episodic analysis.

Using the episode group as the unit of analysis, analysts can perform comprehensive profiling of physicians and other providers. Episodes also allow users to evaluate chronic disease management programs and analyze services delivered to a patient for treating or preventing health problems. By using our episodes, decision-makers can accurately evaluate the success of programs designed to manage the cost and quality of healthcare across the continuum of care in all delivery settings.

4.1.25.c Ability to assign Major Diagnosis Categories (MDC) to inpatient cases and outpatient services

Yes, we confirm. We assign MDCs to inpatient cases using the standard CMS Grouper during the database build process. We assign it at both an inpatient admission and claim level. See below for the user's view of MDC information from within the solution.

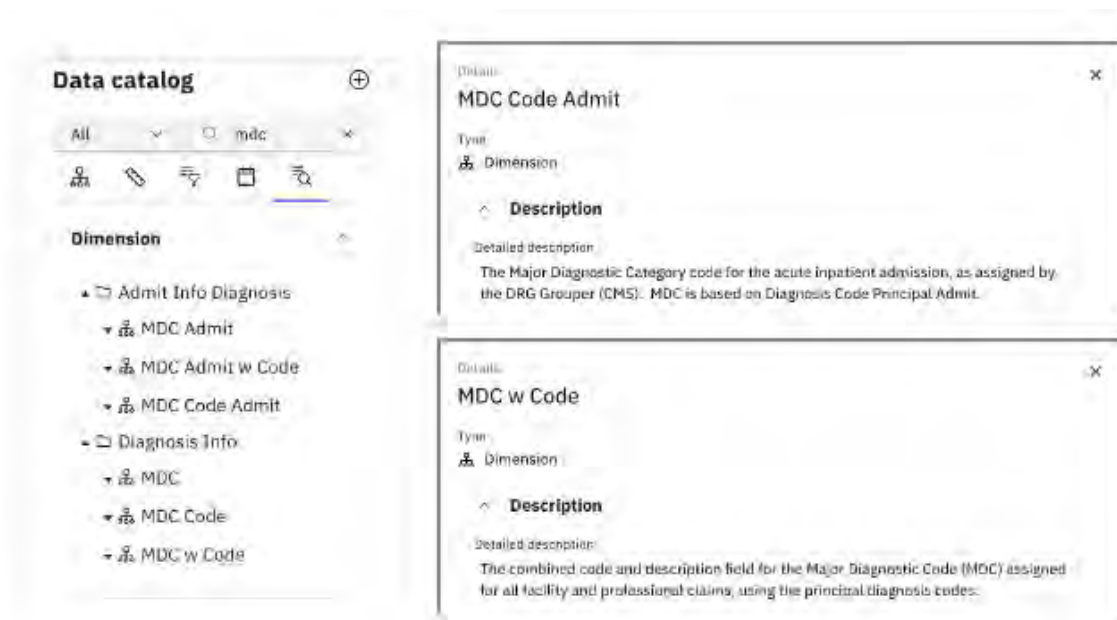


Figure 5. User View of MDC Information

4.1.25.d Ability to assign Diagnostic Related Groups (DRG) to inpatient cases

Yes, we confirm. We assign DRGs to inpatient cases using the standard CMS Grouper.

4.1.25.e Ability to link family participants

Yes, we confirm. We link family members during the conversion and build process and create a Family ID field, a unique identifier for the subscriber and their associated dependents. We do this automatically with both the initial database build and all subsequent updates.

4.1.25.f Ability to provide audit trails

Yes, we confirm. The system's administrator capability includes a usage tracking reporter, which provides an auditing mechanism on summaries of individual user activity. The system also provides audit logs for all user activity. Audit logs include sufficient information to establish what events occurred and who (or what) caused them. The audit log includes the following information:

- Type of event (such as network, server, and application).
- When the event occurred.
- User ID associated with the event.
- Program or command used to initiate the event.

Our solution also logs all user transactions against confidential data at the database layer. This logging is performed for all user privilege levels, including system administrators. Finally, the system also logs service interruptions.

These reports enable an administrator and your account team to monitor the frequency and extent of the system's use. They periodically review this information with you to evaluate usage patterns and system performance and to ensure that your users are taking full advantage of the system. Clients can request their usage reports in easy-to-read formats via the Product Support Website.

4.1.25.g Ability to edit data for reasonableness and accuracy

Yes, we confirm. A unique strength of our service is the extensive and in-depth attention we pay to data quality issues. We take responsibility for working directly and constructively with each data supplier to achieve an acceptable yet cost-effective level of data quality. Our testing processes are the most thorough in the industry.

It is important to note that our concept of “cleansing data” does not involve changing the values in data elements that may be in error. In many cases, it is not clear which data element contains the faulty information. Our approach is to understand the anomalies in the data, help our customers understand them, and then work together with the customer and the data suppliers to make improvements over time. However, there are two instances when we do change the data value: we change the raw diagnosis code or procedure code if we can determine reliably what the correct diagnosis or procedure code should be. We typically do this when a raw data four-digit diagnosis code should contain five digits, and the fifth digit does not change the assigned DRG—we would add a fifth digit that indicates “not specified.” If the addition of the fifth digit would result in different DRG assignments, we do not add the fifth digit because there is no reliable way to know the correct digit.

4.1.25.h Ability to link eligibility data to claims data

Yes, we confirm. During the integration process, we generate a unique member identifier (Person ID) used to link eligibility data to claims and encounter data from disparate sources. Our method requires unique identifiers to be supplied on all files (such as the employee's Social Security Number in combination with member DOB and gender code), which is consistent across all data feeds. We then send the identifying fields that are supplied on each file from across the various sources through an encryption process for masking and protection. The result is an assigned Person ID to represent a unique member. We use the Person ID as the key to linking all claims and other data types to eligibility.

4.1.25.i Ability to report claims information on both incurred and paid bases

Yes, we confirm. You can report on either an incurred-date or paid-date basis. Most users typically prefer to report experience on an incurred basis (that is, date of service) rather than a paid claims basis for analytic purposes. However, when reporting on an incurred-date basis, periods near the end of the paid date are often incomplete due to claims lag. For example, we update the database with paid claims and services incurred through December 2024, there are numerous services that will have been delivered through that same period, but which most likely have not yet been paid. This is commonly referred to as IBNR—claims Incurred But Not Reported. When conducting incurred claim analysis, you have the option to use incomplete data (that is, actual incurred claims) or completed data (that is, adjusted for dates of service not yet paid due to claim lag).

Our solution enhances incurred-date reporting by adjusting for the absence of data on recent services. IBNR factors are generated automatically from claim lag trend factors by claim type and then applied, at the user's option, to "gross-up" data in current periods. In this way, you can accurately report trends based on incurred date without under counting services recently delivered. This capability is especially helpful in analyzing the cash flow experience of self-funded programs. In the case of fully funded plans, it can help in negotiating better rates and discounts with the health plans. Typically, IBNR factors are updated annually or when a change occurs that affects them. Examples include the addition of a new data source, a change in plan design that impacts how claims are paid, or a change in the adjudication process that affects claim payments.

4.1.25.j Ability to maintain detailed information regarding drug claims including, front end deductibles, ingredient costs, dispensing fees, and co-payments

Yes, we confirm. There are many cost and utilization metrics readily available to support your analytic needs. This includes the ability to look at allowed amount, employer paid amount, and out of pocket amounts for each pharmacy claim as well as ingredient cost, dispensing fee, and sales tax. For utilization, you can use standard fields such as number of scripts, patients, and days supply. You can further split along standard claims-based fields such as formulary indicator and dispense-as-written indicator.

We use our Merative™ Micromedex® RED BOOK® as the source of therapeutic class information and for drug information in our solution. Because our solution merges your claims data with our RED BOOK, we have a significant number of claim attributes readily accessible for pharmacy data. RED BOOK is the oldest and most trusted source of drug pricing and descriptive information in the US for over 200,000 active and inactive FDA-approved prescription and over-the-counter medications, pharmaceuticals, and chemicals, as well as for some medical devices and supplies. Using RED BOOK, we enhance pharmacy claims with additional data to allow us to run queries for a variety of pharmacy-related analytics. You can create drug lists by fields such as product name, therapeutic group, or therapeutic class without having to know the thousands of NDC codes for these drugs. RED BOOK attributes we include in our ad hoc reporting solution include, but are not limited to:

- Brand vs Generic Products
- Chronic vs Acute Medications

- Medication Form (oral vs injectable)
- DEA Scheduling
- Therapeutic Classification
- Drug Manufacturer
- Medication Strength
- And many more!

We also maintain a list of specialty drugs updated periodically to reflect new FDA-approved specialty drugs. To be considered for inclusion on this list, a newly approved FDA drug must meet several specific criteria that indicate the drug is handled outside the standard pharmacy processes. These include, but are not limited to, development complexity, rare disease treatment, administration techniques and supervision, patient safety concerns, high costs, or being a chemotherapy drug.

See below for our standard pharmacy details dashboard.



Figure 6. Pharmacy Details Dashboard

4.1.25.k Ability to link medical claims data to pharmacy claims by individual, family, sub-groups, etc.

Yes, we confirm. The database contains information at the individual person level and the claim service level, in addition to aggregate tables. We link data across the various benefit programs using an encrypted Person ID. We identify and coordinate the encryption process across the various data suppliers as part of the implementation process. This linkage enables you to produce information, by individual, family or group, of the total picture of healthcare utilization.

During the process of accepting, processing, and loading the eligibility data, we build an eligibility table that enhances the integration of person-specific information across multiple benefit programs. The eligibility table enables the system to produce accurate population-based rates of cost and use (e.g., per 1000 and per member) that are more meaningful than the summary data produced by less advanced systems. The design of the eligibility table lets you analyze fluctuations in eligibility on several levels, including monthly.

4.1.25.l Ability to provide cross-links to all participant and provider demographic and geographic indicators

Yes, we confirm. You can easily link, map and compare participant and provider demographic and geographic indicators. Our solution provides standard templates targeted towards various use cases including provider profiling. It has many provider-based fields for reporting, including provider ID, provider name, provider location, and provider type. You can report on multiple provider IDs (for example, Tax ID, DEA number, and client-specific IDs) for each provider. This flexibility gives you the ability to report either on an aggregate basis for a provider group, for each provider within the group, or both. This also improves your ability to perform detailed provider profiling. During implementation, we work with you to understand your reporting requirements for providers and work with the data suppliers to understand the most appropriate way to address your business needs.

4.1.25.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

Yes, we confirm. You can easily link all claims related to ASCs, or other provider categories of interest, based on the place of service, procedure and provider information provided at the claim level. We provide proven analytic and clinical methods, models, and insights to assist clients with preparing for, designing, and evaluating bundled payment and alternative payment model implementation and analysis. This includes claims reimbursed on an ASC basis. Our approach incorporates predefined inclusion and exclusion logic across clinical codes to effectively report on bundle performance including, for example, cost, procedure pre- and post-care variance, duration, place of service, and quality. If the carriers can provide benefit code or other indicator on the claim that indicates it was paid according to the ASC benefit, or as part of a bundled ASC reimbursement method, we can track it through the claim level as well.

4.1.25.n Ability to provide links to drug claims by National Drug Code (NDC) codes, therapeutic groups, and therapeutic classes

Yes, we confirm. We use the National Drug Code (NDC) directory to augment our pharmacy claims data. Our database build process performs many enhancements to improve the usability of the data for analysis. One of these is the application of our RED BOOK Drug Information Services database to supplement customer prescription drug data (the database supplements client prescription drug data). It gathers information from about 650 active pharmaceutical manufacturers, wholesalers, and re-packagers--50,000 unique NDCs; and from more than 5 years of average wholesale price information. RED BOOK is the oldest and most trusted source of drug pricing and descriptive information in the U.S. for over 200,000 active and inactive FDA-approved prescription and over-the-counter medications, pharmaceuticals, and chemicals, as well as for some medical devices and supplies.

This enhancement we perform enables you to use the system to understand drug use by product category, market volume, efficacy indicator, exception drug indicator, and whether a drug is patent-protected and available from only one source. We apply industry-standard definitions from RED BOOK to pharmacy claims using the NDC Number Code provided on the claim by the data supplier. The Number Code is the FDA-registered number for the drug. Standard dimensions include NDC, product (brand) name, generic name, and manufacturer name. Users can search drugs by NDC, generic name, or product name.

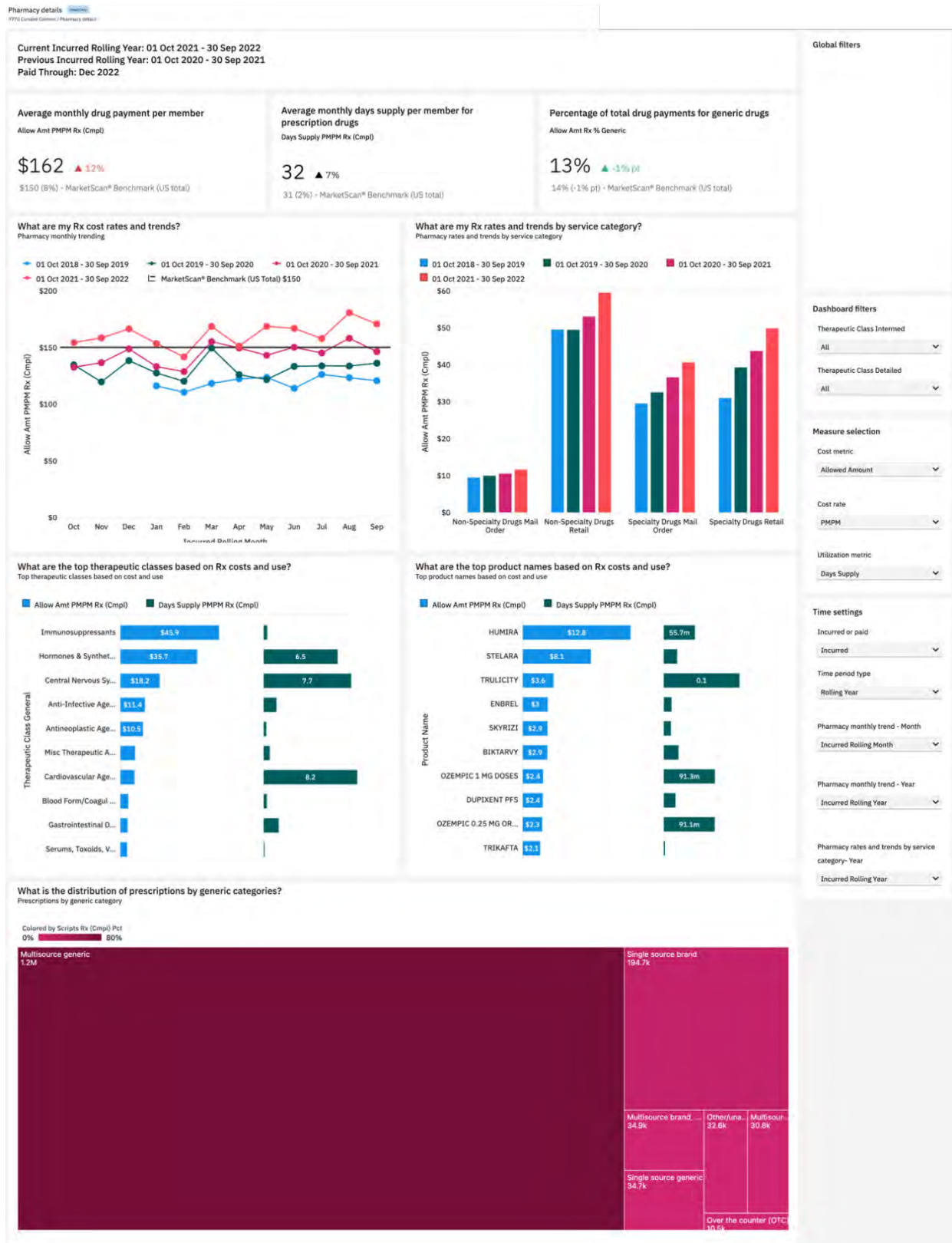


Figure 7. Pharmacy Details Dashboard

4.1.25.o Ability to provide and maintain current generic, brand, and scientific names for prescription drugs from a link to NDC codes

Yes, we confirm. We maintain current generic, brand, and scientific names for prescription drugs from a link to NDC codes by applying our RED BOOK Drug Information Services database to supplement client prescription drug data. It supplements client-specific data, gathers information from approximately 650 active pharmaceutical manufacturers, wholesalers, and re-packagers, includes approximately 150,000 unique National Drug Codes; and retains more than five years of average wholesale price information. RED BOOK is the oldest and most trusted source of drug pricing and descriptive information in the US for over 200,000 active and inactive FDA-approved prescription and over-the-counter medications, pharmaceuticals, and chemicals, as well as for some medical devices and supplies.

This enhancement allows you to understand the use of drugs by product category, market volume, efficacy indicator, exception drug indicator, and by whether a drug is patent-protected and available from only one source. We apply industry standard definitions from RED BOOK to pharmacy claims using the NDC Number Code provided on the claim by the data supplier. The NDC Number Code is the FDA (Food and Drug Administration) registered number for the drug. Using this code, we link to the following RED BOOK information:

- DEA Class Code
- DESI Indicator
- Exception Drug Code
- Generic Category Code
- Generic ID
- Generic Name
- Maintenance Drug Code
- Manufacturer Name
- Master Form Code
- Metric Size
- NDC Text Code
- Orange Book Code
- Orange Book Standard Indicator
- Package Quantity Code
- Package Size
- Product Category Code
- Product Name
- Single Source Indicator

- Strength
- Therapeutic Class Detailed Code
- Therapeutic Class General Code
- Therapeutic Class Intermediate

4.1.25.p Ability to classify ambulatory facility services into ASC/Ambulatory Payment Classification (APC), and/or Ambulatory Payment Group (APG) codes/payment groups

Yes, we confirm our ability to classify ambulatory services. Our Outpatient Event Grouper (OPEG) lets users identify ambulatory services and quantify the associated costs for an entire outpatient event and compare to benchmarks. It aggregates professional and facility outpatient data into distinct healthcare “events,” using statistical models to identify the associations between outpatient claims and define the appropriate aggregations. We focus our methodology on major outpatient surgical procedures, major invasive diagnostic procedures, and major radiology procedures. We do not currently use the APC or APG groupers but are able to store this information on the claims if provided by your plan.

4.1.25.q Ability to allow reporting of population by age

Yes, we confirm. Our solution provides several options for reporting on member or a patient age. We calculate age for reporting based on the member’s birth date and the month of eligibility and/or date of service for the claim. The database build process creates two “roll-up” age groups based on the member’s age. You can use all of these categories for reporting.

The first age group field, Age Group Code Medstat, aggregates data into 18 age groups, generally in five-year intervals (that is, ages 0-19 group into six categories, then ages 20-24, 25-29, 30-34, 35-39, and so on). The second age group field, Age Group Rollup Code, aggregates data into three categories--ages 0-17, 18-64, and 65 and older. These age groups facilitate analyses that examine cost and utilization related to “stage of life” conditions. In addition to grouping members by the 18 age groups, we also offer 36 groupings of age/gender combined, known as cohorts. These cohorts enable simple reporting across statistically meaningful groups of members. These cohorts are also the basis for benchmark age-sex adjustment.

You can also easily create your own age groupings as well. You can do this by using our user-defined groups functionality via cohorting, or during the database build. If you require a set of custom age groupings for ongoing reporting, we can set up the build process to create a custom field for these groupings. If you just need the custom groupings for occasional reporting, you have the flexibility of creating any combination of ages for use in a given report or subset.

4.1.25.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

Yes, we confirm. Our solution automatically adjusts our norms case-mix, age-sex, and severity adjustments. Our data set, MarketScan, is a significant competitive differentiator. We develop the MarketScan benchmarks using a subset of our MarketScan Research databases—the largest non-government data sets in the world and representing the pooled experience of our customers for privately insured populations as well as for Medicare-eligible individuals (more than 300 million longitudinal unique covered lives since 1995).

The MarketScan benchmarks contain the pooled, linked, de-identified and longitudinal experience of our customers for privately insured populations as well as for Medicare-eligible individuals including the medical and pharmacy claims experience of the inpatient, outpatient, and prescription drug experience of more than 20M unique annual covered lives across the US. This includes service-level data from employers, health plans, and government organizations—and because MarketScan represents data from hundreds of carriers, the large number of health plans and employers represented in the database means that our benchmarks are not unduly influenced by the experience of any one entity. The database includes more than 450 of our employer customers. We update the in-tool benchmarks annually and have easy access to more current MarketScan benchmarks outside of our reporting application for specific requests.

Using our solution, you can compare your experience to MarketScan; many standard reports include appropriate benchmarks, and you can add benchmarks to custom reports on an ad hoc basis. You can also create benchmarks based on your book of business (or other user-defined populations) and include them in reports and templates.

Industry Benchmarks

For industry benchmarks, we can provide industry-specific benchmarks for 23 industries. This includes industry benchmarks such as Aerospace and Defense; Auto Supplier; Chemicals and Refining; Communications; Finance; Insurance, and Real Estate; Food and Beverage; Healthcare; Information Technology; Local Education; Manufacturing, Non-durable Goods; Manufacturing, Durable Goods (Active Hourly Union, Active Salaried Non-union); Oil and Gas Extraction and Mining; Pharmaceutical; Retail; Services; State and Local Government; State Government; Transportation, Communication, and Utilities; Universities; Utilities; Vehicle Manufacturer.

Geographic Benchmarks

We provide geographic- and regional-specific benchmarks, which greatly improve the comparative power of the data. Geographic benchmarks also provide a focused comparison of your experience to external benchmarks. The range of geographic benchmarks includes regional benchmarks for North Central, Northeast, South, and West. These regional benchmarks are further broken down into divisional benchmarks (for example, Northeast can be divided into Middle Atlantic and New England) as well as state-specific benchmarks.

Our geographic and industry-specific norms are more extensive and cover more areas of the US than do those of any of our competitors. The solution allows for intuitively applying normative benchmarks to reports including adjustment types for risk, severity, age/gender,

geography, etc. with the intelligence to know which adjustment is appropriate depending on the measurement.

Best Practice Benchmarks

Additionally, we include a number of best practice benchmarks designed to compare the performance of top-performing MarketScan contributors. Approximately 50 best practice benchmarks address cost, utilization, and quality measures and incorporate both medical and drug claims data. We have derived best practice benchmarks based on the best-performing 25th percentile of MarketScan's commercial customers. We calculate individual rates for each client, based on that customer's fee-for-service non-Medicare population. We normalize these rates to a standard population mix. We calculate the client value at the cutoff for the top quartile and select that as the best practice value. A few examples of the best practice norms available include Net Payment Per Day for Acute Inpatient Admissions, Antibiotic scripts per Sinusitis episode, ER visits per Depression episode.

Dynamic Benchmarks

You can also compile your own best practice norms and define comparative reference groups using dynamic benchmarks. These norms and benchmarks, called "dynamic benchmarks," allow you to compare one segment of your population (based on your book of business, other user-defined population, particular region, particular provider, etc.) to a custom-defined benchmark while controlling for differences in disease severity, risk, age and sex differences, and geographical price variation. By using a dynamic benchmark included with our solution system, you can directly compare two data views on a single report.

Custom Benchmarks (Optional)

We also routinely create custom benchmarks for our clients using a variety of MarketScan normative resources and the expertise of our consulting staff. For example, we have created custom benchmarks for specific industry user groups above and beyond our various standard industry segment norms (e.g., state employers, universities, defense industry, health systems, etc.). We used these custom benchmark sets in user group analyses to supplement norms available in our solution. Fees for these custom projects reflect the scope and effort of work required for their development.

Overview	Industry	Geography	Workforce	Best Practice	HPM
– Built from MarketScan data representing 23M lives, 80% link of medical and prescription drug and 10% of annual U.S. healthcare expense – Over 275 unique measures – Over 10,000 benchmarks – Benchmarks Categories: – Cost (e.g., Allow Amount PMPM Medical) – Use: (e.g., Admits Per 1000 Acute) – Price (e.g., Allow Amount Per Admission Acute) – Quality (e.g., Strep Screen Per Episode-Pharyngitis) – Condition-specific (e.g., Days LOS Bipolar Disorder) – Screening (e.g., Mammogram Screening Rate)	– Aerospace and Defense – Auto Supplier – Chemicals and Refining – Communications – Finance, Insurance and Real Estate – Food and Beverages – Healthcare – Information Technology – Local Education – Manufacturing Durable Goods (Active Hourly Union, Active Salaried Non-Union) – Manufacturing non-durable Goods – Oil and Gas and Extraction and Mining – Pharmaceutical – Retail – Services – State and Local Government – State Government – Transportation, Communication and Utilities – Universities – Utilities – Vehicle Manufacturer	– U.S. Total – Region (4) – Division (9) – State	– Active – Early Retiree – Hourly Active – Hourly Early Retiree – Medicare Eligible Retiree – Salaried Active – Salaried Early Retiree	– Selected measures based on top performing customers (either 25th or 75th percentile as appropriate)	– Norms covering Workers' Compensation, STD and LTD

Figure 8. MarketScan Norm Breadth

Our solution includes several automatic adjustments for differences in population. We group our adjustment methodologies into three main categories:

Population-based (age-sex): Population-based adjustment methodologies are used when analyzing measures that are “person-based” or have the entire population in the denominator. Examples of population-based measures include Net Payment Per Employee Per Year (PEPY); Admission per 1,000; and Asthma Prevalence.

Disease-specific (case-mix and Disease Staging): Disease-specific adjustments are available for measures that are patient- or service-based, such as Average Length of Stay and Average Visits per Patient.

Geographic: Geographic adjusting applies to price measures such as cost per service.

We apply our specialized methodologies during the database build process when the source data is converted into analytically enhanced, ready-to-use data. Our unique interactive applications, analytically ready database, and access to normative data enable you to apply embedded adjustments to selected reports with drag-and-drop ease from your desktops, without the need for additional computer programming activity.

4.1.25.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)

Yes, we confirm. Our solution provides dozens of eligibility fields to enable you to report on any variable. These fields include Employee Status (e.g. actives, early-retirees, COBRA, Medicare retirees), Plan Type, Coverage Tier, Agency, Division, Relationship, Gender, Age, and more.

You can report on premiums, claim costs, member out of pocket, and utilization metrics by any of these eligibility variables.

See the screenshot of our Eligibility Summary dashboard below, which includes a variety of eligibility variables.

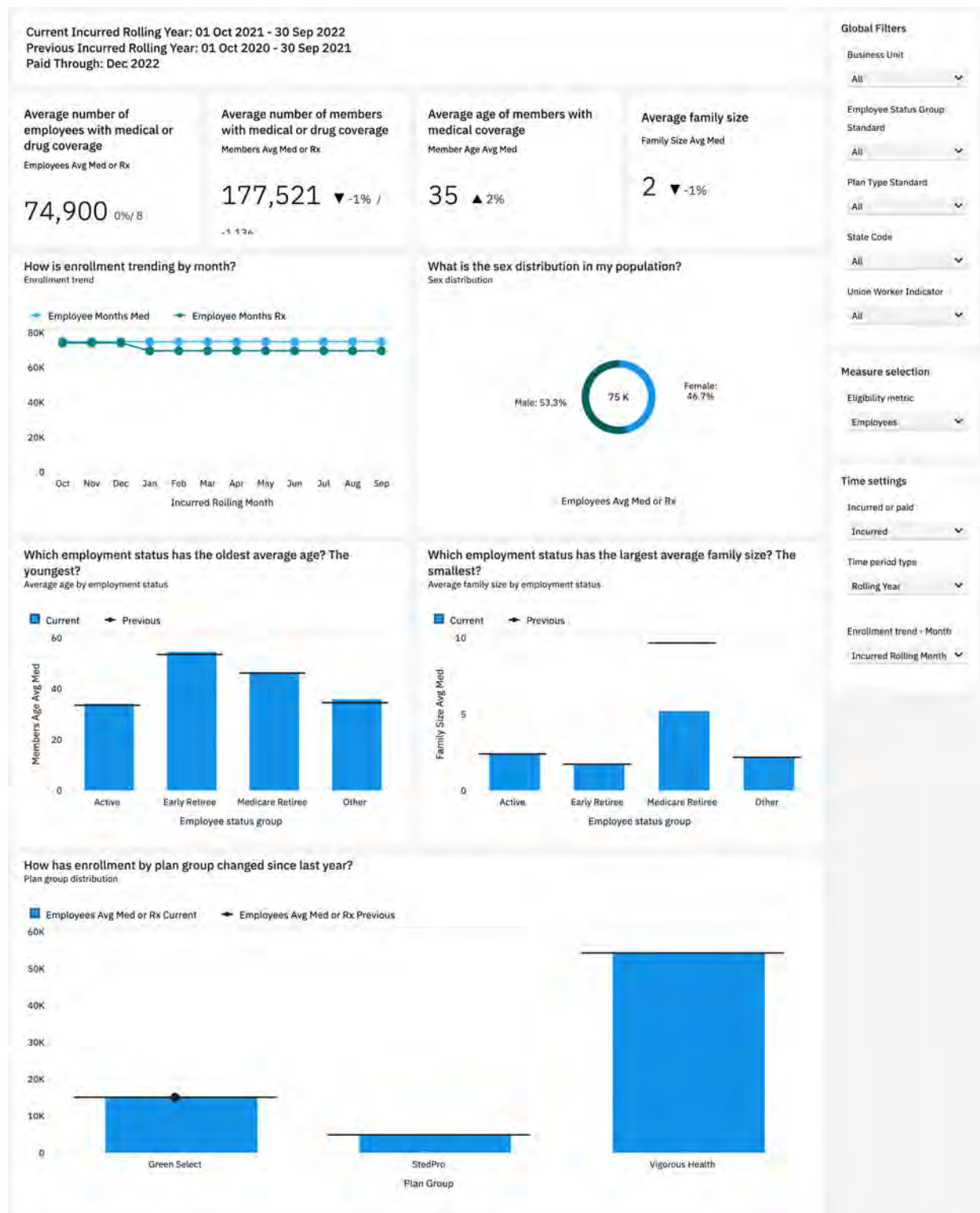


Figure 9. Eligibility Summary Dashboard

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

4.1.26.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.

Yes, we confirm. We have built-in, at-the-ready capabilities to analyze cost and use performance of specified physicians and hospitals. Additionally, the variety of physician contract arrangements (i.e., POS, PPO, HMO, and Indemnity) in use today can present challenges from a profiling perspective. Specifically, members may not be “assigned” to primary care physicians to manage their care, making it difficult to profile the care delivered, and, in turn, the physicians rendering the care. To address this issue, our solution includes a feature called Primary Care Physician Imputation to designate a managing physician for the patient. We based this imputation upon an examination of the pattern of care delivered to patients during a 12 month period of time, specifically by identifying the physician with whom the patient has had the most Evaluation and Management (E&M) visits. Additionally, both a managing physician and an episode primary physician is assigned to each episode of care. We based the episode managing physician assignment upon the pattern of E&M visits within each episode of care and the episode primary physician assignment upon the identifying the physician with the highest RVU count within the episode. This two-pronged solution gives you the ability to choose which method suits your organization's profiling goals.

4.1.26.b Use of in-network and out-of-network services by participants

Yes, we confirm. If the vendors provide data on whether claims were paid in-network, then the system can report on in- and out-of-network experience, another important plan management and evaluation function. For example, you can create a report examining the following:

- Percent charges and services in-network.
- Rates of use (inpatient and outpatient).
- Price per service (inpatient and outpatient).
- Employee out-of-pocket payments (in-network and out-of-network).
- Quality of care measures (e.g., rate of preventive care services).
- Provider discounts by type of provider.

You can control inpatient admission payments for DRG, and severity mix to measure true performance of network providers. You can evaluate physician discounts, controlling for service mix, by reviewing payments for specific procedures or using the Relative Value Unit (RVU) methodology. You can also compare network price per RVU to out-of-network and relevant norms, and network discounts to expected levels, monitoring on a quarterly basis with a more rigorous analysis of price annually.

4.1.26.c Specific negotiated payment discount arrangements

Yes, we confirm. The ability to analyze, report, and compare providers by networks, groups, hospitals, or individuals is key to any clinical analysis system. Our solution provides users with the capability to compare utilization, cost, discount, access and quality of care by network, as long as adequate network indicators are provided in the source data. You can compare and contrast network performance with user-defined norms and benchmarks, such as best practice norms and centers of excellence. If the vendors provide data on whether claims were paid in-network, then you can report on in- and out-of-network experience, including provider discounts by type of provider.

You can evaluate physician discounts by controlling for service-mix by reviewing payments for specific procedures on a risk-adjusted basis. Further, you can compare network discounts to expected levels and monitored on a monthly basis, with a more rigorous analysis of price annually. By understanding differences in utilization, practice patterns, levels of quality, and costs, you can work with providers to offer feedback and help improve their performance. By retaining bill/pay line detail and/or encounter line item detail, users can “drill down” and “get behind” any provider profile to examine the details about the healthcare rendered.

See below for a sample of the drill down and drill up capabilities.

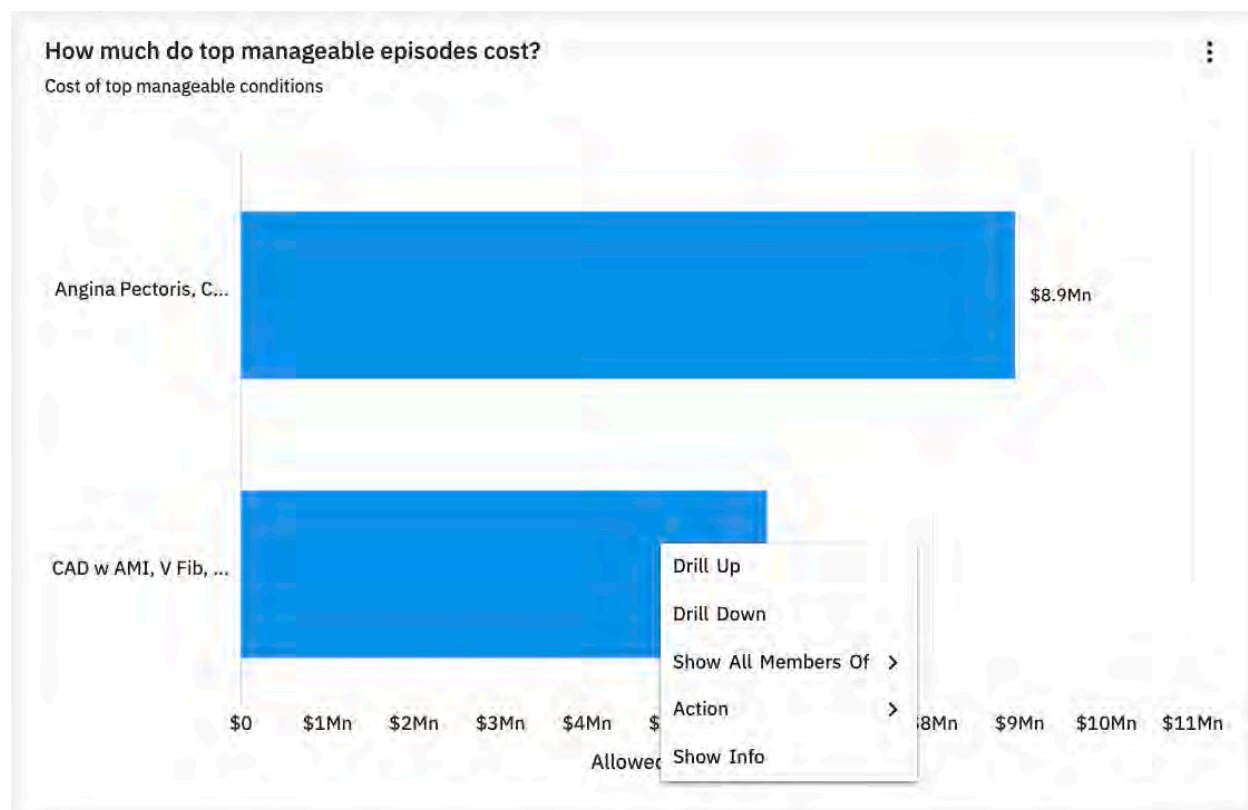


Figure 10. Drill Down Capabilities

4.1.26.d Accessibility of network providers

Yes, we confirm. The ability to analyze, report, and compare providers by networks, groups, hospitals, or individuals is key to any clinical analysis system. By understanding differences in utilization, practice patterns, levels of quality, and costs, you will be able to work with providers to offer feedback and help improve their performance. By retaining bill/pay line detail and/or encounter line item detail, our solution allows users to “drill down” and “get behind” any provider profile to examine the details about the healthcare rendered. We can make all provider data available from the data vendors available for reporting.

In addition, you can compare network provider participation within your own data. Reporting could include specialty availability by geography and patient access, as well as referral pattern analysis. You can use our solution to compare utilization, cost, access and quality of care by network, as long as adequate network indicators are provided in the source data. For example, a user can create a report examining the following:

- Percent charges and services in-network.
- Rates of use (inpatient and outpatient).
- Price per service (inpatient and outpatient).
- Quality of care measures (for example, rate of preventive care services).
- Provider discounts by type of provider.

You can evaluate physician discounts by controlling for service-mix by reviewing payments for specific procedures on a risk-adjusted basis. Further, you can compare network discounts to expected levels and monitor them on a monthly basis, with a more rigorous analysis of price annually.

Our solution allows for providers to be assessed on several clinical metrics including specific procedures, relevant clinical quality rules, cost, and efficiency. We also facilitate tiering by assessing providers’ practice pattern, cost, and performance. It provides the insights necessary to help develop your network tiers by answering evaluating criteria like the examples below:

- Demographics and risk of attributed population.
- Access by geographic region.
- Features that are driving cost.
- Year-over-year scores and trending.
- Most cost-effective providers, considering patient risk.
- Adherence to evidence-based care for chronic conditions.
- Adherence to recommended screenings.

We have worked closely with clients in the past to help leverage our solution to develop their own tiered networks and look forward to discussing your goals in additional detail.

4.1.26.e Performance by specific provider

Yes, we confirm. Our integrated data model and transparent approach to analytics allows for easy drill down from the aggregate down to the claim level detail to support you in producing insights and detail about your providers. With the solution, you will have the ability to create reports to evaluate productivity of your providers as well as creating visual dashboards and drill-throughs specific to your provider reporting needs.

To aid in reporting at a provider specific level, you can also compile your own best practice norms and define comparative reference groups using dynamic benchmarks. Custom norms and benchmarks, called “dynamic benchmarks,” allow you to compare one segment of your population (provider specialty, based on your book of business, other user-defined population, particular region, etc.) to a custom-defined benchmark while controlling for differences in disease severity, age/sex differences, and geographical price variation. By using a dynamic benchmark within our system, you can directly compare two data views on a single report. This functionality is powerful, intuitive and heavily leveraged in provider profiling and assessment.

In addition, there are multiple robust physician attribution models available within the solution based on patients, episodes and admissions.

Our Medical Episode Grouper (MEG) assigns the following physicians to each episode:

- **Episode Managing Physician:** The physician with the largest number of Evaluation and Management visits during the course of the episode.
- **Episode Primary Physician:** The physician with the highest sum of total RVUs, excluding anesthesiologists, radiologists, and pathologists.

Imputed PCP assigns a primary care provider to each member based on that member's utilization pattern. For primary care physician attribution, we designate a managing physician based on the highest number of Evaluation and Management (E&M) visits (based on CPT procedure coding) during the previous 12 months.

Admission Primary Physician attribution assigns a provider who is responsible for the overall admission, based upon the Relative Value Units for professional services included in each admission (again, specifically, members may not be “assigned” to primary care physicians to manage their care, making it difficult to profile the care delivered and, in turn, the physicians rendering the care).

Client assigned attribution as well as physician hierarchies (for example: physician, group, ACO, Health System, etc.) can be incorporated in our Health Insight's solution. We will work closely with you during implementation to understand your preferred methods of attribution to ensure the database is optimally designed to meet your reporting needs, should you have your own physician attribution that you would like to include for reporting.

4.1.26.f Disease management program

Yes, we confirm. Our solution can track disease management programs including enrollment, retention, and results. It can easily quantify the cost and utilization experience of a defined population for all diseases and compare these measures to normative data. These capabilities help you to assess the:

- Illness burden of a given population or community health cluster.
- Prevailing treatment practices as reflected in the claims for those members.
- Potential for cost and quality improvements through targeted disease management programs.

We help our clients quantify the potential return on investment of launching or subcontracting case management, disease intervention, nurse on call, and other programs for managing demand and improving outcomes. Our solution also provides a set of disease management reports that show changes in patient care from one year to the next. Depending on the criteria, a user can use the reports to determine whether patients are getting better or worse in specific areas.

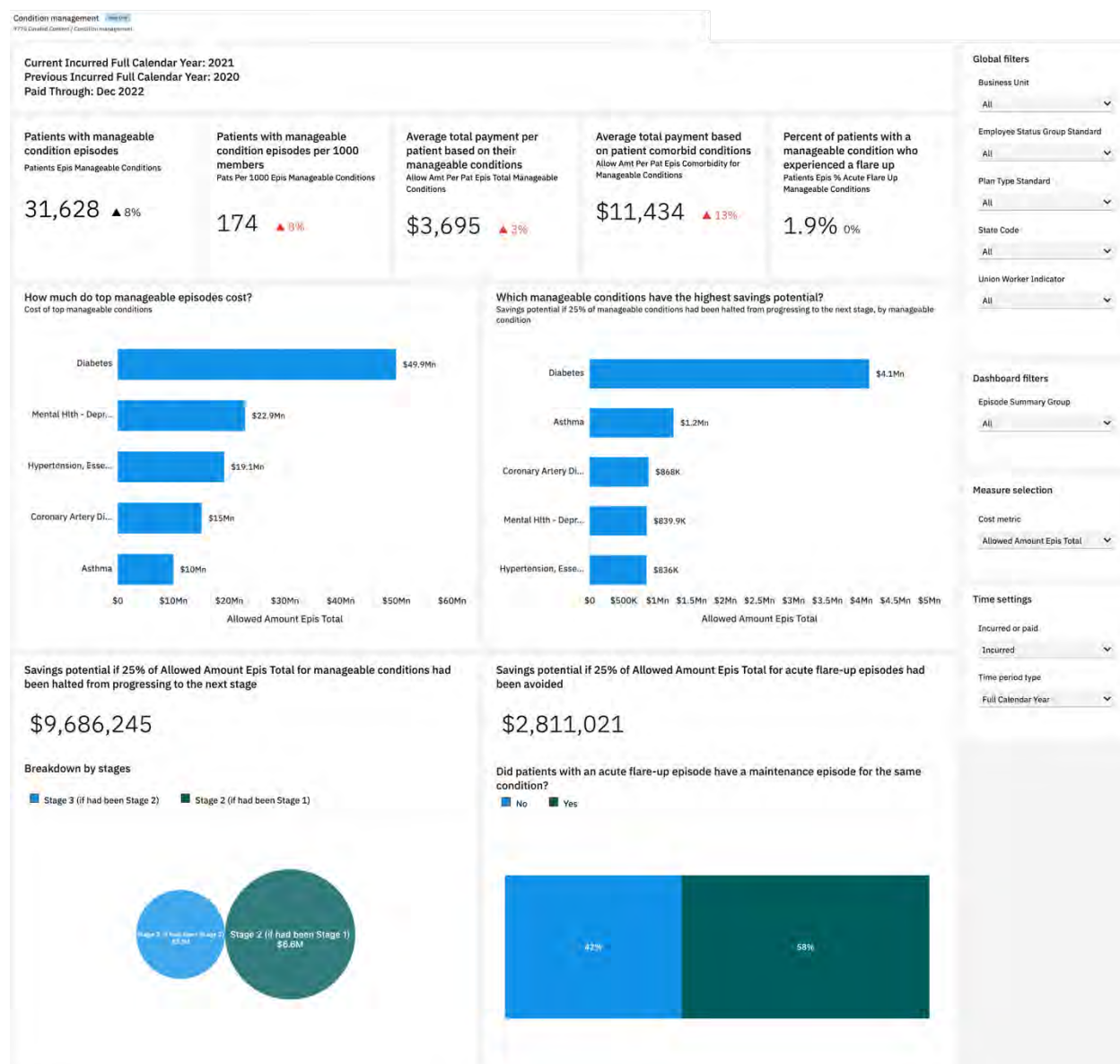


Figure 11. Condition Management Dashboard

4.1.26.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.

Yes, we confirm. You can perform plan design modeling using several different approaches. First, we use our standard solution modeling capability, based on your historical experience, to enable you to project as precisely as possible the impact of specific plan design changes, as they apply to the number of individuals affected and the level of increase or decrease in

employee and employer costs. You can use custom subsets created from running reports that isolate members who meet the needed plan design criteria.

Our highly flexible and intuitive ad hoc reporting tool lets you model the cost impact of benefit design changes through an advanced measure creation. You can summarize cost experience and then model proposed plan design changes with “what if” logic. For example, to model the cost impact of moving from a \$5 co-payment for retail prescription drugs to 20% co-insurance, you would first create measures to specify the co-insurance factor and calculate the cost savings of the proposed design. On a single report, you could then summarize by Therapeutic Class (or any other field) allowed charges, co-payment amount, modeled co-insurance amount, and the potential cost savings of the design change. You could add another “group by” field to this report to summarize the same information by plan option.

You can also use our standard distribution reports to model the out-of-pocket cost impact of plan design changes on individuals. For example, our clients with union-represented workforces have successfully used distribution reports to demonstrate to the union that a proposed plan design change will impact relatively few individuals.

Additionally, our Benefit Modeler, which we are providing at no cost to you, is a web-based actuarial model for estimating the cost impact of proposed healthcare benefit plan design changes. Modeler is a powerful and flexible proprietary tool that supplements the modeling applications included in our solution. We developed it using normative data in our MarketScan database. Benefit Modeler uses your own claims cost experience (or MarketScan data), industry group, enrollee age and gender, and geographic distribution to tailor results to your healthcare experience. Using Benefit Modeler, you can establish a reliable baseline from which alternative plan designs and reimbursement methods can be modeled using “what if” logic. You can model up to five alternative plan designs in a single session. The cost impact of each scenario for the company and its employees can be determined in minutes. Even complex interactions that would result from multiple plan design changes can be simultaneously assessed with Benefit Modeler.

Benefit Plan Reports				
Total Annual Medical and Rx Costs				
	base hdhp - minimum family deductible	base hdhp - 25th percentile family deductible	base hdhp - 50th percentile family deductible	base hdhp - 75th percentile family deductible
Medical Plan				
Annual Claims	\$161,733,376	\$164,559,269	\$152,898,311	\$150,842,384
Annual Administrative Fees	\$808,667	\$822,796	\$764,492	\$753,212
Total Annual Claims and Fees	\$162,542,042	\$165,382,065	\$153,662,803	\$151,595,595
Prescription Drug Plan				
Annual Claims (After Copays and Rebates)				
Mail Order	\$7,106,021	\$6,838,734	\$6,431,874	\$6,296,344
Retail	\$91,866,096	\$89,046,096	\$84,618,715	\$82,796,866
Total	\$98,972,117	\$95,884,830	\$91,050,590	\$89,093,210
Annual Administrative Fees	\$494,865	\$479,424	\$455,253	\$445,466
Total Annual Claims and Fees	\$99,467,882	\$96,364,255	\$91,505,843	\$89,538,676
Totals				
Annual Claims and Fees	\$262,009,925	\$261,748,320	\$245,168,646	\$240,834,272
HRA Account Payout* or HSA Eit Contribution	\$5,776,500	\$4,621,200	\$5,776,500	\$5,776,500
Total Annual Costs	\$267,786,425	\$266,367,520	\$250,945,146	\$246,710,772

Figure 12. Sample Benefit Modeler Report

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

4.1.27.a Third party claims administrators and/or insurers

Yes, we confirm. Our standard measure Third Party Amount allows you to track third party payments whether made by Medicare or other insurers. Our solution also allows you to configure eligibility and claim-level fields to identify and track members eligible for other coverage.

4.1.27.b Medical management firms

Yes, we confirm. Many clients leverage our solution to monitor and evaluate medical management firms, identify where programs are needed, details on program participation and outcomes, as well as ROI studies to support ongoing program investment ranging from out-of-the-box, readily available analysis to customizable and complex depending on the level of rigor needed.

We include a host of quality, evidence-based measures that address outcomes, including avoidable admissions, readmissions, complications, mortality, and disease progression. We also provide a wealth of quality measures that address evidence-based care processes. We have over 3,000 available measures that cover cost, utilization, and quality integrated within our solution to support outcomes analysis. Our integrated methods and measures support establishing population health risk baselines using a broad spectrum of metrics and tracking change over time.

Where possible, will report on an intervention cohort and a counterfactual (non-participant) cohort for program evaluation analytics. The purpose of the counterfactual cohort is to determine what trends, if any, the intervention group experiences versus what is experienced by a group not exposed to the intervention. Our solution includes features to make the design of the intervention cohort and the counterfactual cohort straightforward, while also providing flexibility to account for multiple population characteristics. We have a proven track record of integrating non-standard health and wellness information, including participation data, that you can use to assess the impact of programs.

Our clients most often focus program effectiveness evaluations on improving “traditional” KPIs of health and healthcare as it relates to cost, use, compliance behaviors, quality metrics, and population health. These outcomes may vary based on individual programs but, generally, these outcomes are readily available among the algorithms in our solution and just need to be pulled into a report. With these metrics and information, you can evaluate program effectiveness to validate and support ongoing program investment. This sort of analysis is available out-of-the-box via built-in key performance indicators (KPIs) and outcomes (or you can tap into our healthcare analytics team to conduct a tailored analysis, depending on the level of rigor you need).

Below is a link to a client example of how our advanced analytic methodologies and insights put programs and actions in place and then measure a strong ROI. We report real results and outcomes to both internal and external stakeholders and the positive impact on the lives of the members they serve.

<https://www.merative.com/blog/healthcare-analytics-trane-eaton>

4.1.27.c Providers such as physicians, hospitals, other health care providers, and provider networks

Yes, we confirm. We commonly support value-based initiatives between health plans and providers to present information reflective of both cost efficiency and clinical effectiveness and have extensive experience working with clients to leverage episode value-based analytics within our solution. Our solution allows flexibility and customization in evaluating providers for value-based care initiatives allowing users to examine managing or primary providers at the episode level, with built-in adjustment for both episode severity and underlying patient illness burden. You can also use dynamic benchmarking to examine providers at the procedure code level, with performance ratios and variance statistics built into the solution.

We can report on the episode managing physician or episode primary physician. We impute the episode managing physician managing care for the episode based upon the pattern of care within the episode. The episode primary physician is assigned based on provider utilization within the episode. Our solution helps you accurately and fairly compare cost efficiency (and cost of treatment) between provider groups/physicians by taking into account differences in population risk and disease severity. Risk Adjusted Episodes are the methodology we use to create risk adjusted expected cost based on a combination of the disease and severity from the Medical Episode Grouper (MEG) with population-based risk adjustment power of the Diagnostic Code Group (DCG) grouper from Cotiviti (formerly DxCG).

We apply risk adjustment to derive expected costs, or what the benchmark value would have been if the benchmark population had the same episode severity and patient risk as the study population. Once we have our expected costs, we create performance ratios, savings opportunities and overall cost efficiency scores to compare a physician to a group of peers. We can then break down those cost efficiency ratios by a variety of service costs and clinical conditions to show and guide providers where they can be more cost efficient.

In addition to cost efficiency, we produce scores on clinical effectiveness. Our Quality Rules Engine has built in attribution models to assign the responsible physician to the rule being measured. Below are the integrated rules engine measures within our solution our clients use for value-based care initiatives.

HEDIS Certified Physician and Health Plan: This Physician and Health Plan focused package is an Allowable Adjustment NCQA Certified rule set, as defined within the HEDIS health plan specifications, addressing preventive services, chronic disease management, behavioral health care, and appropriateness/overuse of service and value.

Medication Management Focus: These Medication Management focus rules are medication adherence measures defined by the Pharmacy Quality Alliance that measure patient compliance for the same drug or same therapeutic class within the measurement year.

Low Value Care Measures: These Low Value Care measures identify services performed, which research indicates do not provide positive insights or results and potentially have negative effects on patients. The measure set is based on Watson Health Research and the Choosing Wisely campaigns.

By using our large set of industry defined quality measures, you can identify providers who are delivering appropriate care. Our solution includes an integrated Quality Rules Engine to identify opportunities to close gaps in care by comparing services rendered against evidence-based

medicine and clinical content. We have standard clinical effectiveness scores defined by the percentage of care criteria delivered as well as percent of patients with all recommended care as attributed to each physician. We also provide compliance rates for each measure and peer group comparisons for additional provider insight.

We have worked with clients to develop profiles that measure physician performance using a variety of efficiency and effectiveness measures. We have designed and customized a number of scores in addition to our standard measures that stratify physicians by both cost and quality scores, enabling alternative pricing models such as multi-tier pricing based on how effectively and efficiently a physician is delivering care.

These types of analyses are a great example of how clients using our advanced analytic methodologies and insights put programs and actions in place and then measure a strong ROI. Below is a link to a recent article showcasing how Blue Cross of Idaho (BCI) uses our analytic models as a foundation to create a VBC pay for performance system that have 3,100 providers and 635 clinics participating and delivering high quality care while saving BCI over 6.5 million dollars annually.

[Blue Cross of Idaho's Predictive Analytics Breakthrough | Healthcare Innovation](#)

4.1.27.d Cost containment programs: drugs, dental, variable deductibles, outpatient, etc.

Yes, we confirm. Our solution provides standard and ad hoc analytic reporting capabilities to help you understand cost and use trends related to all claim types – medical, drug, dental, variable deductibles and outpatient, based on the availability of data from your vendors – and their key drivers, such as changes in eligibility, enrollee demographics and health status, plan design, etc.

Period-over-period trend reports can be used for before-and-after comparisons. In addition, normative benchmarks can help users analyze the effectiveness of cost containment programs. Also, standard cost and use report templates can provide information on specific subsets of the population or for claims involving utilization review. Where necessary, ad hoc cost and use reports can be specifically created, or the standard report templates can be easily modified.

4.1.27.e Wellness program benefits to the Plan

Yes, we confirm. As the leading independent health informatics organization, our software and consultative support services provide the premier platform for all wellness and disease management programs' implementation and evaluation. Our solution provides extensive capabilities to support identification and evaluation of your wellness and health promotion programs, as well as determining how the benefit design can influence their success. It can track each program's enrollment, retention, and results. It can easily quantify the cost and utilization experience of a defined population for all diseases and compare these measures to normative data. These capabilities enable the assessment of the illness burden of a given population or community health cluster; the prevailing treatment practices as reflected in the claims for those members; and the potential for cost and quality improvements through targeted disease management programs. We help you quantify the potential return on

investment of launching or subcontracting case management, disease intervention, nurse on call, and other programs for managing demand and improving outcomes.

Our solution includes pre-defined population subsets that contain candidates for preventive services or populations likely to use healthcare services more intensely than the population at large. This makes it extremely easy to analyze compliance to preventive service standards (for example, the number of colon cancer screens that are delivered to members 50 and older, and the number of well child visits provided for children age 3 through 6, as well as the care provided for diabetics, hypertensives, or asthmatics.

4.1.27.f Pharmacy benefit manager

Monitoring your pharmacy benefit manager (PBM) is an important piece of managing your overall healthcare benefit. By utilizing our solution, you are able to track pharmacy claims and ensure your PBM is meeting your expectations. You can track pharmacy costs and utilization, identify members utilizing GLP-1s, monitor specialty drug spend, assess formulary utilization, and much more. See below for our standard Pharmacy Rates and Trends dashboard.

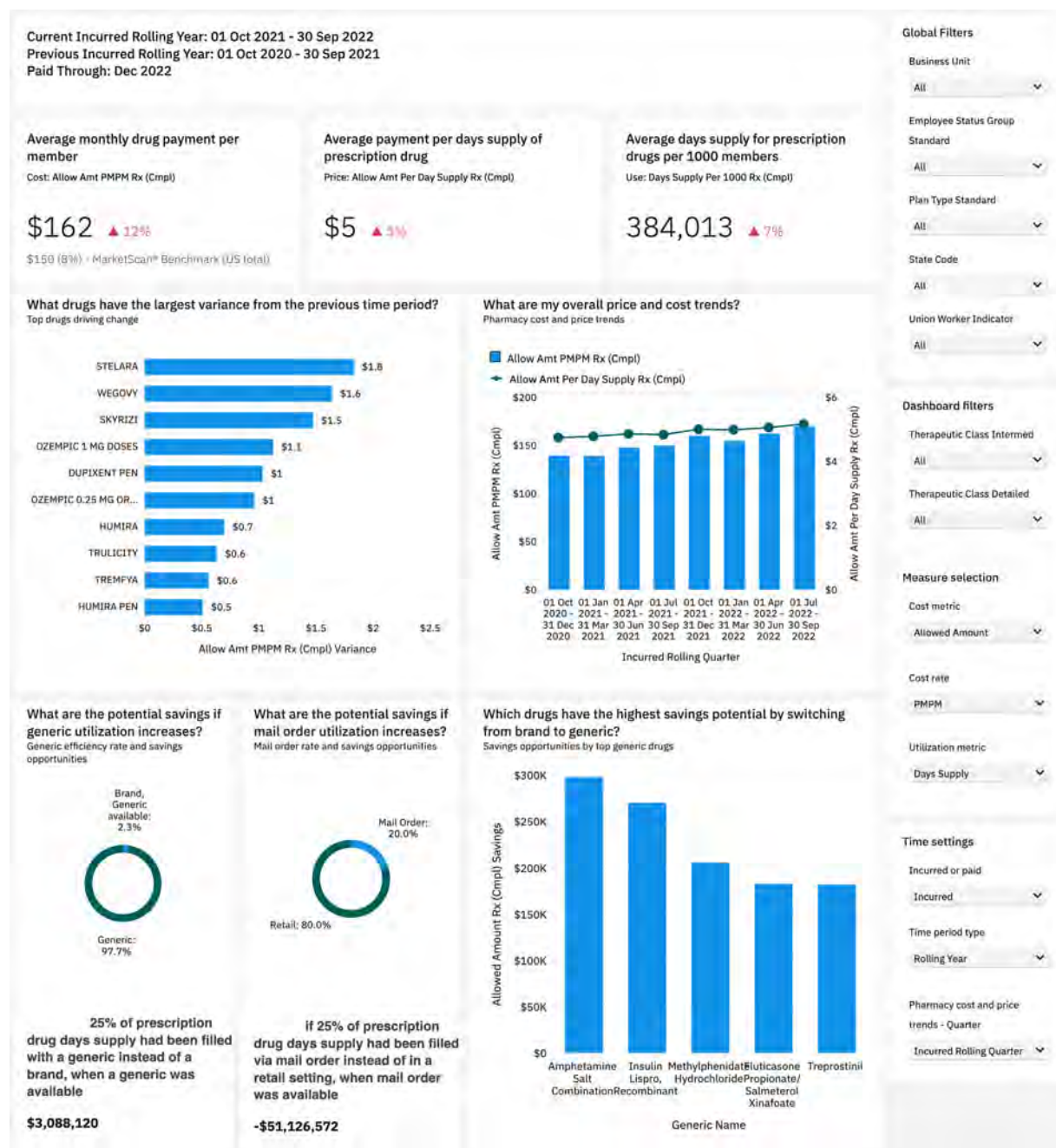


Figure 13. Pharmacy Rates and Trends Dashboard

4.1.27.g HEDIS reports across a broad range of variables

Yes, we confirm. We incorporate NCQA allowable adjustment certified HEDIS metrics in our solution. NCQA developed the Rules for Allowable Adjustment of HEDIS to accommodate the application of HEDIS measures to various levels of the healthcare system for quality improvement initiatives. The rules provide flexibility for evaluating different populations without

altering measures' clinical intent (e.g., removal of continuous enrollment or product-line criteria).

We offer pre-created metrics for each measure with and without continuous enrollment, as well as summary metrics to evaluate overall compliance. In addition, we have built-in physician attribution, and several reporting fields related to quality, such as summary fields, as well as fields that indicate the last event date related to a particular measure to surface relevant information for care management purposes.

See below for our standard Quality of Care dashboard which utilizes many HEDIS measures to give you a quick view of quality metrics by the variables you choose using the included filters.

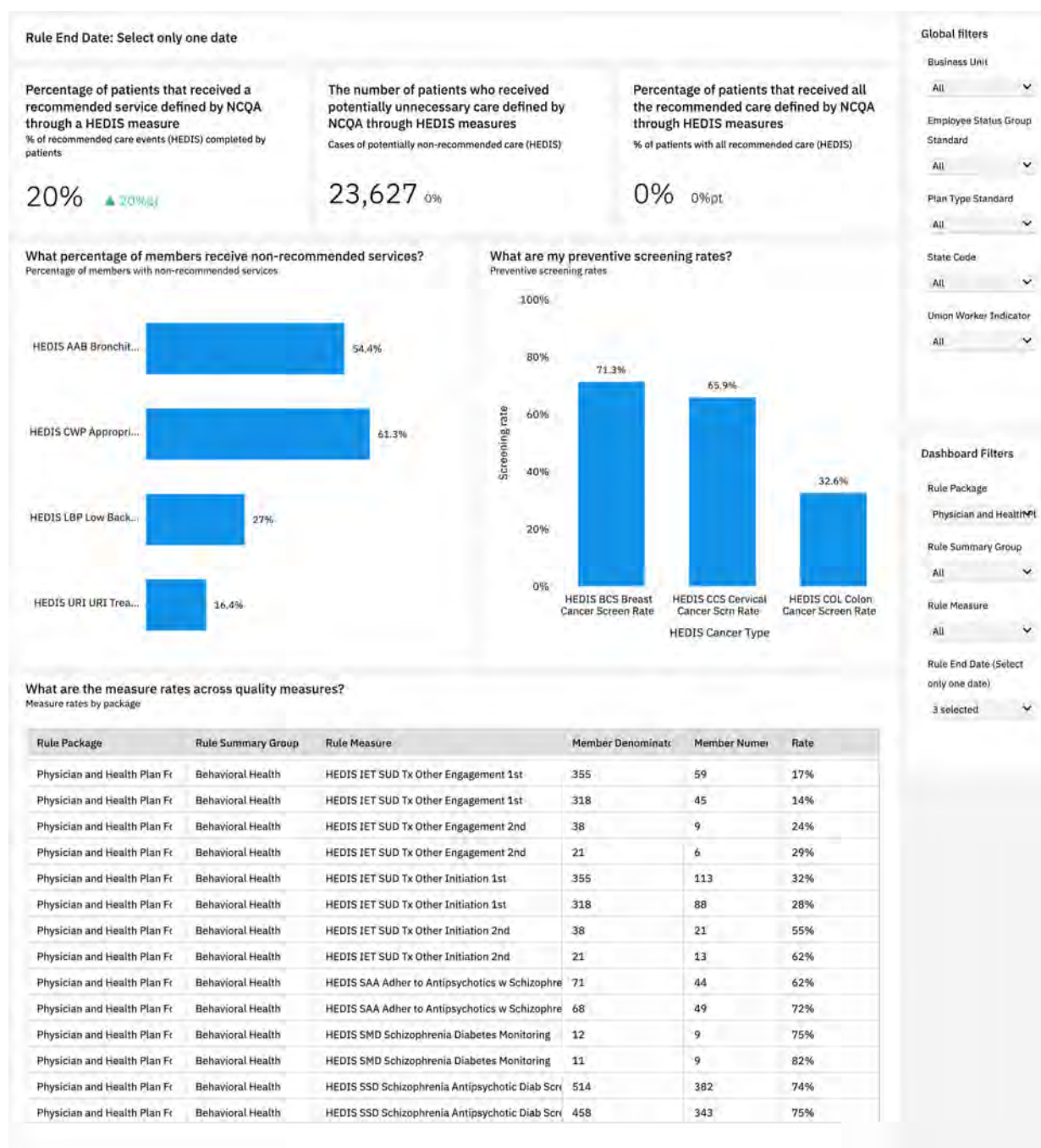


Figure 14. Quality of Care Dashboard

4.1.27.h Disease management program

Yes, we confirm. Care management analytics and reporting are our core capabilities. Our solution provides extensive capabilities to support identification and evaluation of your care management and health promotion programs to help you ensure they are both effective and managed efficiently. With our solution, you can track each program's enrollment, engagement,

retention, and results. We also support longitudinal comparisons of risk, cost, utilization, and care quality, as well as member engagement experience for multiple population cohorts.

We define cohorts most frequently by level and duration of program participation and adjust for the original health risk of the group, derived from claims data, health survey, or biometrics. This approach allows for fair assessment of program interventions.

We can help you select the right diseases to manage. Knowing which disease conditions offer your organization the best opportunities for return on investment (ROI) in both cost and quality is the first step in establishing an effective disease management program. Using our robust reporting capability, you can readily identify the costliest and most prevalent diseases among your membership. Our reporting capability enables you to assess the clinical severity of a particular disease within your population; it also informs you about the diseases that, by applying evidence-based guidelines, are likely to result in quality improvement.

Our solution helps you identify and risk-stratify patients that are appropriate candidates for care management, disease management, and population management, allowing for both retrospective outcomes and prospective risk analysis. Leveraging our Medical Episode Grouper (MEG), Cotiviti DCGs, and our risk stratification methodologies, we can work with you to identify patients for specific programs or diseases.

For disease management, for example, we identify qualifying populations or members as “complex”—having multiple expensive conditions—or with select chronic conditions, based on the MEG information. Additionally, you can “flag” members using input from your own criteria/methods (for example, prior authorizations, health risk assessments, third-party disease management registries).

After initial identification of individuals with a chronic condition, additional information is available to further segment populations or members for various disease management programs and interventions. A predictive risk patient component identifies which individuals are more likely to experience high future disease/condition risk. Used in conjunction with clinical severity information from MEG and information on individual patient compliance with evidence-based condition guidelines, you can target individuals for disease management programs and provide individual-specific interventions. If a patient has multiple conditions, we can work with your organization to appropriately target these sub-segments of patients and ensure that they are routed to the appropriate care management processes.

You can also identify gaps in care at the individual level and join this data with system-generated utilization, demographic, and geographic information, so you can focus member outreach efforts on members who would derive the greatest benefit. Clients can also “close the information loop” by incorporating intervention information back into the database, such as care management participation and outcomes. We can either do this on an ad hoc basis or be permanently integrate it into the database via supplementary tables. Regardless of how you integrate the data, you can use it to evaluate the effectiveness of member engagement programs and inform future efforts.

After targeting the desired population, you can assign members to user-defined disease management programs as participants. You can store this program participation enrollment/disenrollment information in your database and use it for various program effectiveness studies.

In addition to new patient targeting and program participation analysis reports, we can provide a variety of flexible, simple-to-use report views that enable you to interact with your disease management information in powerful new ways. You can slice and dice the information by various data views or cohorts on the fly, as well as interactively drill down into specific measures. We also provide return on investment ROI reports for financial analysis of disease management programs.

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.

Yes, we confirm. We take pride in our history of service excellence and our commitment to our clients. Our goal is to establish a strong bond between our organizations so that both parties are equally committed to creating a successful decision support system for you. We are fully prepared to discuss performance guarantees with you as part of the contract negotiation process. Once the scope, risk, and objectives of the project are more fully understood and agreed upon and the terms of the Services and License Agreement defined, we can decide on the exact amount of money to be put at risk.

Our general approach to establishing performance guarantees is based on a three-pronged process: 1) defining terms to the mutual satisfaction of both parties; 2) using objective and quantifiable measurement; and 3) establishing a cap on the penalty, where appropriate, based on a percentage or other factor related to total contract value. In cases where client actions can affect the success of a project (such as timely signoffs on implementation deliverables), we may request that those dependencies be included as a condition of the guarantee. We also request that “cure” periods and other provisions for corrective action be considered in the agreement. Our performance guarantees fall within one or more of the following areas: Implementation Timeframe/ Data Acquisition/ Data Integrity/Data Issue Resolution/ Database Update/ Product Support & System Availability.

4.2.1 Assign a Vendor Account Representative to work directly with the MDFA Representative.

Yes, we confirm. Tim Bragg will be your Vendor Account Representative and will work directly with the MDFA Representative.

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.

Yes, we confirm.

Compliance with Healthcare Industry Standards

We meticulously designed our solution to comply with all healthcare industry standards. This commitment ensures that our system remains up-to-date and aligns with the latest regulations and guidelines.

Timely Updates and CMS Content Integration

We prioritize maintaining our system with timely updates to recognize and incorporate changes in the Centers for Medicare and Medicaid Services (CMS) content. This includes:

- **Monthly Code Releases:** We update our content, including diagnosis, procedure, and related codes, on a scheduled monthly basis. This ensures that our system reflects the most current information and standards.

Adherence to Statutory Regulations

Our dedication to industry standards extends to all aspects of healthcare requirements, including:

- **Health Insurance Portability and Accountability Act (HIPAA) of 1996:** We ensure that our solution complies with HIPAA regulations, safeguarding patient privacy and securing health information.

LOINC Value Maps Maintenance

We maintain our Logical Observation Identifiers Names and Codes (LOINC) value maps to ensure accuracy and compliance. Specifically, we:

- **Avoid Federally Restricted Data:** We do not include federally restricted genetic and HIV lab tests into our databases, maintaining compliance with federal regulations.

7.1.1 Bid Cover Sheet (Attachment A)

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:

Merative US L.P.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

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

Same as above

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

Yes, we confirm. Our response contains trade secrets, confidential commercial and 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:

Yes 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.

Yes, Merative has provided a redacted copy of our response.

3. Indicate the month and year in which your company was established/started.

We were officially established in 1981 as Medstat. We became Merative on July 1, 2022. We renamed our business unit Truven Health in 2024.

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?

For nearly 50 years, we have been providing health plans, employers, hospitals and clinicians, state and federal government agencies, life sciences companies, and policymakers with market-leading performance improvement solutions built on data integrity, advanced analytics, and domain expertise. These insights and solutions have been delivering the facts our clients need to make confident decisions directly affecting the health and well-being of people and organizations in the US and around the world.

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.

Full Legal Name: Merative US L.P

Physical and Mailing Address and Principal Place of Business: 100 Phoenix Dr. Ann Arbor, MI 48108

Place of Incorporation: Merative US L.P. is incorporated in Delaware (U.S.) as a limited partnership.

Web Address: www.merative.com

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.

We will provide services for our office in Arbor, MI, USA (100 Phoenix Dr. Ann Arbor, MI 48108) as well as from our data center in Dallas, TX, USA (14901 FAA Boulevard, Building 2, Fort Worth, TX 76155).

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.

Merative US L.P. is incorporated in Delaware (U.S.) as a limited partnership. Additional information can be found at www.merative.com.

Merative US L.P. is a private company owned by Merative L.P., of which Francisco Partners private equity funds are the ultimate investor. Francisco Partners private equity funds are managed by Francisco Partners Management, L.P.

Merative US L.P. is the operating entity that will provide the products and services to you under an agreement signed between the parties.

Our officers include Gerry McCarthy, Chief Executive Office; Brian Bonner, Chief Financial Officer and Chief Operating Officer; Troy Bailey, Chief Technology Officer; Katie Coleman, Chief Human Resources Officer; Julie Daughtry, Chief Legal Officer; Pat Gilmore, Chief Revenue Officer.

Additional information on our leadership team and team structure can be found here: <https://www.merative.com/leadership>.

8. List the name and principal occupation or business of any person or entity owning five percent (5%) or more of your company.

Not applicable.

9. List the name(s) of any organization(s) of which your company owns or controls five percent (5%) or more.

In alignment with our commitment to transparency and integrity, we confirm that our ownership structure includes entities that are integral to our strategic operations and mission. We consider specific details about ownership percentages to be proprietary and disclose them only under mutually agreed terms that preserve the strategic interests of both our partners and our company.

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.

As a forward-looking organization, we continuously evaluate opportunities that align with our strategic goals and enhance value to our clients and stakeholders. We make decisions or conduct discussions regarding potential sales or acquisitions with careful consideration of their impact on our organizational direction and client commitments. While we maintain confidentiality on specific transactions or discussions, we assure all stakeholders that we will manage any future changes with a focus on continuity, enhancement of service capabilities, and alignment with industry best practices.

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?

On June 30, 2022, Francisco Partners, a leading global investment firm that specializes in partnering with technology businesses, completed the acquisition of healthcare data and analytics assets that were part of IBM's Watson Health business. Under the ownership of Francisco Partners, the new standalone company is called Merative. Additional information can be found here: <https://www.franciscopartners.com/media/merative> and here: <https://merative.com/>.

We do not make the details of possible or pending mergers and acquisitions or divestitures publicly available. However, we represent that there is no past or pending merger, acquisition or divestiture activity that would prevent us from discharging its obligations under a contract finally awarded to us.

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.

Over the past twenty-four months, our organizational structure has evolved to better align with market needs and our strategic vision. This includes optimizing our operations and potentially expanding our service offerings. We anticipate that our organizational structure may continue to evolve as we remain responsive to the healthcare industry's demands and technological advancements. Specific changes are made with a vision to strengthen our core capabilities and ensure we are well-positioned to serve our clients effectively. We share detailed information about such changes as appropriate within the framework of our client and partner relationships.

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.

We employed approximately 2,030 employees in December 2024 and 2,124 employees in December 2023.

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.

No, we may, as a matter of course, from time to time, be a party to a lawsuit. We are not, however, currently (nor in the years since it being established as a standalone company) a party to any lawsuit that will affect its ability to perform the services outlined in this RFP response. To the best of the submitter's knowledge, we represent that there is nothing in this area that precludes us from providing products and services to you under an agreement signed between the parties.

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.

No, we have not 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.

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.

No, We have not paid 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.

17. Confirm your company currently meets all applicable requirements of HIPAA and HITECH including the Administrative Simplification and Security Rule provisions.

Yes, we confirm. We currently meet 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.

No, to the best of the submitter's knowledge, we represent that there is nothing in this area that precludes us from providing products and services to you under an agreement signed between the parties.

19. Confirm your bid is valid for one (1) year subsequent to the date of submission.

Yes, we confirm our 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.

Yes, we 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.

Not applicable; there are no outside vendors or subcontractors involved in this engagement.

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.

Not applicable.

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.

The core team will include a Project Manager, Account Executive (Vendor Account Representative), Analytic Consultant and Data Manager.

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[REDACTED]

- 1. [REDACTED]

[REDACTED]

- 1. [REDACTED]
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- 3. [REDACTED]
- 4. [REDACTED]
- 5. [REDACTED]
- 6. [REDACTED]

[REDACTED]

[REDACTED]

- 1. [REDACTED]
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- 3. [REDACTED]
- 4. [REDACTED]
- 5. [REDACTED]

[REDACTED]

- 1. [REDACTED]
- 2. [REDACTED]

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- [REDACTED]
- [REDACTED]
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- [REDACTED]
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 - [REDACTED]
 - [REDACTED]

7.1.2 Bid Form (Attachment B Pricing)

Attachment B

BID FORM

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

Company	Contact Person	Telephone Number
Merative US L.P.	Molly Graham	917-885-3169

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)
These fees are for additional consulting projects if elected and are not related to the fixed-fee annual amounts in the table of the next page.					
Sr. Director/Sr. Scientist	\$474	\$498	\$523	\$549	\$576
Director/Scientist	\$458	\$481	\$505	\$530	\$557
Senior Manager	\$422	\$443	\$465	\$488	\$512
Manager	\$391	\$411	\$432	\$454	\$477

Senior Consultant	\$335	\$352	\$370	\$389	\$408
Consultant	\$288	\$302	\$317	\$333	\$350
Analyst	\$273	\$287	\$301	\$316	\$332
Senior Consultant	\$335	\$352	\$370	\$389	\$408

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.

	Maximum Flat Annual Fee				
PROJECT	Year 1	Year 2	Year 3	Year 4	Year 5
Decision Support & Consulting/Analytical Support Services	\$340,000	\$357,000	\$374,800	\$393,600	\$413,300
Cost for additional users above 8 users	N/A	N/A	N/A	N/A	N/A
Other: <u>We are waiving implementation fees; the pricing above is for five years of ongoing services post-implementation.</u>	N/A	N/A	N/A	N/A	N/A

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

Merative US L.P.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.

7.1.3 References (Attachment C)

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:

[REDACTED]

Dates of Service:

[REDACTED]

Contact Person:

[REDACTED]

Address:

[REDACTED]

City/State/Zip

[REDACTED]

Telephone Number:

[REDACTED]

Cell Number:

[REDACTED]

E-mail:

[REDACTED]

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

REFERENCE 5

Name of Company:

[REDACTED]

Dates of Service:

[REDACTED]

Contact Person:

[REDACTED]

Address:

[REDACTED]

City/State/Zip

[REDACTED]

Telephone Number:

[REDACTED]

Cell Number:

[REDACTED]

E-mail:

[REDACTED]

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

REFERENCE 6

Name of Company:

[REDACTED]

Dates of Service:

[REDACTED]

Contact Person:

[REDACTED]

Address:

[REDACTED]

City/State/Zip

[REDACTED]

Telephone Number:

[REDACTED]

Cell Number:

E-mail:

[REDACTED]

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

7.1.4 Minimum Vendor Requirements Confirmation

Section 6 – Minimum Vendor Qualifications

6 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.

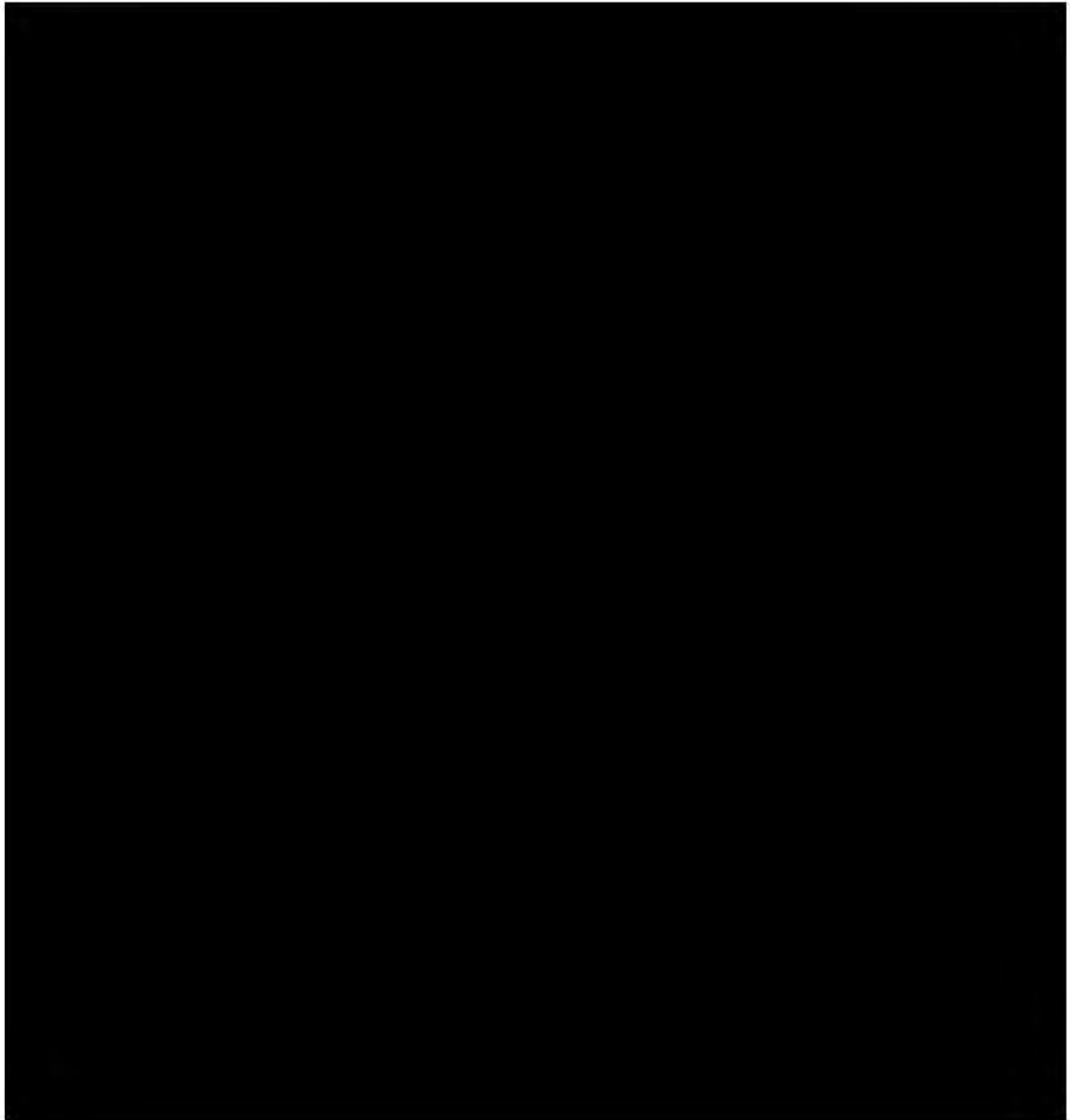
Please respond by restating each minimum requirement, including the number, listed below with documentation that proves specifically how your company meets the minimum criteria. Please include in your responses the total number of years and types of experience of your company. If, in the opinion of the 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.

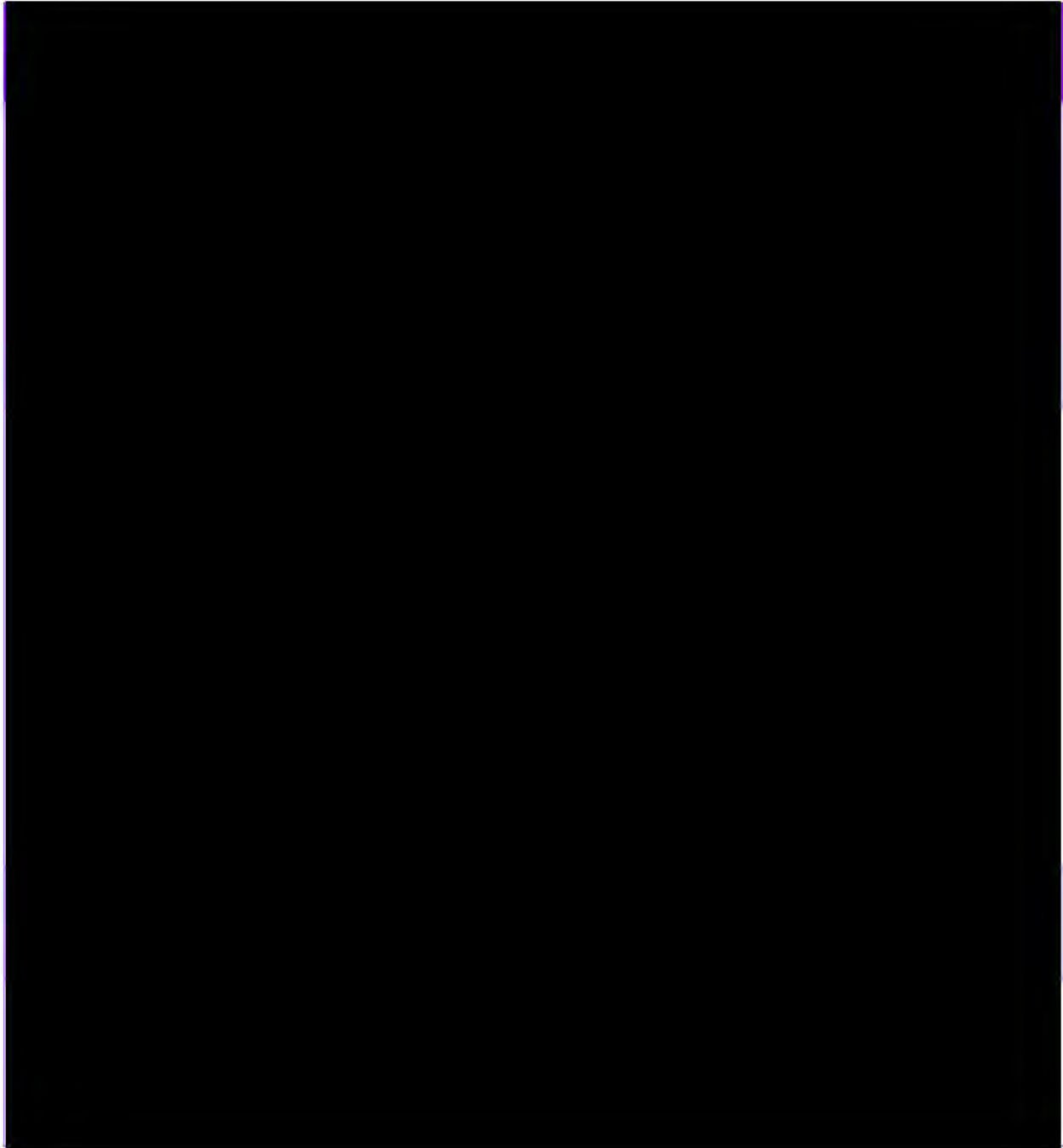
The vendor must have:

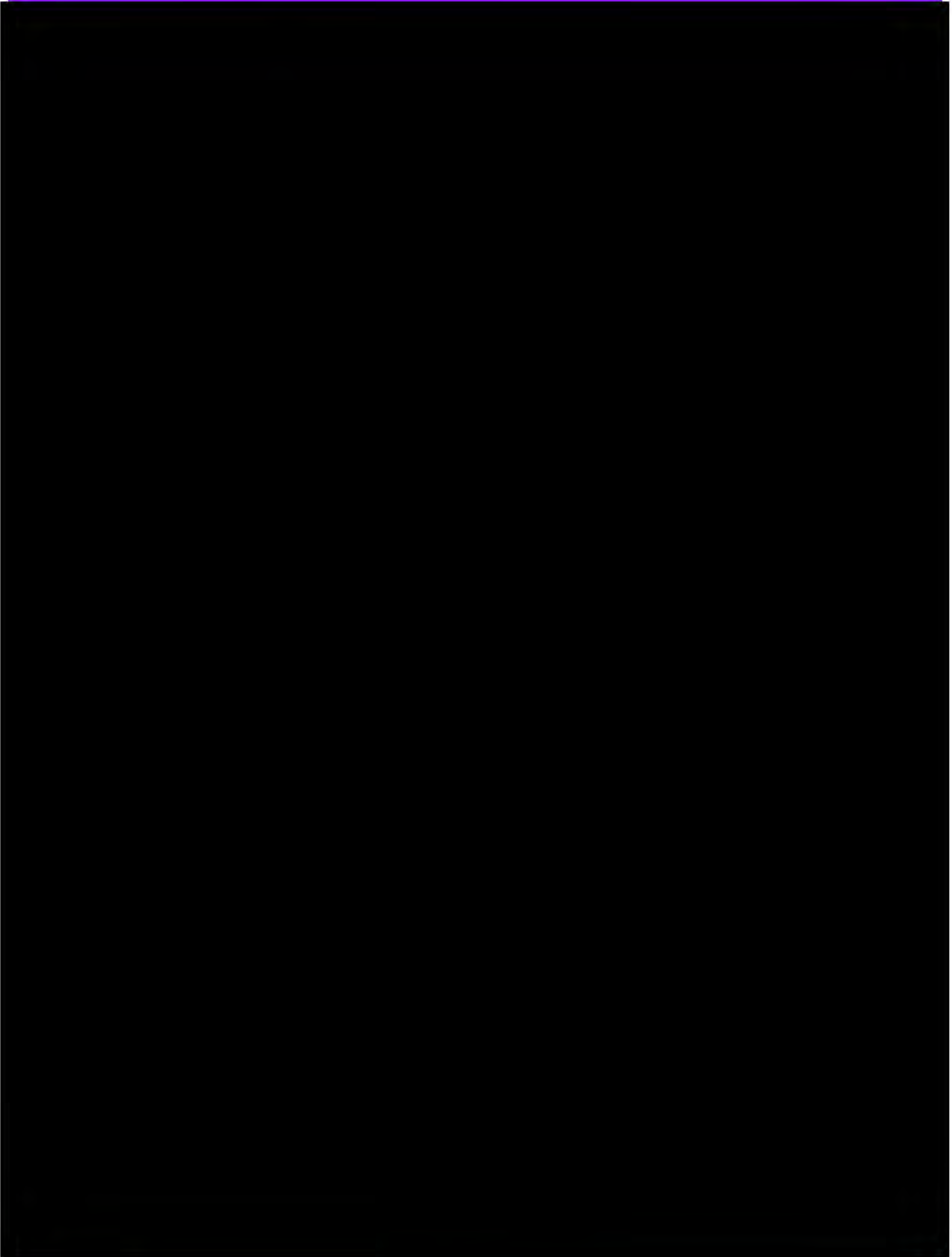
6.1 Prior Experience: The vendor must have been in business and provided services equivalent or similar in requirements and scale to those described in this IFB for a minimum of five (5) years as of February 1, 2025. The vendor must provide sufficient detail to demonstrate it has significant experience 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:

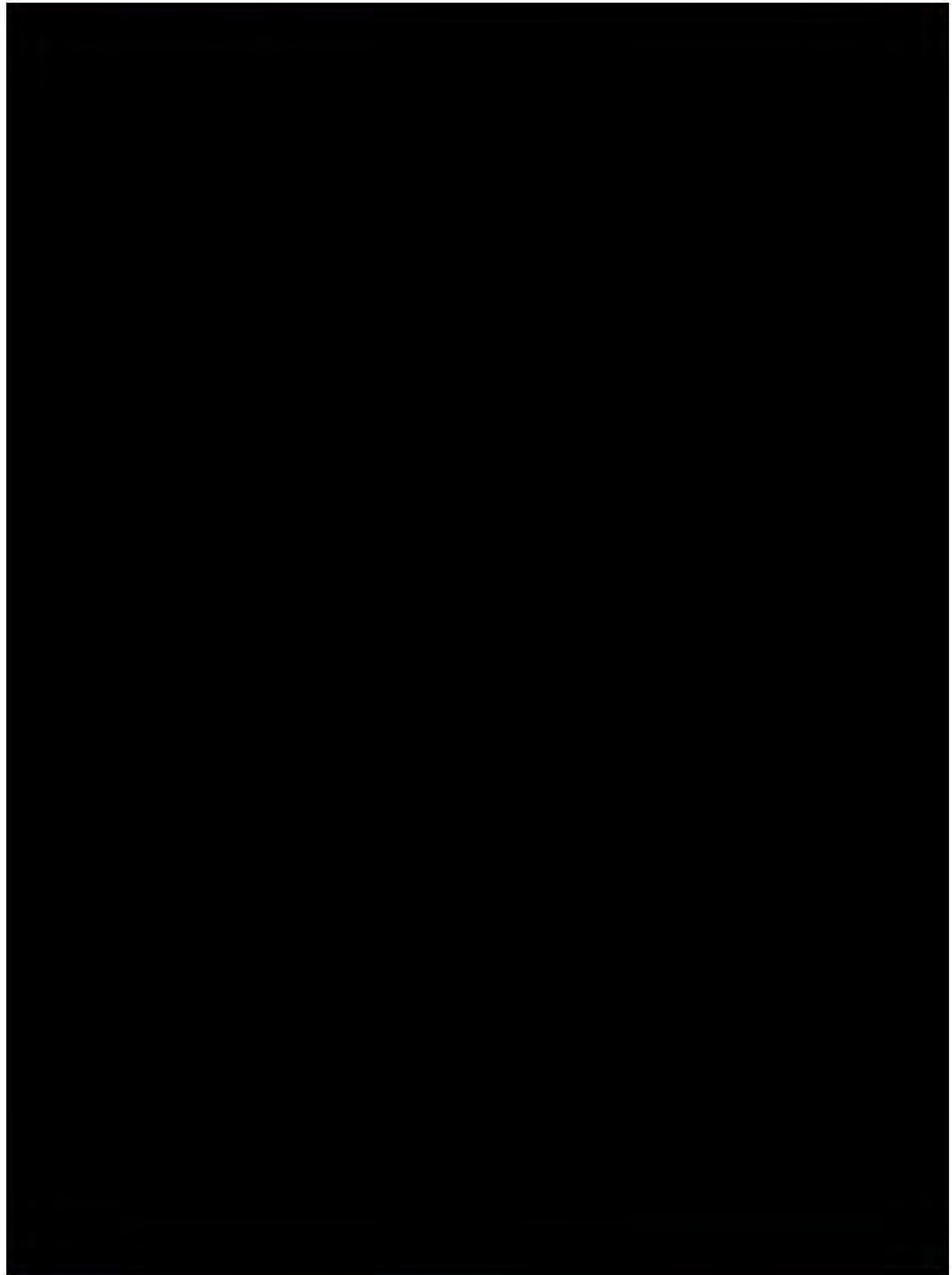
- a. Client information, including the client name and address as well as the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,*
- b. The type of work your company provided to the client (include brief description of services rendered and size 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.*

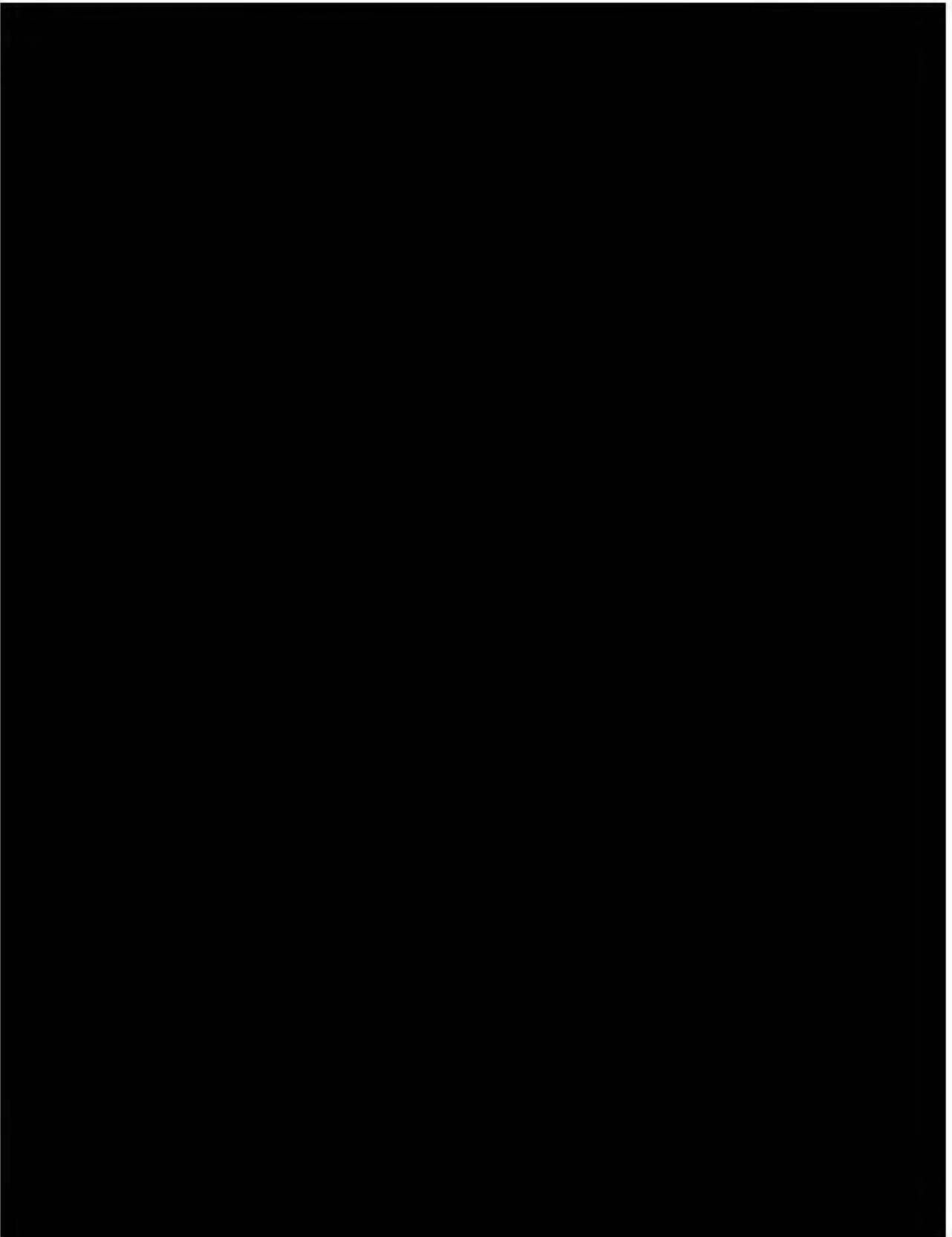
Identify six (6) clients/accounts (individual or group) your company has provided the equivalent or substantially similar services in requirements and scale to those services described in this IFB in the past five (5) years. One (1) of the six (6) must be the longest standing client, one (1) of the six (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.

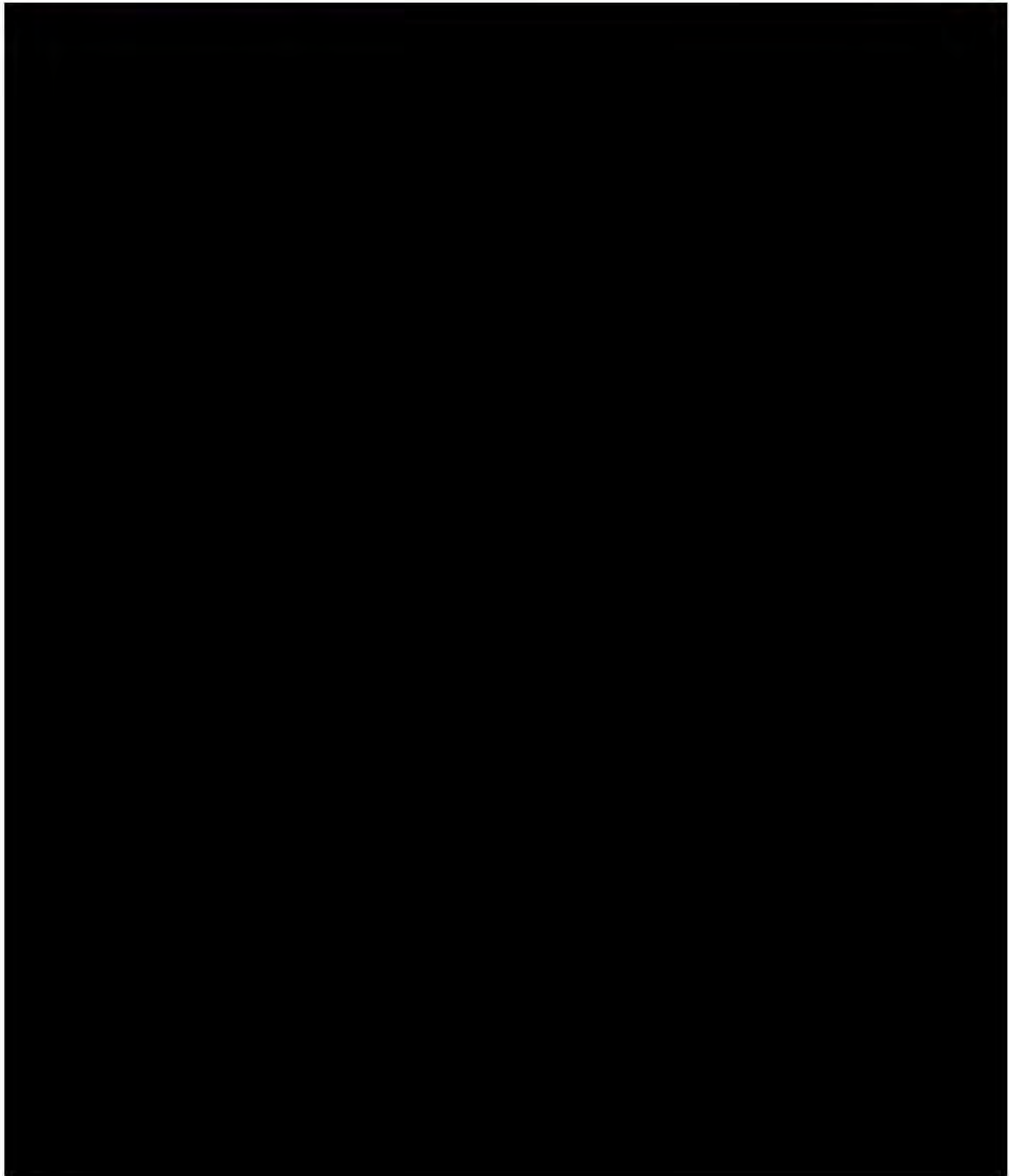












Vendor must provide all clients that have discontinued use of your services in the past five (5) years and your understanding of their discontinued use of your services.



6.3 The vendor must agree that all services performed on behalf of the Board must be provided (performed) within the United States. Please confirm.

Yes, we confirm. We will perform all services in the United States.

6.4 The vendor must comply with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi. Please confirm.

Yes, we confirm. We will comply with this requirement.

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.

Yes, we confirm. We will comply with this requirement.

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.

6.6 (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.

Our standard System Availability is $\geq 97\%$ for the time between 8:00 am and 10:00 pm ET, Monday through Friday, with the exception of scheduled database updates and/or upgrades described above. We agree to a system availability performance guarantee but requests consideration of a similar guarantee that is in place with all other clients.

6.6 (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.

Deliver the standard databases no later than ten **(10) business days** after receipt of the last usable data file. Exceptions include updates that are not standard (Examples of non-standard updates include data model changes, conversion program changes, security view changes, new Data Sources, dropped or replaced data, running custom reports, upgrades and migrations, Client request to delay delivery for a late Data File, and Client request to fix data issues due to Data Source error).

6.6 (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.

We are pleased to confirm that we meet the criteria specified in your requirements. For the duration of the contract, we will provide:

1. A toll-free telephone number.
2. Internet access to a post-implementation help desk that offers live assistance or the ability to leave a message 24/7.

Additionally, we guarantee non-automated responses to inquiries within one business day. Waiting on approval for the following part of our response: We acknowledge the provision regarding liquidated damages and will ensure compliance to avoid any penalties.

6.6 (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.

To align to contractual commitments Merative requests changing the requirement to the following:

"The vendor must guarantee to notify the Board within twenty-four (24) hours by phone and by e-mail of any '**confirmed**' **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.

6.6 (5). The vendor will place a maximum of twenty percent (20%) of the contract administrative fees at risk annually.

We agree to the annual at risk amount of 20%.

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.

At the start of the implementation project, your account team, which is made up of analytic, data management, and project management resources, as well as other relevant subject matter experts will conduct a kick-off meeting with you. This team will be directly involved in performing the production of your initial data warehouse database and supporting the project ongoing. During the kickoff meeting we will go through reporting requirements, data requirements, and draft timelines to finalize an implementation plan. We will also discuss project management processes and communication protocols. Following the initial kick-off meeting, we typically establish weekly, or as mutually agreed upon, virtual meetings throughout

the duration of the implementation to discuss current progress and next steps. The weekly agenda for this meeting includes a tracking spreadsheet that describes progress, milestones, expected completion dates, issue/resolution, and other project management related updates.

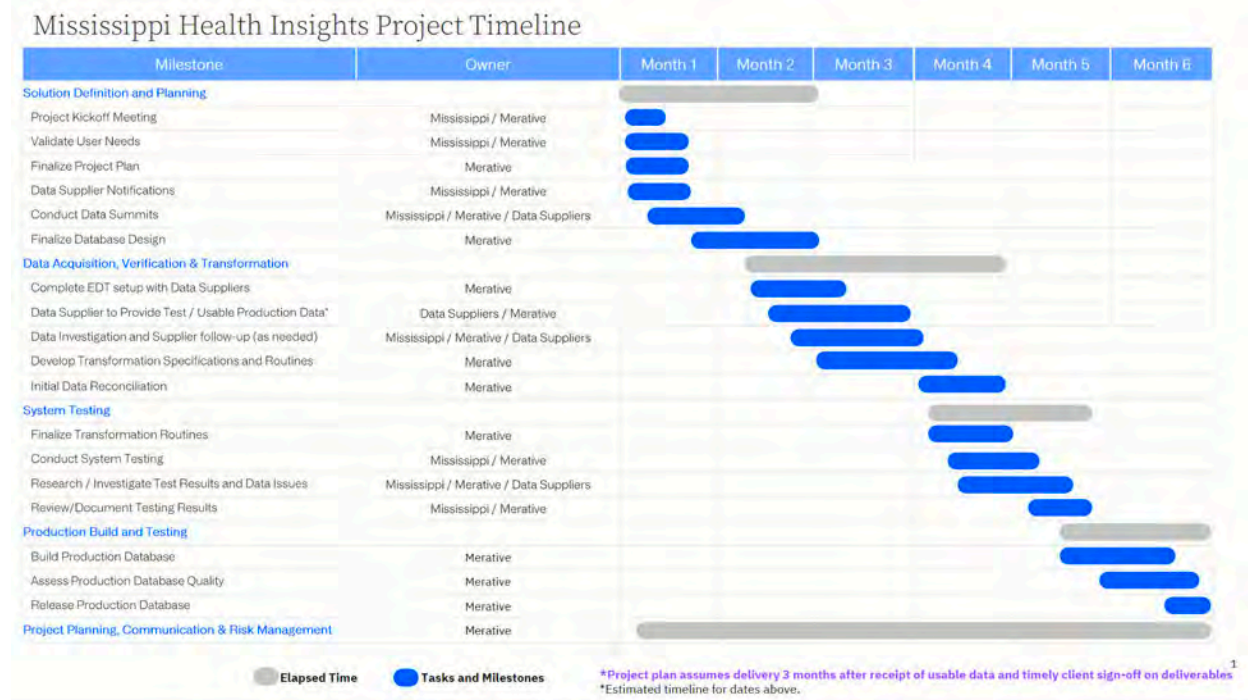


Figure 15. High-level Implementation Timeline

Implementation Methodology

Our implementation methodology reflects our proven experience with successful data warehouse implementations, which we tailor to accommodate the specific needs of your user community. The method's effectiveness relies on early, productive user involvement in the data warehouse requirements analysis and design. This ensures that you quickly realize value and that the end results meet your specifications for efficiency, performance, and analytical usefulness. It also facilitates user acceptance. We outline and describe the major implementation components and tasks below.

ADAPT Methodology

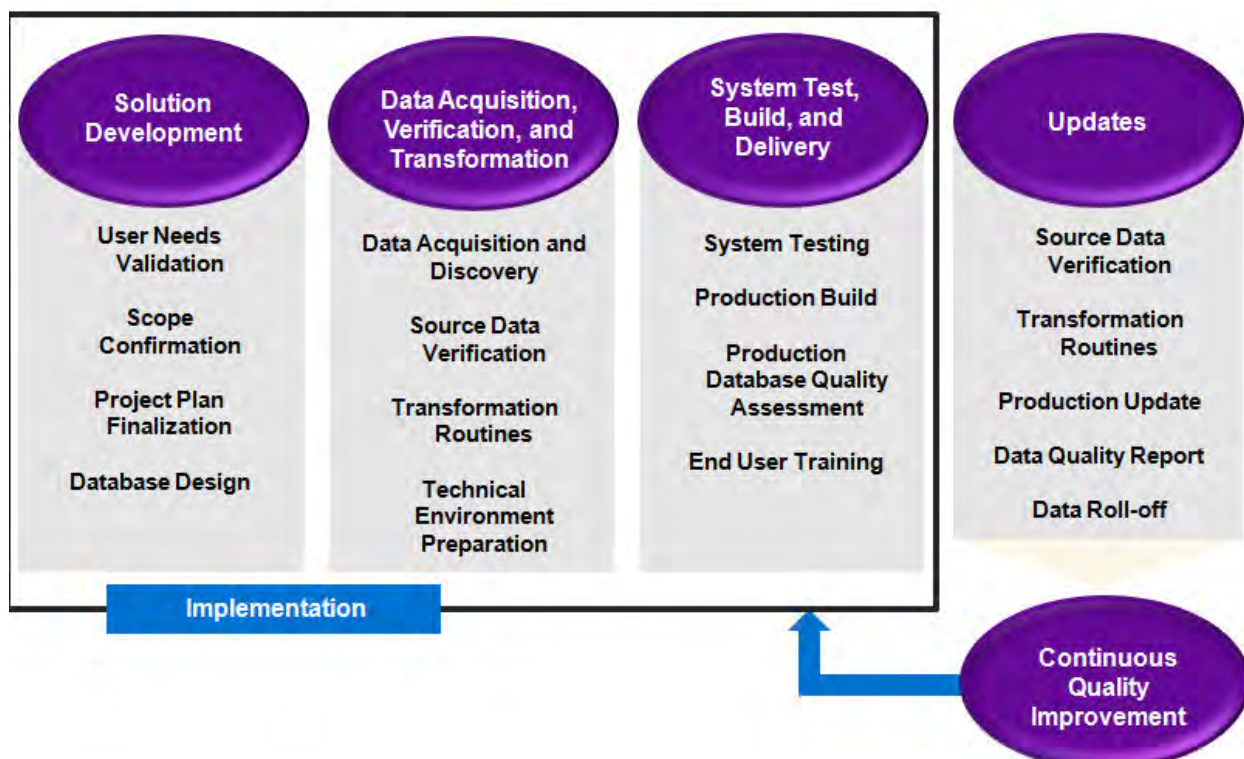


Figure 16. ADAPT Methodology

Solution Development

During this initial phase of the project, we identify your key business requirements.

1. **Validate User Needs:** We start this task during the sales process (using the RFP information) and finalize it in the Solution Development phase of the project. It begins with an assessment of your business and information requirements. We send a brief Needs Survey to key individuals throughout your organization to help us gain a clear understanding of users' key challenges, information needs, and analytic requirements. The survey information details the major objectives as well as specific information and reports you need to meet these objectives. We follow-up the survey with on-site User Needs Validation sessions with designated representatives from your user community to gain clarification and additional information. We document the results of the needs assessment activity in a brief summary of user needs. Once we start the project, based on the RFP information and feedback from the survey and onsite sessions, we are ready to move forward with the preliminary database design.
2. **Finalize Project Plan:** During the first weeks of the initial database build process, we actively work with your project management contact to define and agree on a final project plan. This plan highlights key milestones, due dates, critical dependencies (e.g., receipt of usable data from the data suppliers), and planned completion dates. The methodology includes processes for tracking issues, identifying and managing changes in scope, and a method for communicating across the joint team. In this step, we mutually agree to the project assumptions, change management process, and

roles/responsibilities of all involved parties. We distribute the final Project Plan at the completion of this task; our Project Manager uses this plan to lead and manage the project going forward. We review the plan with you on a regular basis during the project and update it as appropriate.

3. **Configure Database Design:** Our solution's data model provides the starting point for the database design. However, in this task, we use the result of the User Needs Validation process to identify required customizations to the standard data model. For example, we set up client-specific groupings to facilitate analytic reporting. We also define drill paths important for analytic reporting. In addition to the extensive number of standard data fields, we incorporate custom fields for your use driven by the reporting and query requirements in the RFP. The resulting deliverable is the Database Design document.
4. **Configure Measures and Reports:** During the development phase, we will outline the configuration to standard reports and measures that are necessary to meet your production reporting needs. We summarize these design requirements in the Custom Measures and Reports Design document and review it with your appropriate staff.

Data Acquisition, Verification, and Transformation

During this phase, we receive data from you, verify the contents against your documentation, as well as against industry standards. We also transform the raw data elements into a consistent format to load into the initial database. These steps include ensuring that the data model, transformation routines, reports, and measures support your specific reporting and query requirements.

1. A complete understanding of your claims and eligibility systems, data feeds, and file layouts is needed to help both of us understand the complexity of the project; establish appropriate expectations for resources, and deliverables; and help ensure the overall success of the project. Based on the information we obtain from the RFP, the User Needs Validation, and the Database Design, we develop a data requirements document that clearly outlines the content and format of the data extracts needed to support the application. We conduct a Data Summit to review the data requirements, define the key data sources, and identify issues related to integration, enhancement, and data quality. Working together, we identify known data quality issues so that we can assess and address them through database construction. We also develop strategies for assuring complete submission of managed care transaction data. Following the Data Summit, we begin the process of working with you to assist you in your development of data extracts that feed the data transformation that is part of the database build process. This also represents a Discovery phase that is a great opportunity for us to understand, in detail, the landscape of your claims and input systems. We can discover any unique characteristics specific to each claims environment and identify any gaps in data sources. For example, we may learn through this process that prescription drug claims may be managed differently for certain populations.
2. Our preferred data transmission method is electronic data transfer (EDT), which can be set up to either "push" or "pull" data according to your preference. We also have a web-based tool that enables data suppliers to transmit their data to us via the web. Either data transmission process automatically checks the data for compliance with the

expected data layout and basic content. If the dataset fails this validation, the supplier must fix the extract and resubmit the data. We employ a “two-chance” rule for test data submission—failure to deliver within that guideline generates out-of-scope work. This risk encourages everyone to stay on schedule and deliver quality data on your behalf.

3. Source data verification involves a thorough evaluation of each data source and data type. We use a proprietary utility called Data Profiler to evaluate the data against expected results. The evaluation consists of field-by-field testing for each type of data to determine the presence, validity, and completeness of coding for fields needed to meet your requirements. We provide you with a Data Quality report for each raw dataset. This report describes any data limitations or data quality issues that might impact the analytic value of the resulting database. We recommend an improvement approach that meets your long-term and short-term objectives. While no initial database ever has perfect data quality, it is still useful for many business purposes. The typical approach is to use what is available today and work with you to improve the coding over time. We have the additional capability to augment deficient data by setting fields based on other data sources or external references, such as “tagging,” from other data sources (specifically, eligibility or provider files), or “mapping” from external reference tables.
4. Once we complete the source data verification, we can finalize the database design. During this step we update the Preliminary Database Design document with any adjustments necessary to accommodate the available data. For instance, if a client wants to include Member Type in the database, we include it in the preliminary design. However, if the data validation process reveals that the eligibility file did not contain that data element, the final design would not include that field. The Final Database Design document is the key deliverable for this task. We must have your sign-off on this document before the project can proceed to the Transformation step.
5. After we receive the data layout and documentation for each dataset and understand the content and interrelationships of the source data fields, we develop a set of Transformation Routines for each source. These routines both describe and transform source data so that it can flow into the database. A major focus of the transformation relates to making key data elements consistent across all data sources to facilitate enhancements to the data, merging data from multiple sources, report preparation, and comparisons to internal and external benchmark data. The types of standardization we perform include calculations on financial fields to obtain consistently defined charge and payment fields, mapping all equivalent values to a single value, and mapping data such as place of service, type of service, and provider type to standard values. Our staff use a combination of third party and internally developed tools and standards to assist with the transformation process.
6. During the early part of this phase, we work with you to set up the technical environment for the initial database. In a service center arrangement, we are responsible for most of the technical setup tasks; your responsibility is the establishment of user devices and a network contact to establish data communications links into the network. To complete the technical environment setup, we will:
 - Develop the technical plan.

- Procure and set up the hardware system platforms and system software.
- Configure the physical tables.
- Prepare the production environment.
- Create and implement the communications strategy.
- Set up security protocols and user IDs.

System Test, Build, and Delivery

The objectives of the System Test, Build, and Solution Delivery phase are to test the transformation routines against the database design, modify the routines if needed, build the full production database, and train the system users. The main tasks during this phase are:

1. **Conduct System Testing:** We have created a robust set of tests that comprise a Test Plan, which we perform during the System Testing phase and the Production Build phase. This Test Plan includes a series of queries that are run against the database to verify that the database is consistent with the specifications and reconciles to control reports you and other data suppliers provide. The test plan includes critical areas that you are most interested in defining within your database. We test to ensure that field values meet expected valid values (e.g., age is between 0-150) and relationships of fields make sense (Service Date). During this iterative process, we identify problems or errors in the transformation routines or build process that we need to fix in order to produce a high-quality production database. The build software takes the data and builds a relational, integrated health information database. This sophisticated software makes clinical assignments, performs edit checks, reports on data quality, builds inpatient admissions and episodes of care, reconciles the data, and integrates multiple types and formats of data into a single data platform. System testing involves the iterative building of small databases (using a subset of your raw data) focused on testing the latest data transformation enhancements. We design each test base to validate the accuracy of the transformation, enhancement, and build processes; identify errors; and confirm the database logic. By testing the build process in this way, we can identify and correct problems before expending effort and resources on the full database processing. Each System Test run produces a series of Pass/Fail results from the Test Plan. During the final stages of this testing, we share these results with you, and we jointly agree on the process for next steps, including prioritization of issues, error resolution, and timing for production. We strongly recommend that key staff from your organization participate with us in a System Test online. Our experience with the numerous implementations conducted over the years has repeatedly demonstrated that this is a critical success factor.
2. **Build and Test Production Database:** Once we identify and resolve issues through the system, we execute transformation and build process on the full production database. We perform database testing on this full database using the same Test Plan to ensure we correct any previous issue and identify any new issues from non-previously system tested data. We share the test results with you.
3. **Assess Production Database Quality:** We implement a quality assessment process to support you in evaluating initial data quality and achieving continued improvement in

database quality with each update. We perform quality edits during system testing as part of the initial database installation. Quality checks evaluate the data for completeness, validity, and reasonableness. As mentioned earlier, our philosophy is that giving access to useful data (not perfect data) is very powerful for our customers. They can then assess more realistically where to focus data quality improvements once they are making decisions using the available data. We deliver a Data Quality Report at the completion of the initial database build and in a more streamlined way after each update. This report summarizes the data quality in terms of validity, completeness, and reasonability.

4. **Release Production Database:** Once we complete the testing process and you activate user IDs for the system, we release the Production Database for your use. Typically, training is done using your database.
5. **End User Training:** Training is a key deliverable. Upon completion of the initial database build, we provide training and education services geared to the needs of your users, based on their anticipated level of use. We have designed training around the needs of the user—so the user only has to attend the training components that apply to their access. During this stage, we also help you implement the Analytic Agenda, which shows how the database supports your specific business needs (e.g., rate-setting, quality assessment, financial modeling, and benefit evaluation). Using information gleaned from the Solution Development stage, we set specific analytic goals and objectives for the next year. We have found that setting this agenda early and revisiting it on a periodic basis ensures that you receive maximum value from your investment in a healthcare decision support system. The Analytic Agenda assists you with the integration of the new system into your day-to-day operations. The system will bring new tools, sources of information, and other dynamics.

Mississippi's Role

In terms of your implementation roles/responsibilities, we have found that the most successful implementations are those where we partner with you on the project. While we will lead the implementation effort we outline below, we have also found that implementations are most effective when you assign a specific implementation point of contact who can answer questions and be available to help drive the implementation forward. Ultimately, we will work with you to leverage our combined resources to facilitate a successful project.

We recommend the following client resource configuration to support the implementation. Resources should have sufficient content knowledge and organizational authority to make decisions and review/approve contract deliverables as established in the work plan/timeline. Depending on your infrastructure, one or multiple individuals with separately identified tasks may fill these roles.

Client Sponsor: Overall accountability to ensure resources are available to meet project deadlines (<5% of an FTE).

Project Manager: Key point of contact to coordinate client resources and meet client deliverables (<10% of an FTE).

Lead Analyst: Works with our analytical staff to ensure end-user needs are effectively met by final database specifications (may be fulfilled by multiple SMEs; <10% of an FTE).

Once implementation is complete, we handle ongoing management of the system and hold regular meetings with you to discuss analytic projects, database updates, and more.

The implementation timeline depends on several factors including the number and complexity of data feeds and the ability to obtain production-ready, usable data in a timely fashion. Typically, a new implementation from project kickoff/start to a go-live/release of the solution (for the data feeds we list in the pricing section) takes approximately 6 months.

7.1.5 Signed IFB Statement of Compliance and Exception(s) form (Attachment F)

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.

Noted. Any/all exceptions and explanations will be included in the IFB Statement of Compliance and Exception(s) form (Attachment F).

Docusign Envelope ID: 3243E62A-C7D4-42D2-8C47-6776F598F217

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. 6.6(4), page 14	6.6 (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.	The vendor must guarantee to notify the Board within twenty-four (24) hours by phone and by e-mail of any ~~confirmed~~ 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.	

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: Merative US L.P.



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.

7.1.6 Signed IFB Statutory Requirement Disclosure Statement

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.

This is not applicable as Merative has not provided solutions, services or assistance to The State in the previous fiscal year.

7.1.7 Signed Acknowledgment(s) of IFB Amendment(s)

3.7 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.

3.7 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

Amendment One

MDFA OI IFB for Decision Support and Related Health Care Analysis Consulting Services

MDFA OI IFB RFx Number: 3160007100

Amendment One

Issue Date: February 13, 2025

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance (OI) through this Amendment One, modifies the original MDFA OI IFB RFx 3160007100 issued on January 28, 2025.

1. The **attached Questions and Answers document** is incorporated fully along with this Amendment One as part of MDFA OI IFB RFx 3160007100.

Please acknowledge receipt of MDFA OI IFB RFx 3160007100 Amendment One by signing and returning this amendment, along with your bid, **on or before 2:00 PM CST, February 28, 2025**. This acknowledgment should be enclosed in your bid packet in accordance with the submission instructions located in the IFB. **Failure to submit this acknowledgment may result in rejection of the bid.**

Company Name: Merative US L.P.



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

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response
1.		02/11/2025, 9:54 AM	Will you please confirm that we can submit our vendor questions via the following email address? InsuranceRFP@dfa.ms.gov	All questions must be submitted as prescribed within the IFB to the email address identified.
2.		02/11/2025, 9:54 AM	We are a registered vendor today with the State of Mississippi but do we need to register on your MAGIC platform to submit our IFB proposal due on 2/28 or can we submit our proposal and exhibits/attachments via email.	Please understand that being recognized by the State of Mississippi Chief Procurement Officer for a state contract or cooperative is not the same as being a registered supplier with our state e-procurement system. If your company is not already registered with our state e-procurement system and has an assigned supplier number/account with it, we recommend doing so in advance as all electronic bids are required to be submitted via this system. Timely submission is the supplier's responsibility, regardless of delivery method elected (electronic or paper). Assistance with supplier registration or any other system related issues is available via email, mash@dfa.ms.gov, or by calling the MMRS Call Center at (601) 359-1343. This registration is a one-time event, so we recommend retaining the supplier information and using a generic company contact method (email) versus a specific individual to prevent any potential issues later with your company's account. As stated in IFB Section 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)." These are the only two acceptable methods for

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response																
				bid submission. Submission by other means will be rejected. Furthermore, emailed submissions fail to meet the “sealed” competitive bid requirement.																
3.	Section 4.1.25 - Must have/provide the following functional system requirements, page 8	02/11/2025, 10:25 AM	"Ability to provide audit trails" - Please further define the requirement related to audit trails.	This refers to the system’s ability to track and report changes and updates to the received and stored data.																
4.	Section 4.1.21 - Provide access to the system for a minimum of eight (8) designated users, page 7	02/11/2025, 10:25 AM	How many of the eight requested users will be third-party users from your consultant and actuary vendors?	The Board’s users currently include approximately X personnel in accounting, benefits, analysis, and management, as well as approximately X external actuarial and consultant users.																
5.	Section 7.1.6 - Signed IFB Statutory Requirement Disclosure Statement, pages 17-18	02/11/2025, 10:25 AM	Please provide a table showing the data source and data type that will be loaded to the decision support system. Please see sample table, below. <table><tr><th>Vendor</th><th>Data Type</th></tr><tr><td>Active Health</td><td>Disease Management</td></tr><tr><td>BCBS-MS</td><td>Medical</td></tr><tr><td>CVS Caremark</td><td>Rx</td></tr><tr><td>Minnesota Life</td><td>Life Insurance</td></tr><tr><td>Vendor Name</td><td>Eligibility</td></tr><tr><td>Vendor Name</td><td>Biometrics</td></tr><tr><td>Vendor Name</td><td>Provider</td></tr></table>	Vendor	Data Type	Active Health	Disease Management	BCBS-MS	Medical	CVS Caremark	Rx	Minnesota Life	Life Insurance	Vendor Name	Eligibility	Vendor Name	Biometrics	Vendor Name	Provider	Of the vendors listed in Section 7.1.6 of the IFB, the Board currently receives data into the decision support system from ActiveHealth® Management, Inc., Blue Cross & Blue Shield of Mississippi, Caremark PCS Health (CVS Pharmacy, Inc.), Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro), and Minnesota Life Insurance Company. The Board reserves the right to add or delete vendors to the current list of entities that will supply data to the selected decision support services vendor. Currently, the decision support system is receiving and maintaining wellness data relative to biometric measures, health risk assessments, and related risk assessment metrics. The volume, frequency, and content of such data imports is subject to change.
Vendor	Data Type																			
Active Health	Disease Management																			
BCBS-MS	Medical																			
CVS Caremark	Rx																			
Minnesota Life	Life Insurance																			
Vendor Name	Eligibility																			
Vendor Name	Biometrics																			
Vendor Name	Provider																			

Page 2 of 4

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response
	Background, page 2			
8.	Section 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, page 7	02/11/2025, 10:25 AM	Please clarify the requirement for "any transition of responsibilities".	The Board's goal is to minimize service disruption while providing adequate time and resources for the successful implementation of any new contract, either for these services or any other related services.
9.			I am wondering if there is a way to pull the incumbent's bid from the last time this contract was awarded. It would be great to understand who the competitors are for this bid and what the price point was in the prior period.	The current Decision Support and Related Health Care Analysis Consulting contract with Health Data & Management Solutions, Inc. is viewable by the public via https://www.transparency.ms.gov/ .

Question Submission Deadline: February 11, 2025, 5:00 PM CST

Response Issue Date: February 13, 2025

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.

The core team will be made up of a Project Manager, Account Executive (Vendor Account Representative), Analytic Consultant and Data Manager.

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From: [Alicia Coleman](#)
To: [Kurt Baxley](#)
Bcc: [Bert Emrick](#)
Subject: RE: <EXTERNAL>: Re: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services
Date: Tuesday, March 11, 2025 4:11:00 PM
Attachments: [Notice Re. Notice of NonResponsiveNonResponsible dated 20250311 Abett.pdf](#)
Importance: High

Warmest Greetings,

Attached is a notification regarding the State of Mississippi's January 28, 2025 Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services.

Please acknowledge receipt of this notification.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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From: Kurt Baxley <kbaxley@abett.com>
Sent: Tuesday, March 11, 2025 10:44 AM
To: Alicia Coleman <Alicia.Coleman@dfa.ms.gov>
Subject: <EXTERNAL>: Re: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services

Hi Alicia,

Please find attached our updated responses.

Kurt Baxley

Director, Client Accounts | Abett
(813) 924-2777
kbaxley@abett.com
www.abett.com [abett.com]

From: Alicia Coleman <Alicia.Coleman@dfa.ms.gov>
Date: Monday, March 10, 2025 at 10:31 AM
To: Kurt Baxley <kbaxley@abett.com>
Subject: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services

Warmest Greetings,

Attached is a notification regarding the State of Mississippi's January 28, 2025 Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services.

Please acknowledge receipt of this notification.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

March 11, 2025

Kurt Baxley, Director Client Accounts
Abett, Inc.
345 Knechtel Way NE, Ste. 101
Bainbridge Island, WA 98110

E-mail: kbaxley@abett.com

Dear Mr. Baxley:

In our letter dated March 10, 2025, the Mississippi Department of Finance and Administration Office of Insurance (MDFA OI) requested your company provide additional information associated with IFB Sections 6.1 and 11. The MDFA OI has reviewed your response dated March 11, 2025, and determined that your bid remains:

- Non-responsive for failure to provide the required three (3) governmental clients and to document that your company provides a minimum of 1,000,000 covered lives in its book of business.
- Non-responsible for failure to demonstrate that your company has the minimum five years of experience as of February 1, 2025. Per your response, your company provides 595,800 covered lives in its book of business. Of the clients listed, only one client (the longest standing) is in excess of the minimum number of years but fails to possess the requisite minimum 100,000 covered lives.

As such, your proposal cannot be considered for further evaluation due to the following:

Minimum Vendor Requirements cannot be waived. They are the minimum standard that all vendors must comply with to even be considered acceptable to warrant further evaluation.

We appreciate your time and hard work in responding to our solicitation. We will keep your company's name on our bid list for future solicitation projects and wish you much success in your future endeavors.

Respectfully,

Alicia Coleman, MCPM, CMPA
Procurement & Contracts Director, Office of Insurance

March 11, 2025 Abett Response to Clarifications

Section 6 – Minimum Vendor Qualifications

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.

Response: Please note that Abett has provided 5 employer references and one government reference, Kyrene School District. Abett serves clients larger than the State and with similar complexity. We feel this is commensurate with having governmental experience. We are offering our services at a deep discount to in order to prove to the State that we are able to serve their needs.

1.

- a. PointB, longest standing client, Kasey Schreiner, Benefits Specialist, kschreiner@pointb.com
- b. Abett serves as a data warehouse and decision-making platform for PointB by providing data management and warehousing services. Our platform ingests vast amounts of raw data from multiple sources related to PointB's benefit plan operations. This data is then standardized, ensuring consistency and accuracy across different datasets. By applying advanced aggregation techniques, Abett organizes and consolidates this information into a structured format that enables seamless analysis and reporting.
- c. 1,800 covered lives
- d. 6 years

2.

- a. Microsoft, Surekha Archer, Benefits Actuarial Analyst, suarcher@microsoft.com
- b. Abett empowers Microsoft with actionable insights by transforming complex datasets into meaningful analytics. Our platform provides decision-makers with the tools they need to identify trends, evaluate the performance of their benefit plans, and optimize operations. Through data visualization, predictive modeling, and customized reporting, Abett helps Microsoft streamline its decision-making process, improve cost efficiency, and enhance the overall effectiveness of their benefits program.
- c. 200,000 covered lives
- d. 1.33 years

3.

- a. AT&T, largest client, Luke Prettol, Principal Benefits Strategy Consultant, lp755h@att.com
- b. AT&T leverages Abett's data warehousing and analytics capabilities. Our platform provides decision-makers with the tools they need to identify trends, evaluate the performance of their benefit plans, and optimize operations. Through data visualization, predictive modeling, and customized reporting, Abett helps AT&T streamline its decision-making process, improve cost efficiency, and enhance the overall effectiveness of their benefits program.
- c. 250,000
- d. 2.67 years

4.

- a. Prudential, Dan Reber, Director Corporate Benefits, Daniel.Reber@Prudential.com
- b. Abett serves as a comprehensive data warehouse and decision-making platform for Prudential by providing robust data management and warehousing services. Our platform ingests vast amounts of raw data from multiple sources related to Prudential's benefit plan operations. This data is then standardized, ensuring consistency and accuracy across different datasets. By applying advanced aggregation techniques, Abett organizes and consolidates this information into a structured format that enables seamless analysis and reporting.
- c. 80,000 covered lives
- d. 4 years

5.

- a. Linde, Melanie Douglas, Director Global Benefits, Melanie.Douglas@linde.com
- b. Abett serves as a data warehouse and decision-making platform for Linde by providing data management and warehousing services. Our platform ingests vast amounts of raw data from multiple sources related to Linde benefit plan operations. This data is then standardized, ensuring consistency and accuracy across different datasets. By applying advanced aggregation techniques, Abett organizes and consolidates this information into a structured format that enables seamless analysis and reporting.
- c. 60,000 covered lives

d. 4.5 years

6.

a. Kyrene School District, government entity, Deb Spiurgin, Chief of Benefits Officer, dspurgin@kyrene.org

b. Abett serves as a data warehouse and decision-making platform for the school district by providing data management and warehousing services. Our platform ingests vast amounts of raw data from multiple sources related to school district benefit plan operations. This data is then standardized, ensuring consistency and accuracy across different datasets. By applying advanced aggregation techniques, Abett organizes and consolidates this information into a structured format that enables seamless analysis and reporting.

c. 4,000 covered lives

d. 2.75 years

Section 11 Insurance, Bonds, or Other sureties

Response: Abett will comply with the IFB insurance bond, or other sureties requirements.

From: [Kurt Baxley](#)
To: [Alicia Coleman](#)
Subject: <EXTERNAL>: Re: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services
Date: Tuesday, March 11, 2025 10:47:20 AM
Attachments: [Abett - 3.11.2025 Clarifications.pdf](#)

Hi Alicia,

Please find attached our updated responses.

Kurt Baxley

Director, Client Accounts | Abett

(813) 924-2777

kbaxley@abett.com

www.abett.com [[abett.com](#)]

From: Alicia Coleman <Alicia.Coleman@dfa.ms.gov>

Date: Monday, March 10, 2025 at 10:31 AM

To: Kurt Baxley <kbaxley@abett.com>

Subject: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services

Warmest Greetings,

Attached is a notification regarding the State of Mississippi's January 28, 2025 Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services.

Please acknowledge receipt of this notification.

Best regards,



Alicia Coleman, MCPM, CMPA

MDFA OI Procurement & Contracts Director

Office of Insurance/Procurement & Contracts

601-359-9271 (Office)

P.O. Box 24208

Jackson, MS 39225-4208

501 North West Street, Suite 1201C

Jackson, MS 39201

individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please refrain from reading, photocopying, distributing, retransmission, or otherwise using this e-mail or its contents in any way. If you have received this email in error, please notify me immediately by replying "Received in Error" and delete this message from your computer.

From: [Alicia Coleman](#)
To: [Kurt Baxley](#)
Bcc: [Bert Emrick](#)
Subject: RE: <EXTERNAL>: Re: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services
Date: Monday, March 10, 2025 11:01:00 AM

Hi Kurt,

Yes, regrettably not having the minimum 3 governmental clients would disqualify your firm.

Alicia

From: Kurt Baxley <kbaxley@abett.com>
Sent: Monday, March 10, 2025 10:44 AM
To: Alicia Coleman <Alicia.Coleman@dfa.ms.gov>
Subject: <EXTERNAL>: Re: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services

Hi Alicia,

I am writing to confirm receipt of your email. One question for clarification, in item 2 for clarification, if we cannot provide 2 more governmental clients for reference will we be excluded from consideration?

Kurt Baxley
Director, Client Accounts | Abett
(813) 924-2777
kbaxley@abett.com
www.abett.com [abett.com]

From: Alicia Coleman <Alicia.Coleman@dfa.ms.gov>
Date: Monday, March 10, 2025 at 10:31 AM
To: Kurt Baxley <kbaxley@abett.com>
Subject: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services

Warmest Greetings,

Attached is a notification regarding the State of Mississippi's January 28, 2025 Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services.

Please acknowledge receipt of this notification.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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From: [Alicia Coleman](#)
To: [Kurt Baxley](#)
Bcc: [Bert Emrick](#)
Subject: Notification Regarding the State of Mississippi's Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services
Date: Monday, March 10, 2025 10:29:00 AM
Attachments: [Notice Re. MVR Additional Info dated 20250310 Abett.pdf](#)
Importance: High

Warmest Greetings,

Attached is a notification regarding the State of Mississippi's January 28, 2025 Invitation for Bids for Decision Support & Related Health Care Analysis Consulting Services.

Please acknowledge receipt of this notification.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

March 10, 2025

Kurt Baxley, Director Client Accounts
Abett, Inc.
345 Knechtel Way NE, Ste. 101
Bainbridge Island, WA 98110

E-mail: kbaxley@abett.com

Dear Mr. Baxley:

On behalf of the State of Mississippi's State and School Employees Health Insurance Management Board, we appreciate your response to our Invitation for Bids (IFB) for Decision Support & Related Health Care Analysis Consulting Services. We have begun our review and need additional information regarding your bid in order to determine if it meets the IFB's mandatory minimum vendor requirements.

Minimum Vendor Requirement 6.1: "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 [emphasis added] 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."

1. Clarify and/or provide **specific** details to document how your firm satisfies this five (5) years of directly related experience requirement, meaning references

demonstrating the minimum 5 years of decision support & related health care analysis consulting services experience of self-insured health plans consisting of at least 1,000,000 covered lives in its book of business.

2. Of the clients identified in Section 6.1 and Attachment C of your bid, you failed to identify the client with the largest employee population and only provided one (1) of the three (3) governmental clients required.
3. Failed to adhere to the Prior Experience format outline in 6.1(a)-(d) for vendor responses to 6.1.

Section 11, Insurance, Bonds, or Other Sureties (Minimum Vendor Requirement): The Contractor shall maintain, throughout the term of this Contract, at its own expense, 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; 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 Workers' compensation coverage as required by the State of Mississippi. **Please confirm intent to comply with IFB insurance, bond, or other sureties' requirements.**

So that we may determine if your firm meets our minimum vendor requirements and properly evaluate your bid, your response to these questions **must be received by 5:00 PM CST on Tuesday, March 11, 2025.** Please note that failure to provide the requested information may result in the disqualification of your bid. In order to expedite this matter, please reply via email at InsuranceRFP@dfa.ms.gov.

We appreciate your cooperation and await your response so that we can resume our review of your bid.

Best regards,



Alicia Coleman, MCPM, CMPA
Procurement & Contracts Director, Office of Insurance

Number 6000016230 RFx Name 1130-25-R-IFBD-00063-V01 Status Submitted Bidder Abett, Inc. Target Value 0.00 USD RFx Number [3160007100](#)

[Rfx Information](#) [Items](#) [Notes and Attachments](#) [Conditions](#) [Approval](#) [Tracking](#)

[General Data](#) [Notes and Attachments](#) [Questions](#)

▼ Basic Data

Bidder Contact Information

Supplier Name: Abett, Inc.
Contact Person Name: Kurt Baxley
E-Mail: kbaxley@abett.com
Fax:
Phone: 8139242777

RFx Response Information

Last Changed On: 02/28/2025 11:06:46 CST
Last Changed By: Mr. Kurt Baxley
Creation Date: 02/28/2025 11:06:46 CST
Created By: Mr. Kurt Baxley

Event Parameters

Process Type: QUOT
Validity Period: -
Currency: United States Dollar
Detailed Price Information: Simple Price
Follow-On Document: Contract
Target Value of RFx in Original Currency: 0.00 USD
Target Value of RFx in Selected Currency: 0.00 USD
Target Value of RFx Response: 0.00 USD
Net Value of Header Items: 0.00 USD

Pricing Arrangement

Pricing Arrangement: ☐
Ceiling Amount:

Status and Statistics

Created On: 02/28/2025 11:06:46 CST
Created By: Mr. Kurt Baxley
Last Processed On: 02/28/2025 11:06:46 CST
Last Processed By: Mr. Kurt Baxley

Organization

Responsible Purchasing Organization: O 10000001 State of Mississippi - Purchasing
Responsible Purchasing Group: O 10000059 1130 GEN PURCH

▼ Partners and Delivery Information

[Details](#) [Send E-Mail](#) [Call](#) [Clear](#)

[Filter Settings](#)

Function	Number	Name	Phone Number
▪ Contact Person	203189	Kurt Baxley	8139242777
▪ Bidder	3102135581	Abett, Inc.	8139242777
▪ Location	17	MS DEPT FINANCE & ADMINISTRATION	

Attachment A

Name of Company: Abett, Inc.

Quoted By: Kurt Baxley, Director Client Accounts

Signature: *Kurt Baxley*

Address: 345 Knechtel Way NE, Ste. 101
City/State/Zip: Bainbridge Island, WA 98110
Telephone: 813-924-2777

Fax Number: N/A

E-Mail Address: kbaxley@abett.com

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

Same as 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?

Response: No, it does not contain 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.

Response: April 2014

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?

Response: Abett, Inc. was incorporated in 2014. The company has provided the Lockbox service to major American employers since 2020.

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.

Response:

Full legal name:

Abett, Inc.

Web address:

www.abett.com

Mailing address, physical location, and place of business:

345 Knechtel Way NE, Ste. 101

Bainbridge Island, WA 98110

State of Incorporation:

Delaware

6. List the office that will serve the Board/M DFA. 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.

Response: Our home office noted above will serve the State of Mississippi.

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.

Response:

Abett, Inc. is a C corporation, registered in the state of Delaware.

Board of Directors:

Michael Hanlon, CEO, Abett

Andrew Perlman, Founding Managing Partner, GreatPoint Ventures

Vishal Lugani, Founding Partner, Acrew Capital

David Atchison, Investor, Seattle, WA

8. List the name and principal occupation or business of any person or entity owning five percent (5%) or more of your company.

Response: Michael Hanlon, CEO, Abett

GreatPoint Ventures (institutional venture capital investor)

Acrew Capital (institutional venture capital investor)

NextGen Venture Partners (institutional venture capital investor)

9. List the name(s) of any organization(s) of which your company owns or controls five percent (5%) or more.

Response: None

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.

Response: No, Abett is not currently for sale.

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?

Response: We have had no changes in ownership or name in the past three years. There are no plans to change the name or ownership of Abett.

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.

Response: There have been no changes in the organizational structure over the last two years and no changes are planned.

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.

Response: Average number of employees in 2024: 45

Net change year-over-year: + 9, due to revenue growth and external financing.

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.

Response: No, we have not been involved in a lawsuit in any area covered by this IFB.

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.

Response: No, Abett has not been cited or threatened with citation in the last three years by federal, state or local regulation.

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.

Response: No, Abett has never had a breach or incident.

17. Confirm your company currently meets all applicable requirements of HIPAA and HITECH including the Administrative Simplification and Security Rule provisions.

Response: Confirmed, Abett 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.

Response: No, Abett has not been party in any material criminal litigation in the last five year.

19. Confirm your bid is valid for one (1) year subsequent to the date of submission.

Response: Confirmed

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.

Response: Confirmed, Abett will cooperate.

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.

Response: Abett does not utilize outside vendors or subcontractors to provide analytics services.

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.

Response: None of the Abett team members or their families have been 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.

Response: Please see Exhibit I – Resumes for:

Ponti Das – Account Manager

Bridget Keaton – Director, Client Services

Jonathan Brown – VP, Lockbox Analytics

Kate Lofgren – Chief Scientific Officer

Attachment B

BID FORM

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

Company	Contact Person	Telephone Number
Abett, Inc.	Kurt Baxley	813-924-2777

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)
PhD Economist	\$500	\$500	\$500	\$500	\$500

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	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Cost for additional users above 8 users	\$0	\$0	\$0	\$0	\$0
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: Abett, Inc.

Printed Name of Representative: Kurt Baxley

Date: 2/24/2025

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: Microsoft
Dates of Service: October 2023 - Present
Contact Person: Surekha Archer
Address: 700 Bellevue Way NE
City/State/Zip: Bellevue, WA 98004
Telephone Number: 425-705-1900
Cell Number: _____
E-mail: suarcher@microsoft.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: AT&T
Dates of Service: June 2022 - Present
Contact Person: Luke Prettol
Address: 208 South Akard St.
City/State/Zip: Dallas, TX 75202
Telephone Number: 346-351-4785
Cell Number: _____
E-mail: lp755h@att.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3

Name of Company: Prudential
Dates of Service: December 2020- Present
Contact Person: Dan Reber
Address: 88 Pacific St
City/State/Zip: Newark, NJ 07105
Telephone Number: 973-344-1424
Cell Number: _____
E-mail: daniel.reber@prudential.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4

Name of Company: Linde
Dates of Service: August 2020- Present
Contact Person: Melanie Douglas
Address: 10 Riverview Dr.
City/State/Zip: Danbury, CT 06810
Telephone Number: 844-445-4633
Cell Number: _____
E-mail: melanie.douglas@linde.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5

Name of Company: Kyrene School District
Dates of Service: March 2022 - Present
Contact Person: Deb Spurgin
Address: 8700 S Kyrene Rd
City/State/Zip: Tempe, AZ 85284
Telephone Number: 480-541-1315
Cell Number: _____
E-mail: dspurgin@kyrene.org
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

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: Abett, Inc.

Printed Name of Representative, Title: Rich Krutsch, President US Employers

Date: 2/27/2025

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.



Abett Disclosure Statement

February 28, 2025



State of Mississippi State and School Employees' Health Insurance Management Board:

As required in Section 7.1.6 of the IFB RFX 3160007100, regarding Mississippi Code Annotated § 25-15-9(1)(a), Abett has not provided any services to the Board or OI in the development of the Plan and have not received any compensation. Therefore, this provision of the Code does not apply to Abett.

Sincerely,


Kurt Baxley

Ritochit (Ponti) Das

425.877.8434

ritoचित.das2@gmail.com

Linkedin: <https://www.linkedin.com/in/ritoचित-das-1118b697/>

7 years professional experience

6 years Customer Success & Software Implementation experience

Experience

Client Services Account Manager

Abett, AUG 2024 - Present

Acting as a trusted advisor to Abett's enterprise clients by helping them realize value with Lockbox, achieve their goals, and provide better care for their members

Customer Success Manager

Highspot, APRIL 2022 - AUG 2024

Managed and delighted customers by implementing success programs, multithreading accounts, and uncovering new use cases for Highspot, achieving 100% renewal and expansion quota targets with a book size of \$3MM ARR & 35 customers

Sales Operations Analyst

Sprout Social, AUG 2021 - APRIL 2022

Owned performance reporting, quota modeling, and day-to-day operations for the Enterprise Sales team, developed territories for the Enterprise Sales team, and assisted in leadership-level decision making

Business Analyst

ChemPoint, JAN 2021 - AUG 2021

Acted as lead business analyst for a project to replace Chempoint's PIM (Product Information Management) tool

Adoption Consultant

DocuSign, JUNE 2019 - DEC 2020

Acted as project manager and onboarding consultant for customers utilizing DocuSign products

Professional Services Associate Consultant

Veeva, MARCH 2018 - MAY 2019

Configured custom cloud based quality management and document control systems for clients in the CPG and Chemicals industries

Education

University of Washington / MS in Business Analytics 2021

University of Illinois / BS in Chemical Engineering 2017

Certificates

Certificate in Business Analysis / University of Washington

Applied Machine Learning with Python / Coursera

Data Visualization and Representation with Python / Coursera

Intro to Data Science with Python / Coursera

Kate Lofgren, PhD MPH

kate.lofgren@gmail.com • (720) 289-5915

Summary

Industry leader with 10+ years of experience in health economics and decision science. Specialties include evidence generation strategy and execution, product development, team management, external engagement, and value-based contracting. Demonstrated ability to quickly master clinical domains with a proven publication record in plan design optimization, oncology, fertility, maternal health, and child mortality.

Experience

Chief Scientific Officer | Abett | Oct. 2023 – Present

- Founded the Health Economics and Outcomes Research Team as the Research and Development function for a health-tech company focused on analytics for large employers that self-sponsor health and wellness benefits.
- Built and managed a team of causal inference data scientists, predictive machine learning specialists, and a junior analyst.
- Created the analytic product strategy and launched the company's first analytic software offering to assess and improve core health benefits and evaluate vendor performance on financial and clinical outcomes.
- Engaged academics in conference panels (ISPOR, ICER) and in long-term working groups (Tufts Center for Biomedical System Design)
- Developed a consulting model for in-depth analyses of inefficient spending or member care gaps in medical/Rx claims to identify specific targets for benefit team interventions.

Associate Director, Health Econ. & Outcomes Research | Foundation Medicine | July 2020 – Sept. 2023

- Created and executed Foundation Medicine's Health Economics and Outcomes Research evidence strategy including successful publication collaborations with 2 community oncology networks and an oral presentation at the American Society for Clinical Oncology (ASCO) annual conference.
- Supported the development of an innovative value-based contract to increase access and coverage for comprehensive genomic profiling with a regional insurer (Point32).
- Developed the product narrative leveraging the team's evidence strategy including a presentation to 500+ sales and field-based employees at Foundation Medicine's National Sales Meeting.
- Represented Foundation Medicine in external industry organizations included ACGP, BloodPac, and NCCN Policy.
- Co-Led the development of the Medical Affairs strategy across 3 product lines (tissue-based CGP, liquid CGP, and ctDNA monitoring) and 10+ disease areas including pan-tumor CDx approvals.

Graduate Student Researcher | Ariadne Labs | 2016 – 2017

- Led the micro-costing study for Ariadne Lab's BetterBirth Trial in Uttar Pradesh, India leading to a publication in *BMJ Open* on the cost of implementing the World Health Organization's Safe Childbirth Checklist into regular clinical practice as a measure of nurse staffing time.

Consultant | World Bank | 2015 – 2016

- Designed a cost-effectiveness analysis of trauma insurance for road traffic injuries for the state of Karnataka, India for World Bank financing evaluation
- Studied low-income beneficiary knowledge and utilization of coverage provisions through the Health Equity Fund in Cambodia

Project Officer, 2013 – 2017

- Managed data survey collection effort in Shanghai and Beijing, China, resulting in 5,456 surveys: contributed to survey design, led local data collection training, enforced QC of incoming data.
- Successfully negotiated and closed multiple data sharing agreements with the National China Centers for Disease Control and the Maternal and Child Health Surveillance Groups.
- Spearheaded collaboration with the China Centers for Disease Control. Achieved first-ever data access and analysis on China subnational burden of disease.
- Supervised overhaul of UNAIDS Spectrum HIV model and production of comprehensive TB and malaria estimates. Enabled systematic progress measurement towards Millennium Development Goal 6 worldwide for publication.

GOLDEN BRIDGES FOUNDATION, BEIJING, CHINA Product Manager

2012 – 2013

Directed local and remote web development teams developing hybrid (in-person/online) social engagement platform. Supported and engaged the CEO in bilingual (Chinese and English) environment to establish and maintain project management systems.

- Overhauled platform's web user interface and branding, significantly improving onboarding experience.
- Doubled the number of new monthly users through re-design and engagement campaigns.

Education

M.A. in International Studies, University of Washington, Seattle, WA

B.A. in Economics, University of Washington, Seattle, WA

Udacity Nanodegree, Introduction to Programming, Python

Languages: Advanced Mandarin Chinese (spoken and written); intermediate Spanish

BRIDGET S. KEATON

bridgetkeaton@hotmail.com | (206) 612-2760 | www.linkedin.com/in/bridget-keaton

Highly driven and motivated professional with experience in client relations, product operations, benefits management, content creation, storytelling, and marketing. Excellent written communication skills, strong interpersonal and collaboration abilities that lead to strong client relationships.

WORK EXPERIENCE

Abett Inc. Seattle, WA	Aug 2021-Current
Director, Client Services	Sept 2024-Current
- Established standard practices across the Client Services team to ensure onboarding policies, quarterly business reviews, quarterly updates, new implementations, and client outreach are consistent across the company. These were previously done in whatever method that each account manager deemed appropriate. - Maintains strong relationships with all clients and ensures each account manager keeps their accounts at top of mind. Each client should feel like they are the only client. - Launched our first analytics tool with a Fortune 100 client. This analytics tool was designed with the client and took a year to bring to fruition. They previously had no way of seeing their benefits data and can now understand the health patterns of their members. - Collaborated cross-functionally to remove communication silos. Helped establish the standard usage of Asana as a workflow tool to minimize thrash and create smoother communication.	
Account Manager	July 2023-Sept 2024
- Successfully create relationships with Abett's highest profile clients. This includes constant communication and transparency with the clients to ensure all their needs are met. - Accountable for the smooth implementation of each client's Lockbox with constant coordination between internal teams and outside vendors. - Managed the implementation of a Fortune 100 client's incentive program. This program was launched in less than six months and operated as the rewards engine for over 110,000 members.	
Implementation Manager	Nov 2021-July 2023
- Collaborate with clients to understand their business needs. - Work with data partners to build and test data connections and pipelines. - Create and validate mission-critical data reports for clients and data partners. - Review and resolve operational production issues, responding with sharp attention to detail. - Engage with Abett's engineering and product teams to improve and enhance the Lockbox platform and processes.	
Content Marketing Manager	Aug 2021-Nov 2021
- Write and publish White Papers to the Abett website and LinkedIn on healthcare policy - Anticipate the key topics in the market to create relevant collateral - Assist with rebranding Abett's image	
TheWMarketplace.com Seattle, WA	
Content Writer	Dec 2020-Aug 2021
- Conduct interviews and create weekly articles spotlighting female entrepreneurs who broke barriers and challenged societal norms to be published on TheWMarketplace.com, a woman owned ecommerce site - Write compelling content that creates an emotional connection with the audience through storytelling - Increased traffic to TheWMarketplace.com with articles and received high praise from founder for writing abilities	
Seattle Photo Organizing Seattle, WA	
Creative Project Manager	June 2020- Aug 2021
- Organize, scan and archive photos for families to efficiently view and aesthetically preserve their belongs - Design and create personalized wedding, travel and family photo albums using Adobe Creative Suite - Produce a high-quality final deliverable for clients with attention to detail and aesthetic	
Cozen O'Connor Seattle, WA	
Administrative Coordinator	Aug 2019-Jan 2020
- Created written procedural legal communications in support of pleading documents - Increased office efficiency through creation of new file organization system and standard format for documents - Communicated with team of legal secretaries, paralegals and attorneys on a daily basis to complete projects	
glassybaby Seattle, WA	
Sales Associate	June 2018-Aug 2019
Amazon Seattle, WA	
Creative Lab Intern	Oct 2018-June 2019

- Taught daily art classes to Amazon employees with an average of 30+ students per class
- Engaged with different Amazon team members to enhance their creativity in the workplace
- Created “how-to” instruction guides using Adobe Photoshop for each art activity

PicMonkey | Seattle, WA

Channel Marketing Intern

Oct 2017–Dec 2017

- Copywriter for social media posts on Pinterest, Instagram, Twitter and Facebook
- Managed all social media and responded to user questions and comments to drive Increased engagement
- Promoted the PicMonkey brand by creating a content calendar focused on key themes, crafted and scheduled daily social media posts based on editorial publishing calendar
- Designed and created templates and how-to videos to bring more traffic to PicMonkey site

EDUCATION

University of Washington | Seattle, WA

May 2020

B.A. Photomedia and International Studies, GPA: 3.7, Nominated for Jackson Leadership Award (2020)

- Study Abroad: Bangalore, India (Winter, 2018) & Rome, Italy (Winter, 2020)

LEADERSHIP ACTIVITIES

Seattle Preparatory School Girls Cross Country Coach

Aug 2021-Dec 2023

- Coached high school girls’ varsity and junior varsity cross country teams for three seasons. The girl’s teams competed at the Washington State meet all three years.

Jackson School of International Studies Task Force Editor

Jan 2020-Mar 2020

- Selected by former U.S. Ambassador to edit 200+ pages of report on EU Security Planning for final presentation
- Conducted research and analysis of EU Security & Defense to present solution to board for the German Marshall Fund

Kappa Alpha Theta Fraternity: Philanthropy Director

Jan 2017-Jan 2018

- Developed philanthropy efforts including organizing 5K race and week-long fundraising events
- Inspired participation and coordinated with outside vendors and sponsors to raise awareness for CASA

INTERESTS & SKILLS

- Completed 7 marathons (PR: 2:55.22), 6 half-marathons, 2 triathlons and 12X finisher of Seattle to Portland Bike Ride
- Skills: Adobe Creative Cloud, PicMonkey, Microsoft Office Suite, Asana, PowerBI, Salesforce, Get Outline, Basic SQL

Qualifications Summary

- 12+ years of experience in client-facing, product ownership, and project management roles building strategic relationships with executive stakeholders, tailoring services and projects to client goals, and managing product across geographically dispersed teams.
- Especially effective in communicating complex topics to broad audiences in insurance, life sciences and other industries.
- Knowledgeable in statistical modeling techniques (regression models, time series forecasting, hierarchical models, ensemble models, Bayesian models), programming languages (Python, SQL, HTML, CSS) as well as natural history models and simulation.

Career Experience

ABETT, SEATTLE, WA VP of Analytics

2021 – Present

- Own the development of Abett's Lockbox Analytics platform, coordinating across engineering, data science, sales, and operations teams.
- Collaborate with clients to understand their data needs, ensuring the platform delivers actionable insights that drive business value.
- Drive the Lockbox Analytics platform's product roadmap, prioritizing features based on impact, feasibility, and customer feedback.

IHME CLIENT SERVICES, SEATTLE, WA Senior Associate

2018 – 2021

- Led analytics team doing bespoke simulation and statistical analyses for client engagements across insurance, pharmaceutical, and tech sector.
- Spearheaded production of SaaS data access and visualization platform to streamline client engagement with data products.
- Founding member of the IHME Client Services group, an entrepreneurial and independent body housed within the University of Washington Medical School.
- Co-led commercialization of products such as a global public health data set that generated over \$18M in revenue since launching.
- Responsible for client engagement from start to finish: business development, scoping projects, planning analyses, and presenting outcomes to senior leadership.

INSTITUTE FOR HEALTH METRICS AND EVALUATION, SEATTLE, WA Senior Research Manager, 2017- 2018

2013 – 2018

- Led team of 12 engineers, researchers, and data analysts to produce IHME's first comprehensive global demographic and disease projections.
- Developed data visualization tool (Link: vizhub.healthdata.org/gbd-foresight) by managing forecasting platform development, incorporating external and internal user insights.
- Supported publication and dissemination of first-ever mortality forecasts for all diseases across 195 countries globally as well as population and fertility projection to 2040. Resulted in top 5% publication (Altmetric).
- Successfully presented project results to internal and external key stakeholders such as OECD, Bill and Melinda Gates Foundation, Pacific Life Re, and Boston Consulting Group.
- Promoted from Research Manager to Senior Research manager in 2017 after one year.

Researcher | Institute for Health Metrics and Evaluation | 2010 – 2014

- Led childhood mortality estimation for the Global Burden of Disease 2010 and 2013 studies in *The Lancet*.
- Evaluated preventative care services covered through the IMSS insurance system through a one-year field assignment in Mexico.
- Developed death distribution methods to account for the under-registration of deaths in vital registration system

Publication Summary

Over 20 total publications with 18,000+ citations in the literature published in high-impact journals including *The Lancet*, *The American Economic Review*, and *Health Economics*. I have a history of successful oral presentations and panel participation at ASHEcon, SMDM, ISPOR, and ASCO. My full publication list is available on my google scholar page [here](#). Recent senior and first-author publications are listed below:

Huang, R. S. P., Lee, J. K., & **Lofgren, K. T.** (2024). *Clinical value of comprehensive genomic profiling on clinical trial enrollment for patients with advanced solid tumors*. *The Oncologist*. Advance online publication.
<https://doi.org/10.1093/oncolo/oyae293>

Yorio, J*, **Lofgren, K. T***, Lee, J. K., Tolba, K., Oxnard, G. R., Schrock, A. B., Huang, R. S. P., & Brisbin, L. (2024). Association of Timely Comprehensive Genomic Profiling With Precision Oncology Treatment Use and Patient Outcomes in Advanced Non-Small-Cell Lung Cancer. *JCO precision oncology*, 8, e2300292.
<https://doi.org/10.1200/PO.23.00292>

*co-first authors

Education

Harvard University

Ph.D. in Health Policy with a concentration in Decision Science (Committee Chair: Dr. Laura Hatfield)
Dissertation Title: Informing Financial Investments in Health: Applications of Decision-Analytic Models

University of Washington

M.P.H in Global Health

Smith College

B.A in Biology with a minor in Mathematics

Skills

Claims analysis, EHR data, RWD/RWE, econometric methods, decision-analytic methods, value-based contracting, R, AWS, Azure, public speaking (with experience up to 2000+ person audiences), community practice engagement in research projects, collaboration with academics.

Service

Co-Chair of the Society for Medical Decision Making | 2020 – Current

- Run a committee of 20+ individuals hosting 4 events at the Society's annual meeting as well as 3+ off-conference seminars or other educational events per year

Awards

2018 | National Bureau of Economic Research Valuing Health Research Fellowship

2017 | John C. Hanson and Katherine Vogelheim Research and Travel Grant

2016 | Award for Teaching Excellence, Harvard Derek Bok Center for Teaching and Learning

2016 | Howard Raiffa Teaching Grant

2015 | Harvard Summer Pre-Dissertation Fellowship

2008 | Inducted into Mu Sigma Rho the National Statistics Honor Society

MDFA OI IFB for Decision Support and Related Health Care Analysis Consulting Services
MDFA OI IFB RFx Number: 3160007100
Amendment One
Issue Date: February 13, 2025

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance (OI) through this Amendment One, modifies the original MDFA OI IFB RFx 3160007100 issued on January 28, 2025.

1. The **attached Questions and Answers document** is incorporated fully along with this Amendment One as part of MDFA OI IFB RFx 3160007100.

Please acknowledge receipt of MDFA OI IFB RFx 3160007100 Amendment One by signing and returning this amendment, along with your bid, **on or before 2:00 PM CST, February 28, 2025**. This acknowledgment should be enclosed in your bid packet in accordance with the submission instructions located in the IFB. **Failure to submit this acknowledgment may result in rejection of the bid.**

Company Name: Abett, Inc.

Printed Name of Representative: Kurt Baxley

Date: 2/27/2025

Signature: 

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

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response
1.		02/11/2025, 9:54 AM	Will you please confirm that we can submit our vendor questions via the following email address? InsuranceRFP@dfa.ms.gov	All questions must be submitted as prescribed within the IFB to the email address identified.
2.		02/11/2025, 9:54 AM	We are a registered vendor today with the State of Mississippi but do we need to register on your MAGIC platform to submit our IFB proposal due on 2/28 or can we submit our proposal and exhibits/attachments via email.	Please understand that being recognized by the State of Mississippi Chief Procurement Officer for a state contract or cooperative is not the same as being a registered supplier with our state e-procurement system. If your company is not already registered with our state e-procurement system and has an assigned supplier number/account with it, we recommend doing so in advance as all electronic bids are required to be submitted via this system. Timely submission is the supplier's responsibility, regardless of delivery method elected (electronic or paper). Assistance with supplier registration or any other system related issues is available via email, mash@dfa.ms.gov, or by calling the MMRS Call Center at (601) 359-1343. This registration is a one-time event, so we recommend retaining the supplier information and using a generic company contact method (email) versus a specific individual to prevent any potential issues later with your company's account. As stated in IFB Section 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)." These are the only two acceptable methods for

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response																
				bid submission. Submission by other means will be rejected. Furthermore, emailed submissions fail to meet the “sealed” competitive bid requirement.																
3.	Section 4.1.25 - Must have/provide the following functional system requirements, page 8	02/11/2025, 10:25 AM	"Ability to provide audit trails" - Please further define the requirement related to audit trails.	This refers to the system’s ability to track and report changes and updates to the received and stored data.																
4.	Section 4.1.21 - Provide access to the system for a minimum of eight (8) designated users, page 7	02/11/2025, 10:25 AM	How many of the eight requested users will be third-party users from your consultant and actuary vendors?	The Board’s users currently include approximately 5 personnel in accounting, benefits, analysis, and management, as well as approximately 3 external actuarial and consultant users.																
5.	Section 7.1.6 - Signed IFB Statutory Requirement Disclosure Statement, pages 17-18	02/11/2025, 10:25 AM	Please provide a table showing the data source and data type that will be loaded to the decision support system. Please see sample table, below. <table><tr><td>Vendor</td><td>Data Type</td></tr><tr><td>Active Health</td><td>Disease Management</td></tr><tr><td>BCBS-MS</td><td>Medical</td></tr><tr><td>CVS Caremark</td><td>Rx</td></tr><tr><td>Minnesota Life</td><td>Life Insurance</td></tr><tr><td>Vendor Name</td><td>Eligibility</td></tr><tr><td>Vendor Name</td><td>Biometrics</td></tr><tr><td>Vendor Name</td><td>Provider</td></tr></table>	Vendor	Data Type	Active Health	Disease Management	BCBS-MS	Medical	CVS Caremark	Rx	Minnesota Life	Life Insurance	Vendor Name	Eligibility	Vendor Name	Biometrics	Vendor Name	Provider	Of the vendors listed in Section 7.1.6 of the IFB, the Board currently receives data into the decision support system from ActiveHealth® Management, Inc., Blue Cross & Blue Shield of Mississippi, Caremark PCS Health (CVS Pharmacy, Inc.), Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro), and Minnesota Life Insurance Company. The Board reserves the right to add or delete vendors to the current list of entities that will supply data to the selected decision support services vendor. Currently, the decision support system is receiving and maintaining wellness data relative to biometric measures, health risk assessments, and related risk assessment metrics. The volume, frequency, and content of such data imports is subject to change.
Vendor	Data Type																			
Active Health	Disease Management																			
BCBS-MS	Medical																			
CVS Caremark	Rx																			
Minnesota Life	Life Insurance																			
Vendor Name	Eligibility																			
Vendor Name	Biometrics																			
Vendor Name	Provider																			

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response																
				Currently, all data feeds are transmitted on a monthly basis.																
6.	Section 4.1.6 - Maintain on-line access to at least the most recent sixty (60) months of claims data, page 6	02/11/2025, 10:25 AM	For #3, directly above, have any of the data sources/data types been in effect to support loading 63 months of data (based on claims' paid date) to the initial decision support system? Please share details in the data source table if data sources/data types have changed over time and if historic data only is needed for any data source/data type.	The vendors identified in Question #5 have remained the same for the past 5+ years, except for Caremark PCS Health (CVS Pharmacy, Inc) as our Pharmacy Benefit Manager, which was previously Prime Therapeutics, LLC. <table><tr><th>Vendor</th><th>Data Type</th></tr><tr><td>ActiveHealth® Management, Inc.</td><td>Health & Wellness Management</td></tr><tr><td>Blue Cross & Blue Shield of Mississippi</td><td>Medical</td></tr><tr><td>Caremark PCS Health (CVS Pharmacy, Inc.</td><td>Rx</td></tr><tr><td>Minnesota Life Insurance Company</td><td>Life Insurance</td></tr><tr><td>Blue Cross & Blue Shield of Mississippi</td><td>Eligibility</td></tr><tr><td>Blue Cross & Blue Shield of Mississippi; Caremark PCS Health (CVS Pharmacy, Inc.; AND Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro)</td><td>Biometrics</td></tr><tr><td>Blue Cross & Blue Shield of Mississippi; AND Caremark PCS Health (CVS Pharmacy, Inc</td><td>Provider</td></tr></table>	Vendor	Data Type	ActiveHealth® Management, Inc.	Health & Wellness Management	Blue Cross & Blue Shield of Mississippi	Medical	Caremark PCS Health (CVS Pharmacy, Inc.	Rx	Minnesota Life Insurance Company	Life Insurance	Blue Cross & Blue Shield of Mississippi	Eligibility	Blue Cross & Blue Shield of Mississippi; Caremark PCS Health (CVS Pharmacy, Inc.; AND Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro)	Biometrics	Blue Cross & Blue Shield of Mississippi; AND Caremark PCS Health (CVS Pharmacy, Inc	Provider
Vendor	Data Type																			
ActiveHealth® Management, Inc.	Health & Wellness Management																			
Blue Cross & Blue Shield of Mississippi	Medical																			
Caremark PCS Health (CVS Pharmacy, Inc.	Rx																			
Minnesota Life Insurance Company	Life Insurance																			
Blue Cross & Blue Shield of Mississippi	Eligibility																			
Blue Cross & Blue Shield of Mississippi; Caremark PCS Health (CVS Pharmacy, Inc.; AND Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro)	Biometrics																			
Blue Cross & Blue Shield of Mississippi; AND Caremark PCS Health (CVS Pharmacy, Inc	Provider																			
7.	Section 1 - Authority, Purpose, and	02/11/2025, 10:25 AM	How many of the 190,000 members are employees and retirees (I.e., excluding dependents)?	Approximately 135,000.																

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response
	Background, page 2			
8.	Section 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, page 7	02/11/2025, 10:25 AM	Please clarify the requirement for "any transition of responsibilities".	The Board's goal is to minimize service disruption while providing adequate time and resources for the successful implementation of any new contract, either for these services or any other related services.
9.			I am wondering if there is a way to pull the incumbent's bid from the last time this contract was awarded. It would be great to understand who the competitors are for this bid and what the price point was in the prior period.	The current Decision Support and Related Health Care Analysis Consulting contract with Health Data & Management Solutions, Inc. is viewable by the public via https://www.transparency.ms.gov/ .

Question Submission Deadline: February 11, 2025, 5:00 PM CST

Response Issue Date: February 13, 2025

Section 6 – Minimum Vendor Qualifications

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.

Response: Please note that Abett has provided 5 employer references and one government reference, Kyrene School District.

1. PointB, 1,800 covered lives, 6 years (longest standing client)
 - Kasey Schreiner, Benefits Specialist, kschreiner@pointb.com
 - Abett provides data management and warehousing services for PointB
2. Microsoft, 200,000 covered lives, 1.33 years
 - Surekha Archer, Benefits Actuarial Analyst, suarcher@microsoft.com
 - Abett provides data management, warehouse, and analytics services to Microsoft.
3. AT&T, 250,000 covered lives, 2.67 years
 - Luke Prettol, Principal Benefits Strategy Consultant, lp755h@att.com
 - Abett provides data management, warehouse, and analytics services to AT&T.
4. Prudential, 80,000 covered lives, 4 years
 - Dan Reber, Director Corporate Benefits, Daniel.Reber@Prudential.com
 - Abett provides data management and warehousing services for Prudential.
5. Linde, 60,000 covered lives, 4.5 years
 - Melanie Douglas, Director Global Benefits, Melanie.Douglas@linde.com
 - Abett provides data management and warehousing services for Linde.
6. Kyrene School District, 4,000 covered lives, 2.75 years
 - Deb Spiurgin, Chief Benefits Officer, dspurgin@kyrene.org
 - Abett provides data management, warehouse, and analytics services to AT&T.

Former Clients in the past 5 years:

- Spectrum Brands
 - Was not fully utilizing the lockbox and benefits team fully turned over. The new team was not interested in data warehousing
- Wayne Farms
 - Was not fully utilizing the lockbox, lots of turnover on the SB team and the new benefits team didn't know who we were
- Western Union

- Removed complexity in plan and had fewer data sources.
- Accenture
 - Left an employer coalition, contract was three-way and forced to leave Abett.
- Curran Group
 - Left an employer coalition, contract was three-way and forced to leave Abett.
- The Hartford
 - Removed complexity in plan and had fewer data sources.
- Maricopa School District
 - Not enough funding to continue services
- IDEX
 - Was not utilizing the lockbox

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.

[Response: Please see responses to 6.1 and Attachment C](#)

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.

[Response: Confirmed, all services will be performed within the United States.](#)

6.4 The vendor must comply with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi. Please confirm.

[Response: Confirmed, Abett complies with Mississippi Code Annotated § 79-4-15.01.](#)

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.

Response: Confirmed, Abett agrees to perform all services required in this IFB in accordance with customary and reasonable industry standards.

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.

[Response: Confirmed](#)

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.

[Response: Confirmed](#)

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.

[Response: Confirmed](#)

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.

Response: Confirmed

5. The vendor will place a maximum of twenty percent (20%) of the contract administrative fees at risk annually.

Response: Confirmed

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.

Response: We have provided our typical 15-week implementation timeline in Exhibit II. Because of the diligence and automations we have built into our implementations, we can successfully implement a client like the State of Mississippi in just 15 weeks. We have also provided further description into our processes for ingesting data below.

Data ingestion and storage – Lockbox enables multiple input channels (e.g. SFTP, S3, API) for any file type (e.g. CSV, TSV, XLS, FHIR). A flexible interface enables the definition of data fields and file formats which allows Lockbox to receive and store files in a wide range of industry-standard formats over any connection. Upon receipt the file is securely saved, then parsed and validated. Lockbox is designed to scale to any type of connection or industry-standard file, through a design that decouples the channel details – including format and data definition – from the data loading mechanism.

Data standardization – Once a feed is parsed and stored in the Lockbox, Abett-defined rules are applied to the file to transform fields into a consistent standard format. This allows the client's Lockbox to receive vendor specific data but translate and operate on the same data format for all carriers, vendors, healthcare providers, and data partners. The rules allow for the renaming, splitting, combining, or reformatting of one or more fields into a canonical vocabulary.

Person Identification (UPID – Universal Person Identification) – Once data is standardized, the Lockbox executes a custom algorithm to identify individuals

across the data inputs. The person identification process can identify individuals across files even when the unique person-related fields are not shared across files. Each individual is assigned a unique person id (UPID) which is added to the canonical version of the data feeds.

Data modeling and classification – The data feeds sent from partners overlap, are not standardized, and contain row duplications. They also express business concepts that are internal to the data providers. The Lockbox can take this data from multiple sources, combine, deduplicate and augment it so vendor specific business logic (i.e. adjudications) are expressed consistently across vendors. This produces a single clean and simple internal database from the data of multiple separate businesses. This data is then run through several internal algorithms to augment it with additional details (e.g. preventable ER visits or other classifications)

Abett General Implementation Plan

Roles Legend

A-Ops	Abett Operations
A-AM	Abett Account Manager

Client-PM Client Project Team

Supplier Supplier

Task	Start Date	Due Date	Responsible
INBOUND DATA SETUP	Week 1	Week 1	A-AM
Abett sends client data request email template	Week 1	Week 2	Client-PM
Client sends supplier data request email to initiate project	Week 1	Week 2	Client-PM
Project Kick Off Meeting	Week 1	Week 2	A-AM
Client outlines provides project requirements and expectations	Week 1	Week 1	Client-PM
Abett initiates SFTP process	Week 1	Week 1	A-AM
Abett sends supplier the SFTP form link	Week 1	Week 1	A-AM
Supplier assigns IT team to work on SFTP connection	Week 2	Week 4	Supplier
Supplier completes the SFTP form and passes it back to Abett	Week 2	Week 4	Supplier
Abett provides supplier with final SFTP information (depending on how supplier completed the form)	Week 2	Week 4	A-AM
Abett finalizes SFTP connection	Week 2	Week 4	A-AM
Abett and supplier test for connectivity	Week 2	Week 4	A-AM
Supplier provides data specifications	Week 1	Week 2	Client-PM
Abett reviews layout specifications	Week 1	Week 2	A-Ops
Abett provides feedback to client and supplier	Week 2	Week 3	A-Ops
Client, supplier, and Abett discuss layouts	Week 3	Week 4	A-AM
Layouts finalized; approved by client	Week 3	Week 4	Client-PM
Abett and supplier build schemas to the required specifications	Week 4	Week 5	A-Ops
Finalize legal issues	Week 1	Week 6	A-LEG
Supplier delivers test files with dummy data	Week 6	Week 6	Supplier
Abett tests the inbound files from supplier	Week 6	Week 7	A-Ops
Abett ensures the data matches the layout	Week 6	Week 7	A-Ops
Abett ensures there are no special characters or other problematic elements	Week 6	Week 7	A-Ops
Abett and Client prepare pre-built dashboards and report	Week 7	Week 15	A-AM
Go-live with production data	Week 15	Week 15	A-Ops

On Friday, February 28, 2025 at 3:08 PM CST the bid opening for Decision Support and Related Health Care Analysis Consulting Services IFB or RFx 3160007100 commenced. Alicia Coleman, MDFA OI staff member, welcomed all attendees to the bid opening and asked if anyone present had not already done so, to please sign in on the form provided. All present had done so.

From the MDFA OI, the following staff members were present:

Patrick Black – MDFA OI Deputy Director, and
Alicia Coleman – Procurement & Contracts Director.

Alicia Coleman stated the following:

- As this is a closed meeting, no others were in attendance;
- Bids were opened individually;
- The opening would consist of the opening, reading, and listing the name of each vendor for all bids received in response to this IFB by the stated deadline; and
- No discussions would be entered into as to the quality or provisions of the specifications and no award would be made either stated or implied at the bid opening.

The timely bids submitted, which were opened and read aloud, are listed on the Register of Proposals and Opening Attendance Log.

Truven Health Analytics, LLC (6000016219)			
Maximum Flat Annual Fee/Rate	Decision Support & Consulting/Analytics Support Services	Cost for additional users above 8 users	Other: We are waiving implementation fees; pricing is for 5 years of ongoing services post implementation
Year 1	\$340,000.00	N/A	N/A
Year 2	\$357,000.00	N/A	N/A
Year 3	\$374,800.00	N/A	N/A
Year 4	\$396,600.00	N/A	N/A
Year 5	\$413,300.00	N/A	N/A

Abett, Inc. (6000016230)			
Maximum Flat Annual Fee/Rate	Decision Support & Consulting/Analytics Support Services	Cost for additional users above 8 users	Other: _____
Year 1	\$150,000.00	N/A	N/A
Year 2	\$150,000.00	N/A	N/A
Year 3	\$150,000.00	N/A	N/A
Year 4	\$150,000.00	N/A	N/A
Year 5	\$150,000.00	N/A	N/A

The bid opening concluded at 1:40 PM CST. All present were thanked for attending.

MS Department of Finance and Administration
Office of Insurance
Woolfolk Building, Suite 1201-C
501 N. West Street
Jackson, Mississippi 39201

STATE OF MISSISSIPPI
STATE AND SCHOOL EMPLOYEES'
HEALTH INSURANCE MANAGEMENT BOARD

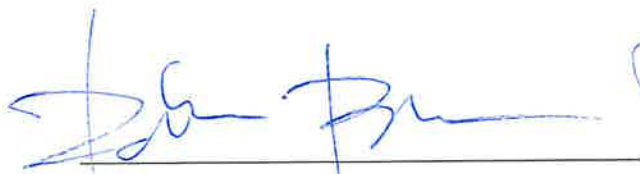
IFB FOR DECISION SUPPORT & RELATED HEALTH CARE ANALYSIS CONSULTING
SERVICES, RFx 316*7100
Released 01/28/2025

REGISTER OF BIDS & OPENING ATTENDANCE LOG

Date Opened: 02/28/2025 Time: 3:08 PM CST Location: Suite 1237, Woolfolk Building

Vendor Responding	Date/Time Received on MAGIC Site	Original	Redacted
Truven Health Analytics, LLC (6000016219)	02/28/2025 10:34 AM CST	X	X
Abett, Inc. (6000016230)	02/28/2025 11:06 AM CST	X	

Attendees (signatures):


Patrick Black


Alicia Coleman

MDFA OI IFB for Decision Support and Related Health Care Analysis Consulting Services
MDFA OI IFB RFX Number: 3160007100
Amendment One
Issue Date: February 13, 2025

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance (OI) through this Amendment One, modifies the original MDFA OI IFB RFX 3160007100 issued on January 28, 2025.

1. The **attached Questions and Answers document** is incorporated fully along with this Amendment One as part of MDFA OI IFB RFX 3160007100.

Please acknowledge receipt of MDFA OI IFB RFX 3160007100 Amendment One by signing and returning this amendment, along with your bid, **on or before 2:00 PM CST, February 28, 2025**. This acknowledgment should be enclosed in your bid packet in accordance with the submission instructions located in the IFB. **Failure to submit this acknowledgment may result in rejection of the bid.**

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

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

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response
1.		02/11/2025, 9:54 AM	Will you please confirm that we can submit our vendor questions via the following email address? InsuranceRFP@dfa.ms.gov	All questions must be submitted as prescribed within the IFB to the email address identified.
2.		02/11/2025, 9:54 AM	We are a registered vendor today with the State of Mississippi but do we need to register on your MAGIC platform to submit our IFB proposal due on 2/28 or can we submit our proposal and exhibits/attachments via email.	Please understand that being recognized by the State of Mississippi Chief Procurement Officer for a state contract or cooperative is not the same as being a registered supplier with our state e-procurement system. If your company is not already registered with our state e-procurement system and has an assigned supplier number/account with it, we recommend doing so in advance as all electronic bids are required to be submitted via this system. Timely submission is the supplier's responsibility, regardless of delivery method elected (electronic or paper). Assistance with supplier registration or any other system related issues is available via email, mash@dfa.ms.gov, or by calling the MMRS Call Center at (601) 359-1343. This registration is a one-time event, so we recommend retaining the supplier information and using a generic company contact method (email) versus a specific individual to prevent any potential issues later with your company's account. As stated in IFB Section 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)." These are the only two acceptable methods for

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response																
				bid submission. Submission by other means will be rejected. Furthermore, emailed submissions fail to meet the “sealed” competitive bid requirement.																
3.	Section 4.1.25 - Must have/provide the following functional system requirements, page 8	02/11/2025, 10:25 AM	"Ability to provide audit trails" - Please further define the requirement related to audit trails.	This refers to the system’s ability to track and report changes and updates to the received and stored data.																
4.	Section 4.1.21 - Provide access to the system for a minimum of eight (8) designated users, page 7	02/11/2025, 10:25 AM	How many of the eight requested users will be third-party users from your consultant and actuary vendors?	The Board’s users currently include approximately 5 personnel in accounting, benefits, analysis, and management, as well as approximately 3 external actuarial and consultant users.																
5.	Section 7.1.6 - Signed IFB Statutory Requirement Disclosure Statement, pages 17-18	02/11/2025, 10:25 AM	Please provide a table showing the data source and data type that will be loaded to the decision support system. Please see sample table, below. <table><tr><th>Vendor</th><th>Data Type</th></tr><tr><td>Active Health</td><td>Disease Management</td></tr><tr><td>BCBS-MS</td><td>Medical</td></tr><tr><td>CVS Caremark</td><td>Rx</td></tr><tr><td>Minnesota Life</td><td>Life Insurance</td></tr><tr><td>Vendor Name</td><td>Eligibility</td></tr><tr><td>Vendor Name</td><td>Biometrics</td></tr><tr><td>Vendor Name</td><td>Provider</td></tr></table>	Vendor	Data Type	Active Health	Disease Management	BCBS-MS	Medical	CVS Caremark	Rx	Minnesota Life	Life Insurance	Vendor Name	Eligibility	Vendor Name	Biometrics	Vendor Name	Provider	Of the vendors listed in Section 7.1.6 of the IFB, the Board currently receives data into the decision support system from ActiveHealth® Management, Inc., Blue Cross & Blue Shield of Mississippi, Caremark PCS Health (CVS Pharmacy, Inc.), Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro), and Minnesota Life Insurance Company. The Board reserves the right to add or delete vendors to the current list of entities that will supply data to the selected decision support services vendor. Currently, the decision support system is receiving and maintaining wellness data relative to biometric measures, health risk assessments, and related risk assessment metrics. The volume, frequency, and content of such data imports is subject to change.
Vendor	Data Type																			
Active Health	Disease Management																			
BCBS-MS	Medical																			
CVS Caremark	Rx																			
Minnesota Life	Life Insurance																			
Vendor Name	Eligibility																			
Vendor Name	Biometrics																			
Vendor Name	Provider																			

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response																
				Currently, all data feeds are transmitted on a monthly basis.																
6.	Section 4.1.6 - Maintain on-line access to at least the most recent sixty (60) months of claims data, page 6	02/11/2025, 10:25 AM	For #3, directly above, have any of the data sources/data types been in effect to support loading 63 months of data (based on claims' paid date) to the initial decision support system? Please share details in the data source table if data sources/data types have changed over time and if historic data only is needed for any data source/data type.	The vendors identified in Question #5 have remained the same for the past 5+ years, except for Caremark PCS Health (CVS Pharmacy, Inc) as our Pharmacy Benefit Manager, which was previously Prime Therapeutics, LLC. <table><tr><th>Vendor</th><th>Data Type</th></tr><tr><td>ActiveHealth® Management, Inc.</td><td>Health & Wellness Management</td></tr><tr><td>Blue Cross & Blue Shield of Mississippi</td><td>Medical</td></tr><tr><td>Caremark PCS Health (CVS Pharmacy, Inc.</td><td>Rx</td></tr><tr><td>Minnesota Life Insurance Company</td><td>Life Insurance</td></tr><tr><td>Blue Cross & Blue Shield of Mississippi</td><td>Eligibility</td></tr><tr><td>Blue Cross & Blue Shield of Mississippi; Caremark PCS Health (CVS Pharmacy, Inc.; AND Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro)</td><td>Biometrics</td></tr><tr><td>Blue Cross & Blue Shield of Mississippi; AND Caremark PCS Health (CVS Pharmacy, Inc</td><td>Provider</td></tr></table>	Vendor	Data Type	ActiveHealth® Management, Inc.	Health & Wellness Management	Blue Cross & Blue Shield of Mississippi	Medical	Caremark PCS Health (CVS Pharmacy, Inc.	Rx	Minnesota Life Insurance Company	Life Insurance	Blue Cross & Blue Shield of Mississippi	Eligibility	Blue Cross & Blue Shield of Mississippi; Caremark PCS Health (CVS Pharmacy, Inc.; AND Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro)	Biometrics	Blue Cross & Blue Shield of Mississippi; AND Caremark PCS Health (CVS Pharmacy, Inc	Provider
Vendor	Data Type																			
ActiveHealth® Management, Inc.	Health & Wellness Management																			
Blue Cross & Blue Shield of Mississippi	Medical																			
Caremark PCS Health (CVS Pharmacy, Inc.	Rx																			
Minnesota Life Insurance Company	Life Insurance																			
Blue Cross & Blue Shield of Mississippi	Eligibility																			
Blue Cross & Blue Shield of Mississippi; Caremark PCS Health (CVS Pharmacy, Inc.; AND Acentra Health f/k/a Keystone Peer Review Organization, Inc. (Kepro)	Biometrics																			
Blue Cross & Blue Shield of Mississippi; AND Caremark PCS Health (CVS Pharmacy, Inc	Provider																			
7.	Section 1 - Authority, Purpose, and	02/11/2025, 10:25 AM	How many of the 190,000 members are employees and retirees (I.e., excluding dependents)?	Approximately 135,000.																

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response
	Background, page 2			
8.	Section 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, page 7	02/11/2025, 10:25 AM	Please clarify the requirement for "any transition of responsibilities".	The Board's goal is to minimize service disruption while providing adequate time and resources for the successful implementation of any new contract, either for these services or any other related services.
9.			I am wondering if there is a way to pull the incumbent's bid from the last time this contract was awarded. It would be great to understand who the competitors are for this bid and what the price point was in the prior period.	The current Decision Support and Related Health Care Analysis Consulting contract with Health Data & Management Solutions, Inc. is viewable by the public via https://www.transparency.ms.gov/ .

Question Submission Deadline: February 11, 2025, 5:00 PM CST

Response Issue Date: February 13, 2025

From: [Alicia Coleman](#)
Cc: [Bert Emrick](#)
Bcc: [molly.graham@merative.com](#); [schrammt@merative.com](#); [christoph.evangelidi@merative.com](#); [dana.maul@merative.com](#); [rpanella@mpro.org](#); [jlonglais@artemishealth.com](#); [amy.basile@benefitfocus.com](#); [patrick.guiney@milliman.com](#); [kbaxley@abett.com](#); [alicia.doyle@fticonsulting.com](#); [donald.p.weber@us.pwc.com](#); [robert.t.williams@optum.com](#); [judy.tse@truvenhealth.com](#); [George.Nessim](#)
Subject: FW: State of Mississippi's IFB for Decision Support and Related Health Care Analysis Consulting Services - RFx # 3160007100
Date: Thursday, February 13, 2025 1:59:00 PM
Attachments: [IFB RFx 3160007100 Amendment One.pdf](#)
Importance: High

Warmest greetings,

This is just an email to apprise you the written answers to all questions and requests for clarification received by the time and date identified in IFB Section 2 were posted as Amendment One on February 13, 2025, on the agency 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. For convenience purposes, Amendment One is attached to this email.

Bids must be submitted as described in the IFB and received **no later than 2:00 PM CST, February 28, 2025.**

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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From: Alicia Coleman
Sent: Tuesday, January 28, 2025 2:27 PM
Cc: Bert Emrick <Bert.Emrick@dfa.ms.gov>; Carlotta Edwards <Carlotta.Edwards@dfa.ms.gov>
Subject: State of Mississippi's IFB for Decision Support and Related Health Care Analysis Consulting

Services - RFX # 3160007100

Importance: High

Good afternoon,

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance (OI) issued an Invitation for Bids (IFB) on January 28, 2025, for the purpose of securing a qualified, experienced vendor to provide decision support services and related health care analysis consulting services to the State of Mississippi State and School Employees' Health Insurance Management Board (Board) relating to its management of the State and School Employees' Health Insurance Plan (Plan). Detailed specifications may be obtained from the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notices> and the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False, by written request to: Decision Support and Related Health Care Analysis Consulting Services IFB, c/o MDFA-Insurance, 501 North West Street, Suite 1201-C Jackson, MS 39201, by email at InsuranceRFP@dfa.ms.gov, or by contacting the Proposal Coordinator, Alicia Coleman, at 601-359-9271. Bids must be submitted as described in the IFB no later than 2:00 PM CST, February 28, 2025. For convenience purposes, the IFB is also attached.

Vendors may submit written questions regarding this IFB to the email address shown above **no later than 5:00 PM CST on February 11, 2025**. Timely submitted questions and the OI's responses will be posted on the MDFA website listed above on approximately February 13, 2025. This IFB, any amendment(s), and any other associated document(s) can be found on the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notices>.

Bids must be submitted as described in the IFB **no later than 2:00 PM CST, February 28, 2025**.

The MDFA reserves the right to accept or reject any or all bids, cancel the IFB, or issue another IFB.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

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Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	
MS DEPT FINANCE AND ADMINISTRATION	1130-25-R-IFBD-00063-V01	3160007100	Major Procurement PERSONNEL SERVICES NON-IT The State of Mississippi State & School Employees' Health In... Attachment - Amendment One Attachment - Decision Support & Related Health Care Analysis Consulting Svcs	Open	01/28/2025	02/28/2025	02/28/2025	View Contact

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ms.gov

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ACTIVE PROCUREMENTS

Amendments or clarifications will be posted at this site. It is your responsibility to routinely check the website for amendments or clarifications that may be issued. It is a requirement of each solicitation that you include a signed amendment form with your response. If you have questions regarding an amendment/clarification, please refer to the specific solicitation for contact information.

DFA Active Procurements

None

Insurance Procurements

RFx 3160007100 – IFB for Decision Support & Related Health Care Analysis Consulting Services

- [Invitation for Bids](#)
- [Amendment 1](#)

RFx #3120003010 – RFP for Pharmacy Benefit Manager Services

- [Request for Proposals](#)
- [RFP Appendix C - Specialty Drug List and Guaranteed Discounts](#)
- [RFP Appendix D - Top 50 Pharmacies Utilized by Participants](#)
- [RFP Exhibit E-K](#)
- [RFP Appendix L - Formulary Disruption Results](#)
- [Amendment 1](#)

DFA Completed Procurements

Completed procurements are provided for informational purposes only.

RFx #3120002810 - RFP for Medical Claims & Performance Audit Services

- [Request for Proposals](#)
- [Amendment 1](#)
- [Notice of Solicitation Cancellation](#)

RFx 3120002811 - RFP for Pharmacy Claims & Performance Audit Services

- [Request for Proposal - Revised](#)

Procurement Contracts Home

Active Procurements

[Question and Answer Template](#)

[W-9 \(Vendors only\)](#)

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 Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the 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/MDEA:

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.

The Remainder of this Page is Left Blank Intentionally

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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

DRAFT

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

DRAFT

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.

From: [Alicia Coleman](#)
Cc: [Bert Emrick](#); [Carlotta Edwards](#)
Bcc: [molly.graham@merative.com](#); [schrammt@merative.com](#); [christoph.evangelidi@merative.com](#); [dana.maul@merative.com](#); [rpanella@mpro.org](#); [jlonglais@artemishealth.com](#); [amy.basile@benefitfocus.com](#); [patrick.guiney@milliman.com](#); [kbaxley@abett.com](#); [alicia.doyle@fticonsulting.com](#)
Subject: State of Mississippi's IFB for Decision Support and Related Health Care Analysis Consulting Services - RFX # 3160007100
Date: Tuesday, January 28, 2025 2:27:00 PM
Attachments: [MDFA OI IFB for Decision Support and Related Health Care Analysis Consulting Services.pdf](#)
Importance: High

Good afternoon,

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance (OI) issued an Invitation for Bids (IFB) on January 28, 2025, for the purpose of securing a qualified, experienced vendor to provide decision support services and related health care analysis consulting services to the State of Mississippi State and School Employees' Health Insurance Management Board (Board) relating to its management of the State and School Employees' Health Insurance Plan (Plan). Detailed specifications may be obtained from the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notices> and the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False, by written request to: Decision Support and Related Health Care Analysis Consulting Services IFB, c/o MDFA-Insurance, 501 North West Street, Suite 1201-C Jackson, MS 39201, by email at InsuranceRFP@dfa.ms.gov, or by contacting the Proposal Coordinator, Alicia Coleman, at 601-359-9271. Bids must be submitted as described in the IFB no later than 2:00 PM CST, February 28, 2025. For convenience purposes, the IFB is also attached.

Vendors may submit written questions regarding this IFB to the email address shown above **no later than 5:00 PM CST on February 11, 2025**. Timely submitted questions and the OI's responses will be posted on the MDFA website listed above on approximately February 13, 2025. This IFB, any amendment(s), and any other associated document(s) can be found on the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notices>.

Bids must be submitted as described in the IFB **no later than 2:00 PM CST, February 28, 2025**.

The MDFA reserves the right to accept or reject any or all bids, cancel the IFB, or issue another IFB.

Best regards,



Alicia Coleman, MCPM, CMPA
MDFA OI Procurement & Contracts Director
Office of Insurance/Procurement & Contracts
601-359-9271 (Office)
P.O. Box 24208
Jackson, MS 39225-4208

501 North West Street, Suite 1201C
Jackson, MS 39201

Confidentiality Note: The information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please refrain from reading, photocopying, distributing, retransmission, or otherwise using this e-mail or its contents in any way. If you have received this email in error, please notify me immediately by replying "Received in Error" and delete this message from your computer.

RFX #:	Smart Number:	
3160007100		
Dept/Agency:	Rfx Type:	
CANCEL	CLEAR	SEARCH

Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	
MS DEPT FINANCE AND ADMINISTRATION	1130-25-R-IFBD-00063	3160007100	Major Procurement PERSONNEL SERVICES NON-IT The State of Mississippi State & School Employees' Health In... Attachment - Decision Support & Related Health Care Analysis Consulting Svcs	Open	01/28/2025	02/28/2025	02/28/2025	View Contact

[back to top](#) 

Resources

MS.GOV

MS DEPT of Information Technology Services (ITS)

Mississippi's Chosen Payment Network

Paymode

MS DFA: Bureau of Building

MS DFA: Office of Purchasing

MS DFA: Office of Personal Service Contract Review

Mississippi Management and Reporting System

Statewide Contract Item Catalog

[MS.Gov Help Portal](#)

MISSISSIPPI'S OFFICIAL STATE WEBSITE
ms.gov

ACTIVE PROCUREMENTS

Amendments or clarifications will be posted at this site. It is your responsibility to routinely check the website for amendments or clarifications that may be issued. It is a requirement of each solicitation that you include a signed amendment form with your response. If you have questions regarding an amendment/clarification, please refer to the specific solicitation for contact information.

DFA Active Procurements

None

Insurance Procurements

RFX 3160007100 – IFB for Decision Support & Related Health Care Analysis Consulting Services

- [Invitation for Bids](#)

RFX #3120003010 – RFP for Pharmacy Benefit Manager Services

- [Request for Proposals](#)
- [RFP Appendix C - Specialty Drug List and Guaranteed Discounts](#)
- [RFP Appendix D - Top 50 Pharmacies Utilized by Participants](#)
- [RFP Exhibit E-K](#)
- [RFP Appendix L - Formulary Disruption Results](#)
- [Amendment 1](#)

DFA Completed Procurements

Completed procurements are provided for informational purposes only.

RFX #3120002810 - RFP for Medical Claims & Performance Audit Services

- [Request for Proposals](#)
- [Amendment 1](#)
- [Notice of Solicitation Cancellation](#)

RFX 3120002811 - RFP for Pharmacy Claims & Performance Audit Services

- [Request for Proposal - Revised](#)
- [Amendment 1](#)

Procurement Contracts Home

Active Procurements

[Question and Answer Template](#)

[W-9 \(Vendors only\)](#)



Mississippi
GANNETT

PO Box 632030 Cincinnati, OH 45263-2030

AFFIDAVIT OF PUBLICATION

Accounts Payable
Accounts Payable
Mississippi Department of Finance and Admin
P.O. Box 24208
Jackson MS 39205

STATE OF WISCONSIN, COUNTY OF BROWN

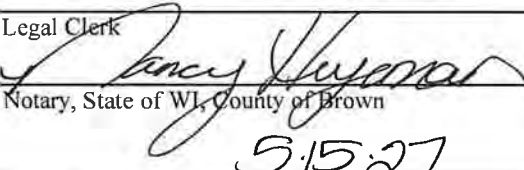
Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

01/28/2025, 02/04/2025

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 02/04/2025

Legal Clerk


Notary, State of WI, County of Brown
5/15/27

My commission expires

Publication Cost:	\$58.50	
Tax Amount:	\$0.00	
Payment Cost:	\$58.50	
Order No:	10976921	# of Copies:
Customer No:	1010699	1
PO #:	RFx # 3160007100	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

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

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance issued an Invitation for Bids (IFB) on January 28, 2025, for the purpose of securing a qualified, experienced vendor to provide decision support services and related health care analysis consulting services to the State of Mississippi State and School Employees' Health Insurance Management Board relating to its management of the State and School Employees' Health Insurance Plan. Detailed specifications may be obtained from the MDFA website at <https://www.dfa.ms.gov/bids-and-rfps-notices>, by written request to: Decision Support and Related Health Care Analysis Consulting Services IFB, c/o MDFA-Insurance, 501 North West Street, Suite 1201-C Jackson, MS 39201, by email at InsuranceRFP@dfa.ms.gov, or by contacting the Proposal Coordinator, Alicia Coleman, at 601-359-9271. Bids must be submitted as described in the IFB no later than 2:00 PM CST, February 28, 2025. The MDFA reserves the right to accept or reject any or all bids, cancel the IFB, or issue another IFB.
01/28, 02/04/2025
10976921

NANCY HEYRMAN
Notary Public
State of Wisconsin

Classifieds

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Business & Services email: servicedirectory@jackson.gannett.com

To post job openings, visit: clarionledger.com/jobs



TO ADVERTISE

Visit Our Website:

classifieds.clarionledger.com

All classified ads are subject to the standard rate card, which is available from our Advertising Dept. All ads are subject to space availability and placement. Jackson Clarion Ledger reserves the right to edit, reword, delete, change or cancel any ad at any time. Advertisers must be notified in the first day of publication. Jackson Clarion Ledger is not responsible for any loss or damage that results from an error in an advertisement. The publisher is not responsible for any loss or damage that results from an error in an advertisement.

Adopt Me

Pets

at your favorite...

Free Pets

Two 4-month old male kittens free to loving homes, one black and one speckled, using a litter box. Vaccinated. Fannin area. (601) 529-3705

Professional Service

all your needs...

Clean Up and Removal

HAUL AWAY ALL JUNK

- Debris & Trash
- Tear Down Houses & Small Buildings
- Repair/Rebuild Privacy Fences/Hardwood Decks

FAST SERVICE!
601.503.0117

J All N One

Mortgage MS 39117
601-503-0117

This is a picture of a 16'x8 portable porch. We build all new treated wood. We build any size.
12x8 \$2,450
16x8 \$3,150
18x10 \$3,750

Real Estate Rentals

PUBLISHER'S NOTICE
All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to discriminate on the basis of race, color, sex, religion, national origin, marital status, or handicap. The advertiser is responsible for ensuring that all advertising is in compliance with the law. All persons are hereby informed that all real estate advertised is available on an equal opportunity basis.

Apartment

Manager's Special. Rooms are Selling Fast. EARN FREE RENT! No Lease/Credit Check. Laundry & Pool Onsite. Includes all Utilities & Cable & WiFi! Stay Where you are appreciated! 601-202-3145

Rooms For Rent

Brand new rooms for rent in and around rooms, shared, both house privileges, laundry available, fully appointed kitchen, mini gym, dead end road in country, 7 mi from walmart, 3 miles from interstate, wifi, 110.5 per week. Patricia 601-566-5972 leave a text. jcap3652@aol.com

Your Source Public Notices

for the latest...

Bids & Proposals

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Biloxi, Mississippi, will receive sealed bids at said City Hall, Second Floor, Mayor's Office, until 10:00AM on the 12th day of February, 2025, for the following:

CHEERLEADER UNIFORMS

(Specifications will be available in the Purchasing Office, City Hall, 140 Lameuse Street, Biloxi, Mississippi 39530. BIDDERS HAVE THE OPTION OF SUBMITTING THEIR BIDS IN A SEALED ENVELOPE OR THROUGH

Bids & Proposals

THE CITY'S ELECTRONIC BID SUBMISSION LINK AT

www.biloxibids.com

Bids shall be in letter form with the envelope and bid plainly marked CHEERLEADER and shall be addressed to the Mayor's Office, P.O. Box 429, Biloxi, Mississippi 39533 or electronically submitted at www.biloxibids.com. The envelope should list all applicable state and local license numbers.

The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

Published by the order of the Municipal Clerk, this the 23rd day of January, 2025.

(SEAL)

MUNICIPAL CLERK
1/28, 2/4/2025 #10975292

Reservoir Characterization Open Hole Logging Request for Proposal

NESET

Project Overview
The Department of Energy has provided CarbonSAFE funding for a project to drill a stratigraphic test well to determine the feasibility of sequestering carbon dioxide from power generation. Neset Consulting Service, Inc. has been retained as the general contractor to oversee the drilling of the stratigraphic test well. The well will be a vertical well drilled to an approximate depth of 10,000'. Neset is seeking bids from suppliers to provide open hole wireline logging and reservoir characterization for the stratigraphic test well located 6 miles northwest of Ackerman, Choctaw County, MS. Bids must be submitted no later than February 5, 2025. Please contact Randy Neset at randyneset@nesetconsulting.com or 701-641-0776 for the full RFP.

January 24, 26, 27, 28, 29, 30, 31, February 2, 3, 4, 5 2025
LMSS0226225

Cement Request for Proposal

NESET

Project Overview
The Department of Energy has provided CarbonSAFE funding for a project to drill a stratigraphic test well to determine the feasibility of sequestering carbon dioxide from power generation. Neset Consulting Service, Inc. has been retained as the general contractor to oversee the drilling of the stratigraphic test well. The well will be a vertical well drilled to an approximate depth of 10,000'. Neset is seeking bids from cement companies to supply and pump surface casing cement, intermediate casing cement, and CO2 resistant cement plugs for the stratigraphic test well located 6 miles northwest of Ackerman, Choctaw County, MS. Bids must be submitted no later than February 5, 2025. Please contact Randy Neset at randyneset@nesetconsulting.com or 701-641-0776 for the full RFP.

January 24, 26, 27, 28, 29, 30, 31, February 2, 3, 4, 5 2025
LMSS0226242

NOTICE IS HEREBY GIVEN THAT THE UNIVERSITY OF MISSISSIPPI ANTICIPATES PURCHASING THE ITEMS LISTED BELOW AS SOLE SOURCE PURCHASES.

ITSS 416 Roomie
ITSS 417 Scantron OP4Rem

ANYONE OBJECTING TO THESE PURCHASES AS A SOLE SOURCE SHALL FOLLOW THE LINK BELOW FOR FURTHER INSTRUCTIONS:

<https://secure24.olemiss.edu/prelect/bids/CurrentBids>

INTERESTED PARTIES WHO HAVE REASON TO BELIEVE THAT THE ITEMS ABOVE SHOULD NOT BE CERTIFIED AS A SOLE SOURCE SHOULD RESPOND IN ACCORDANCE WITH INSTRUCTIONS FOUND AT THE LINK ABOVE NO LATER THAN WEDNESDAY FEBRUARY 12, 2025 at 10:00 AM (Central Time).

Procurement Services contact: Frank Kemp or Jeff Wells via email salesources@olemiss.edu or by telephone 662-915-7448

LANCE FULCHER DIRECTOR OF PROCUREMENT SERVICES
01/28/2025 and 02/04/2025

Proposals will be received in the Office of Procurement and Contracts, Mississippi State University

SUBMISSION DEADLINE, THURSDAY, FEBRUARY 27, 2025 - 2:00 P.M.
RFP 25-10 - ONE CARD TRANSACTION SYSTEM

Bids & Proposals

SOLUTIONS AND RELATED SERVICES

The right is hereby reserved to waive informalities. Mississippi State is an equal opportunity/affirmative action employer.
01/28, 02/04/2025
10971010

Foreclosure/Sheriff Sales

SUBSTITUTE TRUSTEE'S NOTICE OF SALE
WHEREAS, on April 28, 2023, Jalisa Smith, an unmarried person, executed a Deed of Trust to Granville Tate, Jr., Trustee for the benefit of Mortgage Electronic Registration System, Inc. (MERS), as recorded in the office of the Chancery Clerk for the First Judicial District of Hinds County, Mississippi, in Book 7295 at Page 3951; and,

WHEREAS, Mortgage Electronic Registration System, Inc. (MERS), assigned said Deed of Trust to Trustmark National Bank by instrument dated November 5, 2024, and recorded in Book 7315 at Page 5346 of the records of the office of the Chancery Clerk for the First Judicial District of Hinds County, Mississippi; and,

WHEREAS, Trustmark National Bank, the holder of said Deed of Trust and the Note secured thereby, substituted McKay Franklin PLLC as Trustee therein, as authorized by the terms thereof, by instrument dated December 9, 2024, and recorded in Book 7315 at Page 9965 in the office of the Chancery Clerk aforesaid; and,

WHEREAS, default having been made in the terms and conditions of said Deed of Trust, and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said indebtedness having requested the undersigned Substitute Trustee to execute the Trust and sell said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorney's fees, Substitute Trustee's fees and expenses of sale;

NOW, THEREFORE, the undersigned McKay Franklin PLLC, being the Substitute Trustee, does hereby give notice that on February 11, 2025, between 11:00 a.m. and 4:00 p.m., being the legal hours of sale, it will proceed to sell at public outcry, to the highest bidder for cash, at the north front door of the Hinds County Courthouse in Jackson, State of Mississippi, the following real property described and conveyed in said Deed of Trust, lying and being situated in Hinds County, Mississippi, and being more particularly described as follows, to-wit:

Lot 13, Level Oaks, Part 2, a subdivision according to a map or plat thereof, which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 15 of Page 13 thereof, reference to which is hereby made in aid of and as a part of this description.

The undersigned will convey only such title as is vested in it as Substitute Trustee.

WITNESS THE DULY AUTHORIZED OFFICER OF THE ENTITY, this the 7th day of January, 2025.

McKAY FRANKLIN PLLC
SUBSTITUTE TRUSTEE
By: /s/ J. Mark Franklin, III
J. Mark Franklin, III
President of Corporate General Member
McKAY FRANKLIN PLLC
Attorneys at Law
Post Office Box 2488
Ridgeland, Mississippi 39158-2488
(601) 572-8778

POSTED: January 8, 2025

PUBLISHED: January 14, January 21, January 28, and February 4, 2025
January 14, 21, 28, February 4 2025
LMSS0219464

TRUSTEE'S NOTICE OF SALE

WHEREAS, on March 13, 2023, Trinita Terrell and Darrius Austin became jointly indebted to Queen Juliana Territory Trust and did, on that date, for the purpose of securing said indebtedness, execute a certain Land Deed of Trust to Gregory Giddens, Trustee for Queen Juliana Territory Trust, Beneficiary, which Deed of Trust is recorded in the land records of the office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi in Land Deed of Trust Book 7292, at Page 4825; and

Govt Bids & Proposals

Men and Women Uniform Invitation for Bid 3160007132

Thursday, February 20, 2025
10:00 A.M. Local Time

Notice is hereby given by the Procurement Office of the Mississippi Department of Public Safety that sealed written bids will be received by the undersigned at the address of the MS Department of Public Safety, 4th Floor, Room 402, Procurement Department, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216, Thursday, February 20, 2025 at 10:00 a.m. to establish a contract for purchasing of MS Department of Public Safety, CTED Men and Women Uniforms

Specifications may be obtained from the Procurement Department at the above address, or you may contact the following individuals:

Sonya Williams
601-987-1467
sonya.williams@dps.ms.gov

or

Britney Wesley
601-987-1407
bwesley@dps.ms.gov

The right is reserved to reject any and/or all bids and to waive all informalities.

Witness my signature this the 15th day of January 2025
01/28, 02/04/2025
10953183

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

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance issued an Invitation for Bids (IFB) on January 28, 2025, for the purpose of securing a qualified, experienced vendor to provide decision support services and related health care analysis consulting services to the State of Mississippi State and School Employees' Health Insurance Management Board relating to its management of the State and School Employees' Health Insurance Plan. Detailed specifications may be obtained from the MDFA website at <https://www.dfa.ms.gov/bids-and-rfp-notices> by written request to: Decision Support and Related Health Care Analysis Consulting Services IFB, c/o MDFA Insurance, 501 North West Street, Suite 1201-C Jackson, MS 39201, by email at InsuranceRFP@dfa.ms.gov or by contacting the Proposal Coordinator, Alicia Coleman, at 601-359-9271. Bids must be submitted as described in the IFB no later than 2:00 PM CST, February 28, 2025. The MDFA reserves the right to accept or reject any or all bids, cancel the IFB, or issue another IFB.
01/28, 02/04/2025
10974921

Foreclosure/Sheriff Sales

WHEREAS, default having been made in the performance of the stipulations and conditions set forth in the said Land Deed of Trust and having been requested to do so by the legal holder of said indebtedness, notice is hereby given that I, Gregory Giddens, Trustee, by virtue of the authority conferred upon me in said Land Deed of Trust, will offer for sale and outcry to the highest bidder, for cash, between the hours of 11:00 A.M. and 4:00 P.M., at the North front door of the Hinds County Courthouse, Jackson, Mississippi, on the 18th day of February, 2025, the following described land and property situated in Hinds County, Mississippi, to-wit:

Lot 25, Queen Lane Subdivision, Unit No. 7, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of the First Judicial District of Hinds County at Jackson, Mississippi, on the 18th day of February, 2025, the following described land and property situated in Hinds County, Mississippi, to-wit:

This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.

Dated: 01/29/2025

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
/s/ Adrian Massey
Director
02/04/2025
10988021

LEGAL NOTICE

NOTICE OF PUBLICATION OF FINAL SETTLEMENT

Notice is hereby given that the Contract Award between the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management, of the State of Mississippi - Jackson, Mississippi, on the one part, and (GC001), Oxford, MS on the other part, award dated 03/14/2024 for:

RE: FINAL ADVERTISEMENT 108-308
Reed Green Coliseum Roof Replacement
University of Southern Mississippi
Hattiesburg, MS

This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.

Dated: 01/29/2025

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
/s/ Adrian Massey
Director
02/04/2025
10988021

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Notice is hereby given that the Contract Award between the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management, of the State of Mississippi - Jackson, Mississippi, on the one part, and (GC001), Oxford, MS on the other part, award dated 07/13/2024 for:

RE: FINAL ADVERTISEMENT 507-063
JOC Nursing Home R&R
Mississippi Veterans Affairs
Collins, Jackson, Kosciusko, Oxford

This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.

Dated: 01/28/2025

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
/s/ Adrian Massey
Director
02/04/2025
10984865

Govt Public Notices

ADMINISTRATION BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT

Adrian Massey
Director
02/04/2025 #10987012

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RE: ADVERTISEMENT 201-077
Student Services Building
Cochoma Community College
Clarksdale, MS

This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.

Dated: 01/28/2025

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
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Director
02/04/2025
10986839

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RE: FINAL ADVERTISEMENT 529-005
Rose Hill Re-Roof
Mississippi Public Broadcasting
2315 County Road 20, Rose Hill, MS 39356

This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.

Dated: 01/29/2025

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
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Director
02/04/2025
10988166

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RE: ADVERTISEMENT 201-077
Student Services Building
Cochoma Community College
Clarksdale, MS

This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.

Dated: 01/28/2025

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
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02/04/2025
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RE: ADVERTISEMENT 201-077
Student Services Building
Cochoma Community College
Clarksdale, MS

This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.

Dated: 01/28/2025

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
/s/ Adrian Massey
Director
02/04/2025
10986839

LEGAL NOTICE

NOTICE OF PUBLICATION OF FINAL SETTLEMENT

Notice is hereby given that the Contract Award between the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management, of the State of Mississippi - Jackson, Mississippi, on the one part, and (GC001), Oxford, MS on the other part, award dated 06/21/2024 for:

RE: FINAL ADVERTISEMENT 529-005
Rose Hill Re-Roof
Mississippi Public Broadcasting
2315 County Road 20, Rose Hill, MS 39356

This Notice is given under the provisions of Section 31-5-53, Mississippi Code of 1972, Annotated.

Dated: 01/29/2025

DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
/s/ Adrian Massey
Director
02/04/2025
10988166

LEGAL NOTICE

NOTICE OF PUBLICATION OF FINAL SETTLEMENT

Notice is hereby given that the Contract Award between the Department of Finance and Administration, Bureau of Building, Ground

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• Tear Down Houses & Small Buildings
• Rebuild/Rebuild Privacy Fences/Hardtop Ramps
FAST SERVICE!
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J All N One

Martin As 39117
601-503-0111
This is a picture of a 16'x8' portable porch. We build all new treated wood. We build any size.
12'x8 \$2,450
16'x8 \$3,150
18'x10 \$3,750

Real Estate

Homes

starting fresh.

Lots and Building Sites

Bids & Proposals

DYNAMIX

The right is hereby reserved to waive informalities. Mississippi State is an equal opportunity/affirmative action employer. January 21, 28, 2025 10948704

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Biloxi, Mississippi, will receive sealed bids at said City Hall, Second floor, Mayor's Office, until 10:00AM on the 12th day of February, 2025, for the following:

CHEERLEADER UNIFORMS PARK AND RECREATION DEPARTMENT

(Specifications will be available in the Purchasing Office, City Hall, 140 Lameuse Street, Biloxi, Mississippi (228-435-6252.)

BIDS SHALL BE DELIVERED TO THE MAYOR'S OFFICE, SECOND FLOOR, CITY HALL, 140 LAMEUSE STREET, BILOXI, MISSISSIPPI 39530. BIDDERS HAVE THE OPTION OF SUBMITTING THEIR BIDS IN A SEALED ENVELOPE OR THROUGH THE CITY'S ELECTRONIC BID SUBMISSION LINK AT www.biloxiagov.com

Bids shall be in letter form with the envelope and bid plainly marked CHEERLEADER and shall be addressed to the Mayor's Office, P.O. Box 429, Biloxi, Mississippi 39533 or electronically submitted at www.biloxiagov.com. The envelope should list all applicable state and local license numbers.

The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

Bids & Proposals

IT55 417 Scontron OP4Rem

ANYONE OBJECTING TO THESE PURCHASES AS A SOLE SOURCE SHALL FOLLOW THE LINK BELOW FOR FURTHER INSTRUCTIONS:

<https://secure24.olemiss.edu/prelecblids/CurrentBids>

INTERESTED PARTIES WHO HAVE REASON TO BELIEVE THAT THE ITEMS ABOVE SHOULD NOT BE CERTIFIED AS A SOLE SOURCE SHOULD RESPOND IN ACCORDANCE WITH INSTRUCTIONS FOUND AT THE LINK ABOVE NO LATER THAN WEDNESDAY FEBRUARY 12, 2025 at 10:00 AM (Central Time).

Procurement Services contact: Frank Kemp or Jeff Walls via email salesource@olemiss.edu or by telephone 662-915-7448

LANCE FULCHER OF DIRECTOR OF PROCUREMENT SERVICES 01/28/2025 and 02/04/2025

Proposals will be received in the Office of Procurement and Contracts, Mississippi State University

SUBMISSION DEADLINE THURSDAY, FEBRUARY 27, 2025 - 2:00 P.M.

RFP 25-10 - ONE CARD TRANSACTION SYSTEM SOLUTIONS AND RELATED SERVICES

The right is hereby reserved to waive informalities. Mississippi State is an equal opportunity/affirmative action employer. 01/28, 02/04/2025 10971010

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS WILL BE RECEIVED AT THE UNIVERSITY OF MISSISSIPPI, OFFICE OF

Foreclosure/Sheriff Sales

of said indebtedness having requested the undersigned Substitute Trustee to execute the Trust and sell said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorney's fees, Substitute Trustee's fees and expenses of sale;

NOW, THEREFORE, the undersigned McKay Franklin PLLC, being the Substitute Trustee, does hereby give notice that on February 11, 2025, between 11:00 o'clock a.m. and 4:00 o'clock p.m., being the legal hours of sale, it will proceed to sell at public outcry, to the highest bidder for cash, at the north front door of the Hinds County Courthouse in Jackson, State of Mississippi, the following real property described and conveyed in said Deed of Trust, lying and being situated in Hinds County, Mississippi, and being more particularly described as follows, to-wit:

Lot 13, Level Oaks, Part 2, a subdivision according to a map or plat thereof, which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 15 at Page 13 thereof, reference to which is hereby made in aid of and as a part of this description.

The undersigned will convey only such title as is vested in it as Substitute Trustee.

WITNESS THE DULY AUTHORIZED OFFICER OF THE ENTITY, this the 7th day of January, 2025.

MCKAY FRANKLIN PLLC
SUBSTITUTE TRUSTEE
By: J. Mark Franklin, III
President of Corporate General Member
J. Mark Franklin, III
MCKAY FRANKLIN PLLC
Attorneys at Law

Foreclosure/Sheriff Sales

PLLC will convey only such title as is vested in it as Substituted Trustee. WITNESS OUR SIGNATURE, this the 17th day of January, 2025.

/s/ Andrew R. Wilson
Andrew R. Wilson (Miss. Bar #102862)
Underwood Law Firm PLLC
P.O. Box 1874
Madison, MS 39130
Phone: (601) 981-7773
File No. 24T70523

PUBLISH: Clarion Ledger: 01/28/2025, 02/04/2025, 02/11/2025, 02/18/2025
January 28, February 4, 11, 18, 2025
LMS59225286

TRUSTEE'S NOTICE OF SALE

WHEREAS, on March 13, 2023, Trinita Terrell and Darrius Austin became jointly indebted to Queen Julianna Territory Trust and did, on that date, for the purpose of securing said indebtedness, execute a certain Land Deed of Trust to Gregory Giddens, Trustee for Queen Julianna Territory Trust, Beneficiary, which Deed of Trust is recorded in the land records of the office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi in Land Deed of Trust Book 7292, at Page 4825, and

WHEREAS, default having been made in the performance of the stipulations and conditions set forth in the said Land Deed of Trust and having been requested to do so by the legal holder of said indebtedness, notice is hereby given that I, Gregory Giddens, Trustee, by virtue of the authority conferred upon me in said Land Deed of Trust, will offer for sale and outcry to the highest bidder, for cash, between the hours of 11:00 A.M., and 4:00 P.M., at the North front door of the Hinds County Courthouse, Jackson, Mississippi, on the 18th day of February, 2025, the

Govt Bids & Proposals

Britney Wesley,
601-987-1407
bwesley@dfms.ms.gov

The right is reserved to reject any and/or all bids and to waive all informalities.

Witness my signature this the 15th day of January 2025
01/28, 02/04/2025
10953183

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

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance issued an Invitation for Bids (IFB) on January 28, 2025, for the purpose of securing a qualified, experienced vendor to provide decision support services and related health care analysis consulting services to the State of Mississippi State and School Employees' Health Insurance Management Board relating to its management of the State and School Employees' Health Insurance Plan. Detailed specifications may be obtained from the MDFA website at <https://www.dfa.ms.gov/bids-and-rfp-notices>, by written request to: Decision Support and Related Health Care Analysis Consulting Services IFB, c/o MDFA-Insurance, 501 North West Street, Suite 1201-C Jackson, MS 39201, by email at InsuranceRFP@dfa.ms.gov, or by contacting the Proposal Coordinator, Alicia Coleman, at 601-359-9271. Bids must be submitted as described in the IFB no later than 2:00 PM CST, February 28, 2025. The MDFA reserves the right to accept or reject any or all bids, cancel the IFB, or issue another IFB, 01/28, 02/04/2025 10976921

Agenda Item 7: Invitations for Bid – Decision Support Services

Chairman Welch recognized Mr. Emrick, who stated that the Board's contract with HDMS for decision support services will expire on February 28, 2024. This contract provides for consulting, analytical and reporting services through the collection, processing, maintenance and client access of eligibility, claims, biometric, provider, and disease management data from the Plan's third-party administrator, pharmacy benefit manager, medical management vendor, and other Plan vendors as needed. In order to ensure that the selected contractor will be ready to provide services, staff will need to begin the procurement process in the upcoming month. Mr. Hardwick made a motion to approve issuing an Invitation for Bid (IFB) for Decision Support Services. Mr. Mike Chaney seconded the motion, which passed by a 7 – 0 vote, with members Burkhalter, Chaney, Buie (designee for member Evans), Gathings, Hardwick, Higgins, and Carter (designee for member Smith) voting affirmatively.