

**Mississippi Board of Trustees of
State Institutions of Higher Learning**

**Request for Proposals
Claims Audit
Consulting Services**



March 21, 2011

**Request for Proposals for
Claims Audit Consulting Services
March 21, 2011**

I. Introduction

The Board of Trustees of State Institutions of Higher Learning (IHL), through the Office of Risk Management (RM), is seeking a consultant specializing in workers' compensation and third party liability claims auditing to provide claim file and loss reserve audit services to the IHL Self-Insured Workers' Compensation Plan (WC Plan) and the IHL Self-Insured Tort Plan (Tort Plan). These Plans consist of the following members: Alcorn State University, Delta State University, Jackson State University, Mississippi State University, Mississippi University for Women, Mississippi Valley State University, The University of Mississippi, The University of Mississippi Medical Center, The University of Southern Mississippi, and the IHL Board Office.

The current third party claims administrator (TPA), located in Ridgeland, Mississippi, is F. A. Richard & Associates, Inc. (FARA). As of March 14, 2011, the number of open and closed workers' compensation claims for fiscal year 2010 was 1,520. Of the 1,520, 238 were lost time claims. As of March 14, 2011, the number of open and closed tort liability claims for fiscal year 2010 was 111. The summary reports for both the WC Plan and the Tort Plan are located in Exhibit D.

II. Purpose

The consultant will perform statistically valid audits on the claim files of the WC Plan and the Tort Plan to determine the effectiveness of claim management and cost management as they relate to these Plans. The first audit is to be completed no later than October 31, 2011 for the service period of July 1, 2010 through June 30, 2011. Subsequent audits are to be completed no later than October 31, 2012 for the service period of July 1, 2011 through June 30, 2012, and October 31, 2013 for the service period of July 1, 2012 through June 30, 2013.

Should IHL release a Request for Proposals (RFP) for the services of a TPA, the consultant may be required to review and provide an evaluation of a sufficient number of claim files of finalists designated by IHL during the evaluation process. The review and evaluation shall be based on industry standards and additional criteria provided by IHL. The consultant shall present his/her evaluation to IHL.

III. Scope of Services

A. Annual Claims Audit

The consultant's responsibilities include, but are not limited to, the following:

1. To audit a statistically valid number of claim files on each Plan to determine the effectiveness of claim handling and claim supervision by the TPA.
2. Measurement of adherence to contractual obligations and the following performance standards:

Workers' Compensation

- a. Mail or phone contact with all lost time injured workers, the medical provider, and the WC Participant contact within three (3) working days of claim knowledge.
- b. Detailed and completed reserve calculation work sheets on all lost time files over \$5,000 in incurred value. The worksheets are required for initial and subsequent reserve changes when the total incurred value is \$5,000 or more.
- c. All (non-controverted) medical bills paid within forty-five (45) days of receipt.
- d. All indemnity (TTD) payments made in accordance with Mississippi Workers' Compensation Commission rules.
- e. Every three (3) months (or more frequent) documented file reviews of all lost time files over \$5,000 by the claim supervisor.
- f. Every three (3) months (or more frequent) documented file reviews of all lost time files over \$15,000 by the claim manager.
- g. All Mississippi Workers' Compensation Commission forms (B-3, B-15, B-16, B-17, B-31, etc.) filed with the Mississippi Workers' Compensation Commission timely and accurately.
- h. Files closed within sixty (60) days of last activity.
- i. Telephone or written response to WC Participant inquiries within forty-eight (48) hours of receipt.

j. Limit the number of open lost time files to a monthly average of 150 per adjuster.

Tort

a. Mail or phone contact with all lost time injured workers, the medical provider, and the Tort Participant contact within three (3) working days of claim knowledge.

b. Documentation of reserves and reserve changes on all bodily injury files over \$5,000 in incurred value.

c. All non-bodily injury claims closed and, if payment is applicable, paid within sixty (60) days of receipt.

d. Every three (3) months (or more frequent) documented file reviews of all bodily injury claim files over \$5,000 by the claim supervisor.

e. Every three (3) months (or more frequent) documented file reviews of all bodily injury claim files over \$15,000 by the claim manager.

f. Telephone or written response to Tort Participant inquiries within forty-eight (48) hours of receipt.

g. Limit the number of open claim files to a monthly average of 125 per adjuster.

3. Audit claim files to determine the validity of amount of loss reserves placed against the Plans and the timely management of reserve changes.
4. Provide testimony to IHL and the Mississippi Tort Claims Board if requested by IHL.
5. Provide such other services that may be necessary to accomplish the desired objectives of the audit.

B. Review and Evaluation of Claims Files for Third Party Claims Administration Finalists in the IHL Selection Process (if needed)

The consultant's responsibilities include, but are not limited to, the following:

1. To audit a sufficient number of claim files of each designated TPA finalist to determine the effectiveness of claim handling and claim supervision of their current clients' claims.
2. Measurement of the performance standards outlined in III. A. 2. of this RFP. It is anticipated that there will be no more than two finalists.

IV. General Instructions

A. Minimum Consultant Qualifications

1. The consultant(s) must have at least five (5) years experience in consulting responsibilities for auditing workers' compensation and third party liability claim files. Preferably, this experience will include governmental self-funded plans.
2. The consultant(s) must have at least seven (7) years experience in third party liability claims adjusting and supervision, and at least seven (7) years in workers' compensation claims adjusting and supervision.

B. Required Contents of the Proposal

In preparing your response to the questionnaire, you must repeat each question followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. The proposer must submit the following information in the order requested:

1. State the full name and home office address of your organization. If the office that will service IHL is located at a different address than the home office, provide the complete address, phone number and facsimile number for this office.
2. Provide the name, title, address, telephone number, facsimile number and email address of the contact person for this proposal.
3. Provide your best estimate of the number of WC Plan claims that need to be reviewed to be a statistically valid audit and the number of days required to conduct said audit. Provide your best estimate of the number of Tort Plan claims that need to be reviewed to be a statistically valid audit and the number of days required to conduct said audit. Provide your best estimate of the number of claims to be sufficient in the review and

evaluation for a TPA finalist and the number of days required to conduct said review and audit.

4. Name(s) of the consultant(s) to perform the work for IHL. A brief statement as to why each consultant is qualified to provide the requested services to IHL. In addition, provide in detail how they meet the Minimum Consultant Qualifications in IV. A. 1. and 2. of this RFP.
5. A complete resume for each consultant that will be assigned to render services on IHL's account, including detailed information on any special training or designations.
6. Please provide a copy of your company's diversity policy. Also, provide a list of employees to be assigned to this account which gives title, race, sex, and indicates if a degree is held from an IHL system university.
7. List at least three current clients. For each client, the list must specify the type of work performed by your firm, the client's number of employees, and the period of time retained as a client. For each client, include the name, title, address, telephone number, facsimile number and email address of a contact person who we may contact as a reference.
8. List at least three current governmental clients. For each client, the list must specify the type of work performed by your firm, the client's number of employees, and the period of time retained as a client. For each client, include the name, title, address, telephone number, facsimile number and email address of a contact person who we may contact as a reference.
9. State whether any officers or principals and/or their immediate family members are, or have been in the preceding 12 months, employees of IHL, the State of Mississippi, or are elected officials of the State of Mississippi.
10. Has your organization ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates, jurisdiction, cause number and outcomes.
11. During the past five (5) years has your organization, related entities, principals or officers ever been a party in any material civil or criminal litigation whether directly related to this RFP or not? If so, provide details including dates and outcomes.
12. State if you currently provide any services, directly or indirectly, to F. A. Richard & Associates, Inc. If so, provide a full description of services provided.

13. Provide your criteria used to determine the effectiveness of claim handling and claim supervision of a TPA.
14. Complete the cost quotation form in Exhibit C.
15. An officer, principal or owner of the consulting firm must sign the Statement of Compliance (Exhibit A). Failure to comply with this requirement will automatically disqualify your bid.

C. Timetable

The following is an outline of dates in the selection process. Dates are subject to change. Notification of any changes will be provided in writing to all Consultants who provided notice of intent to bid.

March 21, 2011	RFP released
April 4, 2011	Intent to Bid and all questions regarding the RFP due by 4:00 p.m. CDST
April 8, 2011	Response to questions sent
May 9, 2011	Proposals due by 4:00 p.m. CDST
June 9, 2011	Notification of selected consultant
July 1, 2011	Contract effective

D. Intent to Bid and Submission of Proposal

1. All potential Consultants are urged to indicate in writing their intention to bid by April 4, 2011. Only those bidders that provide notification of intent to bid will receive responses to questions, changes and updates. Your notification of intent to bid should contain: (a) confirmation that your organization meets or exceeds the Minimum Consultant Qualifications in IV. A. 1. and 2.; and (b) give a primary contact's name, title, address, telephone number and email address for your proposal. All communication from this office will be directed to this contact.
2. Proposals must be received by 4:00 p.m. Central Daylight Savings Time on May 9, 2011. Email is the preferred method of receipt. If electronic submission is not possible, submit four copies of your proposal with at least one of them unbound to the address on the following page.

E. Communication

IHL shall be bound only by written responses to written questions concerning the RFP. All communication in reference to this RFP, including submission of intent to bid, questions, and proposals must be addressed to:

riskmanagement@mississippi.edu

**Cliff Tucker, Director of Risk Management
Mississippi Institutions of Higher Learning
3825 Ridgewood Road
Jackson, MS 39211
Facsimile: (601) 432-6986**

F. IHL RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES TO THIS RFP.

EXHIBIT A

Statement of Compliance

Statement of Compliance

Proposer agrees to adhere to all of the conditions and requirements set forth below in addition to the IHL RFP:

- 1. That the attached proposal is valid for at least 120 days subsequent to the date of submission. The proposal shall become part of the ensuing agreement in the event that the agreement is awarded to your organization.**
- 2. That IHL reserves the right to correct and clarify this RFP. Any corrections and clarifications will be sent to all bidders that have provided notice of intent to bid.**
- 3. That IHL reserves the right to request clarifications or corrections to proposals, reject any or all proposals, or cancel the RFP in its entirety at IHL's sole discretion. Any proposal received which does not meet the General Instructions may be considered to be non-responsive and may be rejected.**
- 4. That IHL reserves the right to further clarify and/or negotiate with the proposer evaluated best following completion of the evaluation of proposals but prior to agreement execution, if such is deemed necessary at the discretion of IHL. IHL also reserves the right to move to the next best proposer if negotiations do not lead to a final agreement with the best proposer.**
- 5. That all costs incurred by proposers in preparing and delivering their proposals and, if needed, any subsequent time and travel to meet with IHL regarding the proposal shall be borne at the proposer's expense.**
- 6. That the consultant agrees to the attached agreement in Exhibit B and said agreement shall be effective and binding upon the parties for the period of July 1, 2011 through June 30, 2014. Thereafter, the agreement may be extended by mutual agreement of both parties. The agreement may be terminated by either party, with or without cause at any time, upon thirty (30) days prior written notice.**
- 7. That any action at law, suit in equity, or judicial proceeding for the enforcement of the agreement or for any breach thereof, shall be instituted only in the courts of the State of Mississippi.**
- 8. That the agreement shall be governed by the laws of the State of Mississippi both as to interpretation and performance.**
- 9. That the consultant hereby agrees that it shall not make any delegation of its duties. It is further mutually understood and agreed by both parties that this is not an exclusive consulting agreement. IHL is free to contract with other professionals to**

perform similar and like services as those contained in this RFP. Payment for work performed by consultant shall not be affected by this provision.

10. That a non-resident consultant of the State of Mississippi shall appoint the Secretary of State of the State of Mississippi as its agent for service of process for any legal action arising out of this agreement.
11. That the consultant shall maintain full and accurate records with respect to all matters covered under this RFP and ensuing agreement. Additionally, at the request of IHL, the consultant shall provide all spreadsheets, assumptions, and calculations upon completion of each audit report in a format acceptable to IHL. IHL shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts from, and to inspect all data, documents, proceedings, and activities pertaining to the audit.
12. That all documents submitted to IHL shall become documents of IHL and shall become subject only to the Mississippi Public Records Act of 1983. IHL has the right to use any and all ideas or adaptations of the ideas contained in any proposal received in response to the RFP. Selection or rejection of the proposal will not affect this right.
13. That the consultant's proposal and response shall be made a part of the agreement.

Name

Title

Signature

Company

Date

Please have the appropriate officer sign this statement and include it as part of your proposal.

Exhibit B

Personal Services Contract

**Mississippi Board of Trustees State Institutions of Higher Learning (IHL)
Professional Personal Services Contract with Independent Contractor**

(This contract must be attached to a completed Contract Approval/Routing Form prior to work commencing.)

IHL Contract Number: _____

CONTRACTOR: _____ **Phone Number:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

U.S. Citizen: Yes NO If no, Country of Citizenship: _____ and Residence: _____

If no, are you a non-resident alien? _____ Visa Type: _____ Resident Alien: _____

Incorporated: Yes NO Small Business, Minority, Woman-Owned? (Circle all applicable)

U.S. Social Security Number or U.S. Federal Tax Identification Number: _____

STATEMENT OF WORK:

IHL has determined that these services are essential and could not satisfactorily be performed by IHL Executive Office employees. Therefore, the CONTRACTOR noted above will perform the services and/or tasks as follows: The consultant shall perform statistically valid audits on the claim files of the WC Plan and the Tort Plan, to determine the effectiveness of claim management and cost management as they relate to these Plans.

CONTRACTOR shall provide the following: Statistically valid annual audits on the WC Plan and the Tort Plan

(Please reference attachment if additional space required. Any attachment is incorporated into this contract.)

Contract Begin Date: July 1, 2011 Contract Completion Date: June 30, 2014

CONSIDERATION AND COMPENSATION: Account to be Charged: 3015 & 3019

Rate of Pay:(indicate hourly, daily, scheduled deliverables/tasks, total project, etc.) \$ _____

(If charged to a Corporation for National and Community Service Grant, consultant daily rate cannot exceed \$540.)

Payment Terms: _____

Services shall not exceed: \$ _____ Expenses shall not exceed: \$ _____

Nature of Expenses: _____

Signed original invoices referencing the IHL contract number should be submitted to the following address:

Mississippi Board of Trustees State Institutions of Higher Learning
Attention: Accounts Payable
3825 Ridgewood Road
Jackson, MS 39211-6453

IHL EXECUTIVE OFFICE CONTACT:

Name: Cliff Tucker Phone Number: 601.432.6688

CONTRACTOR Certification: I agree to the terms noted above and to the general terms and conditions referenced in Appendix A. I am an independent CONTRACTOR for the IHL; therefore, the IHL is not liable for Social Security Contributions pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payments exceed \$600.

Signature of CONTRACTOR: _____ Date: _____

The Mississippi Board of Trustees Institutions of Higher Learning acceptance of contract:

_____ Date: _____

Commissioner (or approved designee)

**Mississippi Board of Trustees State Institutions of Higher Learning
Professional Personal Services Contract with Independent Contractor
Appendix A-General Terms and Conditions**

- 1. INDEPENDENT CONTRACTOR:** The CONTRACTOR will act as an independent contractor under this contract, and neither the CONTRACTOR nor any employee or agent of the CONTRACTOR is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, 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 IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the CONTRACTOR hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the CONTRACTOR. CONTRACTOR's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the CONTRACTOR, its servants, agents, or employees. The IHL Executive Office 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 IHL Executive Office shall not provide to the CONTRACTOR any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees. The CONTRACTOR will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance. It is mutually understood and agreed by both parties that this is not an exclusive consulting contract. IHL is free to contract with other professionals to perform similar and like services as those contained in this contract. Payment for work performed by the Actuary shall not be affected by this provision.
- 2. INSURANCE.** The CONTRACTOR, as an independent CONTRACTOR, will be required to procure and maintain Comprehensive General Liability insurance and Commercial Auto Liability insurance. The CONTRACTOR shall be required to provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.
- 3. NONRESIDENT ALIEN.** If the CONTRACTOR is a nonresident alien performing services in the United States or its territories, the CONTRACTOR agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.
- 4. AUTHORITY TO CONTRACT.** The CONTRACTOR warrants (a) is authorized to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 5. ACCESS TO RECORDS.** The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of

**Mississippi Board of Trustees State Institutions of Higher Learning
Professional Personal Services Contract with Independent Contractor
Appendix A-General Terms and Conditions**

the United States or their authorized representatives shall have access to the books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the CONTRACTOR for three years from the date of the completion of work. CONTRACTOR is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

6. **OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL. The CONTRACTOR shall deliver such documents and work papers to IHL upon termination or completion of this Agreement if requested by IHL. The foregoing notwithstanding, the CONTRACTOR shall be entitled to retain a set of such work papers for its files. The CONTRACTOR shall be entitled to use such work papers only after receiving written permission from IHL.
7. **TERMINATION.** Either the IHL or the CONTRACTOR may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the CONTRACTOR shall continue performance until the IHL can find a replacement CONTRACTOR or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the CONTRACTOR up to the date of termination.
8. **IHL EXECUTIVE OFFICE EMPLOYEES.** The CONTRACTOR will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.
9. **CONFIDENTIAL INFORMATION.** In connection with the contract hereunder, the IHL and the CONTRACTOR shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation or confidentiality. Employees of the IHL Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The IHL shall have the appropriate individuals execute said agreements and provide copies to the CONTRACTOR. The CONTRACTOR shall have the appropriate individuals execute said agreements and provide copies to the IHL.
Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.
10. **ACKNOWLEDGEMENT OF SPONSORSHIP.** The CONTRACTOR agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement "This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.

**Mississippi Board of Trustees State Institutions of Higher Learning
Professional Personal Services Contract with Independent Contractor
Appendix A-General Terms and Conditions**

- 11. APPLICABLE LAW.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws 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. If a court determines that any provision of this contract is not enforceable against IHL, the CONTRACTOR agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.
- 12. IDEMNIFICATION.** To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, 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, attorney's fees, arising out of or caused by the CONTRACTOR and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In IHL's sole discretion, 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 IHL; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with such defense, and IHL shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc., without IHL's concurrence, which IHL shall not unreasonably withhold.
- 13. CONFLICT OF INTEREST.** The CONTRACTOR affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR's family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change.
- 14. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL.** It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement 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 the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the CONTRACTOR, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 15. SEVERABILITY.** If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.
- 16. TOTAL AGREEMENT.** The Contract consists of and precedence is hereby established by the order of the following documents incorporated herein: (1) This Contract, including Appendix A - General Terms and Conditions and Appendix B - Payment Terms, signed by both parties including IHL's Request for Proposal (RFP) entitled "Request for Proposal for Claims Audit Consulting Services, March 21, 2011" is attached hereto and incorporated fully herein by reference, and (2) The Claims Auditor's response to the RFP attached hereto and incorporated fully herein by reference. Therefore, the language in this Contract, including IHL's RFP, shall govern over any inconsistency between the language in this Contract, including IHL's RFP, and the Actuary's response to the RFP. This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.

**Mississippi Board of Trustees State Institutions of Higher Learning
Professional Personal Services Contract with Independent Contractor
Appendix A-General Terms and Conditions**

- 17. CONTRACT CHANGES.** The IHL may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the CONTRACTOR's cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the CONTRACTOR received the IHL's notification of change, unless the IHL grants additional time before the date of final payment. No services for which the CONTRACTOR will charge any additional compensation shall be furnished without the prior written authorization of the IHL.
- 18. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The CONTRACTOR shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the CONTRACTOR under this Contract, without prior written consent of the IHL.
- 19. THIRD PARTY ACTION NOTIFICATION.** The CONTRACTOR shall give the IHL 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.
- 20. NOTICE.** Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39216 or to the CONTRACTOR by writing _____

The parties agree to promptly notify each other of any change of address.

CONTRACTOR signature when form is faxed

Signature and Date (I agree to the terms of the contract included in pages 1 through 4)

IHL agrees to compensate the Consultant for services, approved by IHL through the Office of Risk Management, performed by the Consultant under the terms of this agreement as follows:

- A. It is understood and agreed to that the amount payable in accordance with this rate shall constitute the entire compensation due the Consultant for services and all of the Consultant's obligations hereunder regardless of the difficulty, materials, or equipment required. The rate includes, but is not limited to, all applicable taxes, fees, general office expense, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Consultant. No additional compensation will be provided by IHL for any expense, cost, or fee not specifically authorized by agreement, or by written authorization in advance from IHL.
- B. It is understood and agreed to that this rate is to be charged for on-site days only and is firm for the duration of the agreement. Such rate is not subject to escalation for any reason, unless the agreement is duly amended.
- C. It is understood and agreed to that compensation to the Consultant for travel, meals and/or lodging shall be allowed subject to the following criteria:
 - 1. In order to be compensable by IHL, expenses must be reasonable and necessary for the fulfillment of project and agreement obligations;
 - 2. Air travel reimbursement will be limited to "Coach" class rates;
 - 3. Meals and lodging expenses will be reimbursed in the amount of actual costs;
 - 4. Taxi fares, reasonable rental car expenses, and airport parking expenses will be reimbursed in the amount of actual costs;
 - 5. Automobile reimbursement shall be at the same rate that federal employees are reimbursed for using private vehicles for official federal business travel;
 - 6. Automobile mileage from personal use and personal expenses are not compensable expenses;
 - 7. Time spent in "travel status" is not compensable. The rate is to be charged for on-site days only and does not include travel time.
- D. It is understood and agreed to that the Consultant shall submit all invoices, in a form acceptable to IHL, prior to any payment of allowable compensation and costs. Such invoices will, at a minimum, include the name of each individual, the individual's job

title, the number of days, the total compensation requested for the individual, a statement of compensable expenses, and the total amount due the Consultant for the period invoiced. In addition, the invoice shall reflect whether the services were provided for the IHL Workers' Compensation Plan, the IHL Tort Claims Plan, or the RFP evaluation process, and shall identify the project or work type.

- E. It is understood and agreed to that the payment of an invoice by IHL shall not prejudice IHL's right to object or question any invoice or matter in relation thereto. Such payment by IHL shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Consultant's invoice or payment shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by IHL, on the basis of audits, not to constitute allowable costs. Any payment will be reduced for overpayment, or increased for underpayment on subsequent invoices.**

- F. It is understood and agreed to that IHL reserves the right to deduct from amounts which are or shall become due and payable to the Consultant under this agreement between the parties any amounts which are or shall become due and payable to IHL by the Consultant.**

Exhibit C

Cost Quotation

Cost Quotation Form

Our organization’s unit rates (per diem or flat fee per audit project) to provide the consulting services for IHL are as follows:

	Per Diem 7/1/11 through 6/30/12	Per Diem 7/1/12 through 6/30/13	Per Diem 7/1/13 through 6/30/14
Consultant			

OR

	Project 1: WC Plan Claim Audit	Project 2: Tort Plan Claim Audit	Project 3: TPA RFP Claim File Evaluation
Year 1			
Year 2			
Year 3			

It is understood and agreed to that these unit rates shall constitute the entire compensation due the consultant for services and all of the consultant’s obligations hereunder regardless of the difficulty, materials, or equipment required. The unit prices include, but are not limited to, all applicable taxes, fees, general office expense, overhead, profit, and all other direct and indirect costs incurred or to be incurred, by the consultant. No additional compensation will be provided by IHL for any expense, cost, or fee not specifically authorized by agreement, or by written authorization from IHL.

It is understood and agreed to that these unit rates are firm for the duration of the agreement and are not subject to escalation for any reason, unless the agreement is duly amended.

It is understood and agreed to that compensation to the consultant for travel, meals and/or lodging shall be allowed subject to the following criteria:

- 1. In order to be compensable by IHL, expenses must be reasonable and necessary for the fulfillment of project and agreement obligations;**
- 2. Air travel reimbursement will be limited to "Coach" class rates;**
- 3. Meals and lodging expenses will be reimbursed in the amount of actual costs;**
- 4. Taxi fares, reasonable rental car expenses, and airport parking expenses will be reimbursed in the amount of actual costs;**
- 5. Automobile reimbursement shall be at the same rate that federal employees are reimbursed for using private vehicles for official federal business travel. Personal automobile mileage and related costs are not compensable expenses;**
- 6. Time spent in "travel status" is not compensable. Unit rates in the completed cost quotation form are to be charged for actual hours worked only, and shall not include travel time.**

It is understood and agreed to that the consultant shall submit all invoices, in a form acceptable to IHL, prior to any payment of allowable costs. Such invoices will, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the total compensation requested for the individual, a statement of compensable expenses, and the total amount due the consultant for the period invoiced. In addition, the invoice shall reflect whether the services were provided for the WC Plan or the Tort Plan, and shall identify the project or work type.

It is understood and agreed to that the payment of an invoice by IHL shall not prejudice IHL's right to object or question any invoice or matter in relation thereto. Such payment by IHL shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Consultant's invoice or payment shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by IHL, on the basis of audits, not to constitute allowable costs. Any payment shall be reduced for overpayment, or increased for underpayment on subsequent invoices.

It is understood and agreed to that IHL reserves the right to deduct from amounts which are or shall become due and payable to the consultant under the ensuing agreement between the parties any amounts which are or shall become due and payable to IHL by the consultant.

Name

Title

Signature

Company

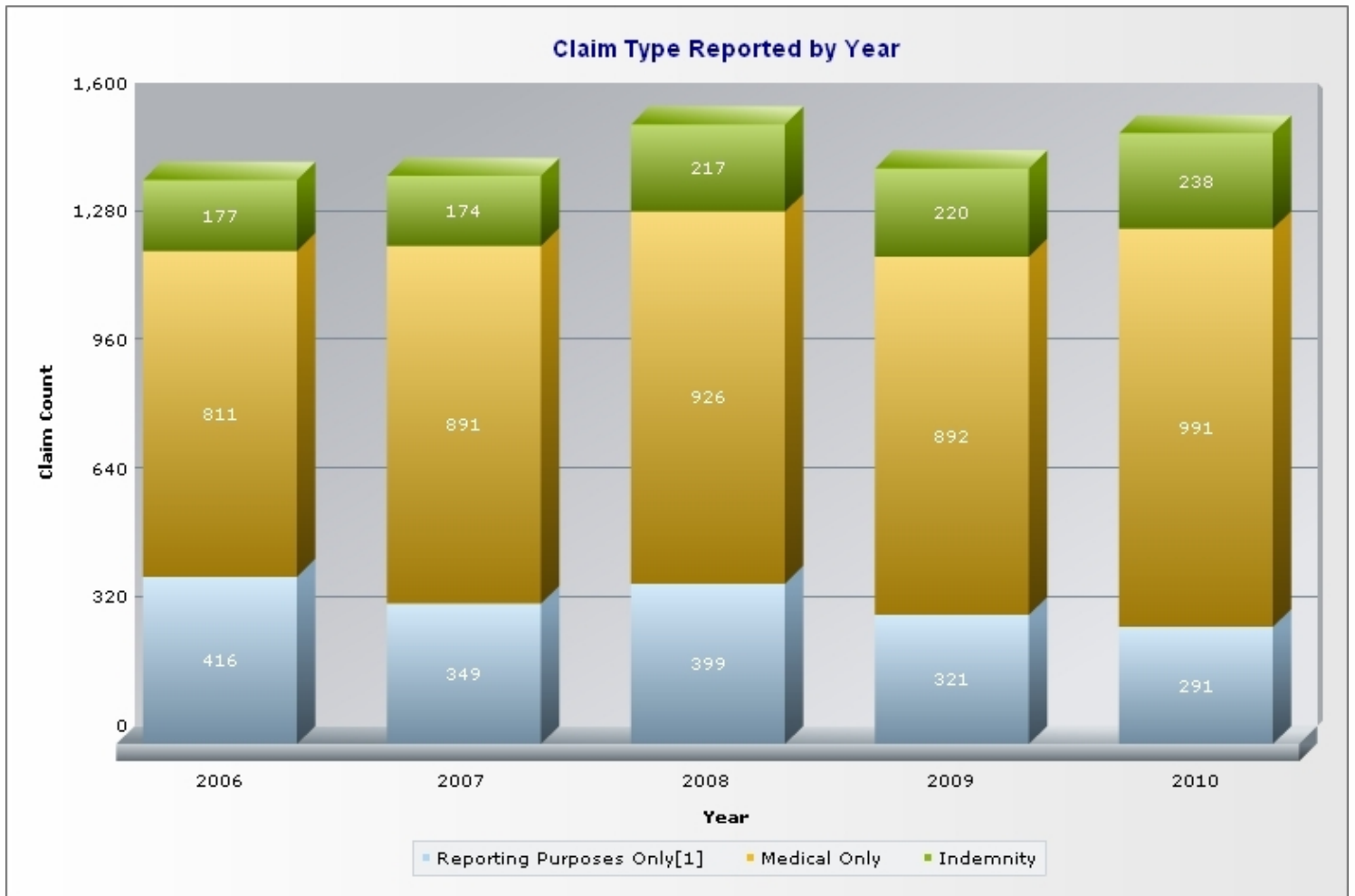
Date

Please have the appropriate officer sign this statement and include it as part of your proposal.

Exhibit D

**Summary Reports as of March 14, 2011 for the
WC Plan and the Tort Plan**

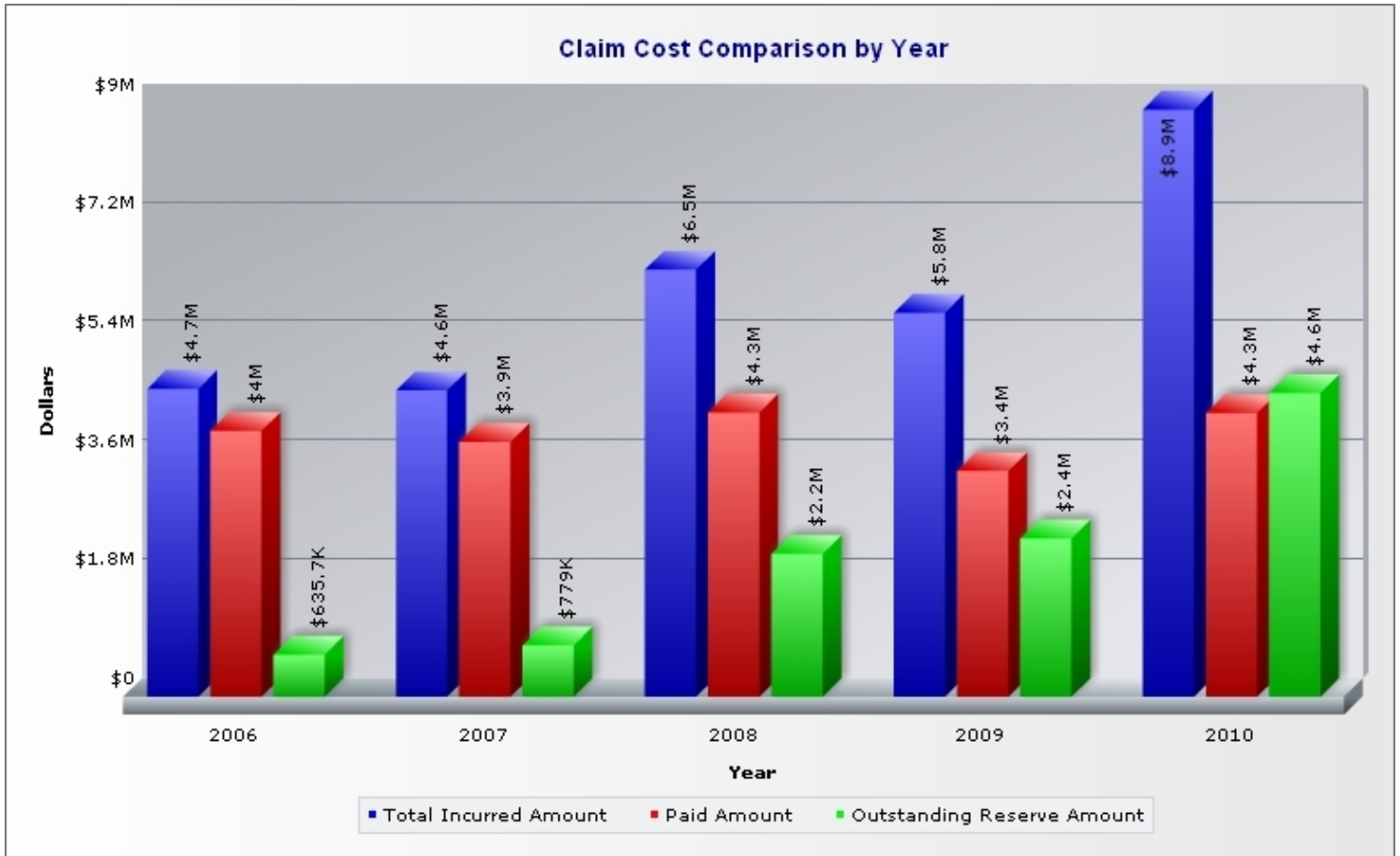
Client Name: Mississippi Institutions of Higher Learning
Line of Business: Workers' Compensation
Accident Period: 07/01/2005 to 06/30/2010
Display Results By: Fiscal Year Ending 06/30/2010



^[1] "Reporting Purposes Only Claims" are only those reported for Non-WC reporting purposes and not all claims (or Events) reported by employees to the Company.

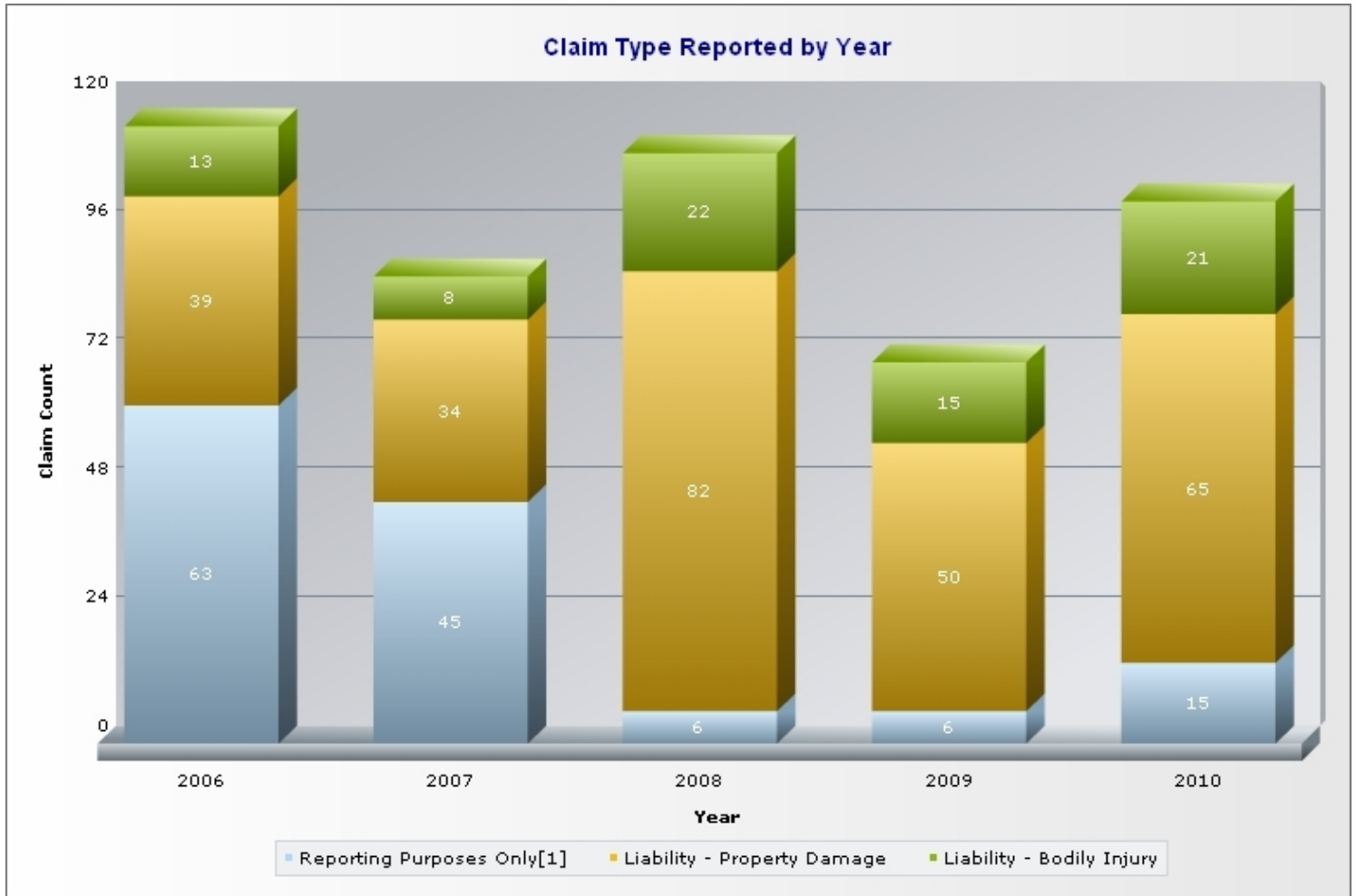
Claim Type	2006	2007	2008	2009	2010
Indemnity	177	174	217	220	238
Medical Only	811	891	926	892	991
Reporting Purposes Only	416	349	399	321	291
Totals	1404	1414	1542	1433	1520

Client Name: Mississippi Institutions of Higher Learning
 Line of Business: Workers' Compensation
 Accident Period: 07/01/2005 to 06/30/2010
 Display Results By: Fiscal Year Ending 06/30/2010



Year	Total Claims	Total Incurred Amount	Paid Amount	Outstanding Reserve Amount
2006	1404	\$4,665,210.16	\$4,029,480.57	\$635,729.59
2007	1414	\$4,640,923.77	\$3,861,896.43	\$779,027.34
2008	1542	\$6,471,654.85	\$4,307,491.79	\$2,164,163.06
2009	1433	\$5,820,124.27	\$3,422,595.23	\$2,397,529.04
2010	1520	\$8,897,752.98	\$4,297,191.58	\$4,600,561.40
	7313	\$30,495,666.03	\$19,918,655.60	\$10,577,010.43

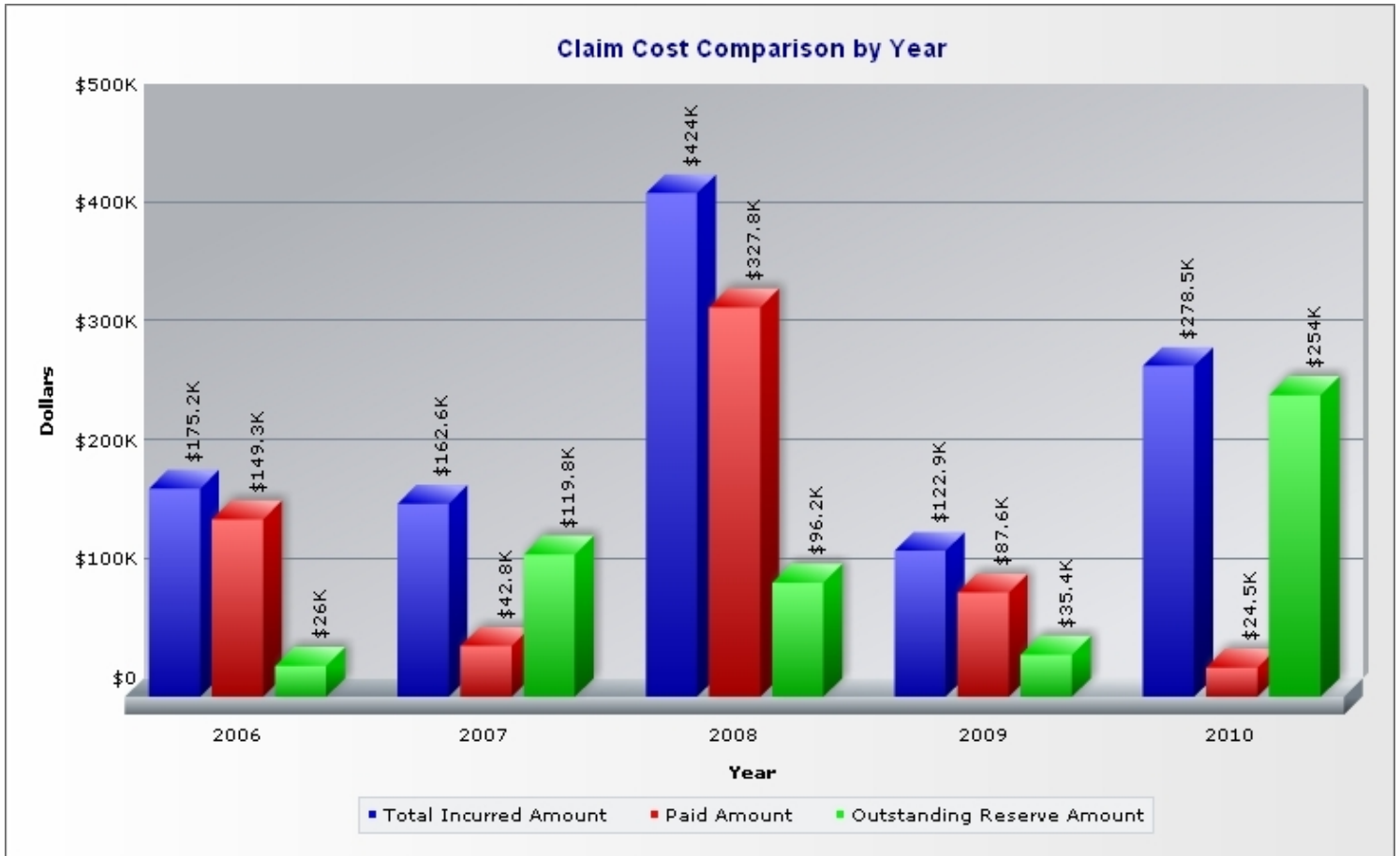
Client Name: Mississippi Institutions of Higher Learning
Line of Business: General Liability
Accident Period: 07/01/2005 to 06/30/2010
Display Results By: Fiscal Year Ending 06/30/2010



^[1] "Reporting Purposes Only Claims" are only those reported for Non-WC reporting purposes and not all claims (or Events) reported by employees to the Company.

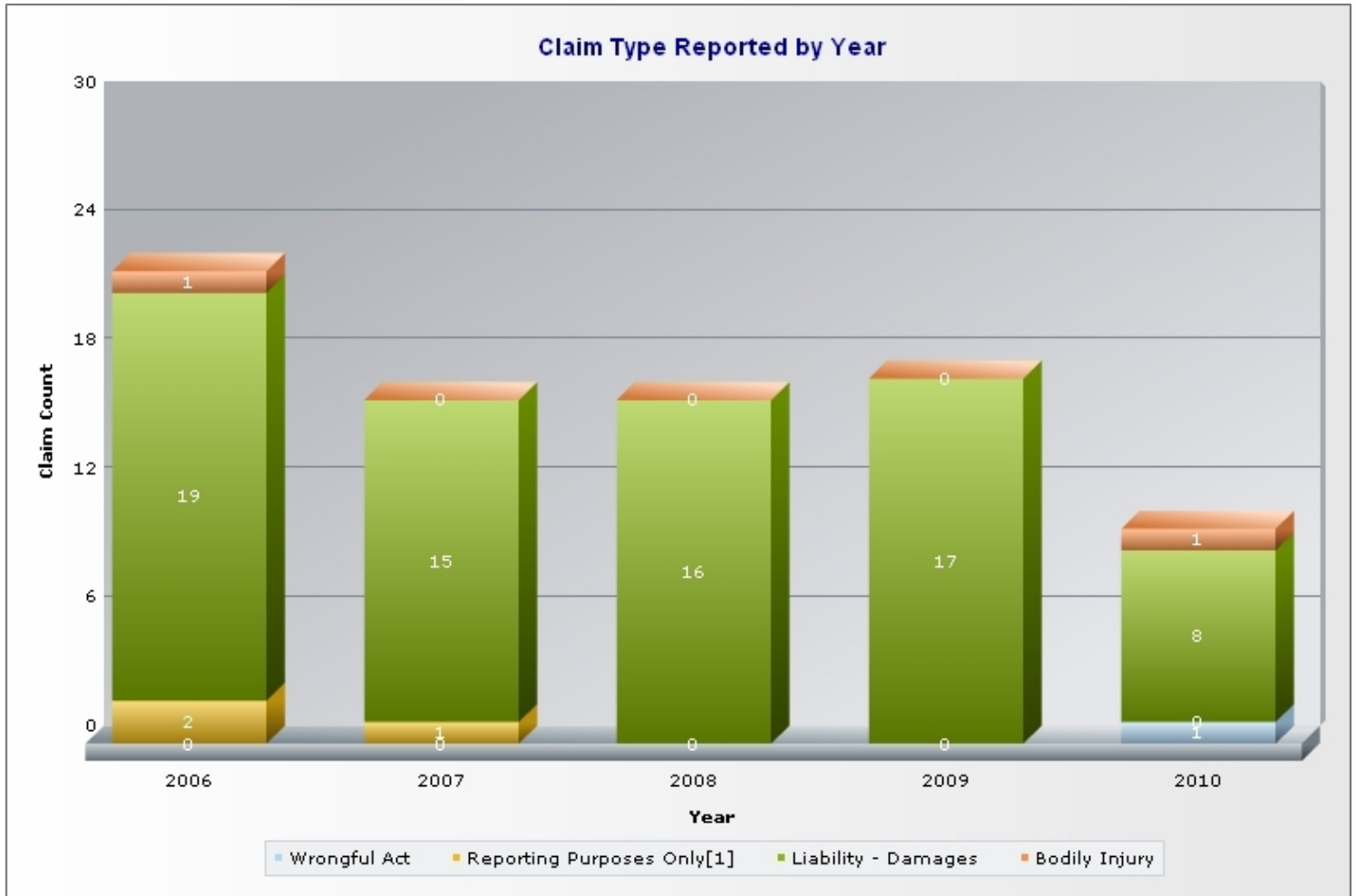
Claim Type	2006	2007	2008	2009	2010
Liability - Bodily Injury	13	8	22	15	21
Liability - Property Damage	39	34	82	50	65
Reporting Purposes Only	63	45	6	6	15
Totals	115	87	110	71	101

Client Name: Mississippi Institutions of Higher Learning
 Line of Business: General Liability
 Accident Period: 07/01/2005 to 06/30/2010
 Display Results By: Fiscal Year Ending 06/30/2010



Year	Total Claims	Total Incurred Amount	Paid Amount	Outstanding Reserve Amount
2006	115	\$175,249.42	\$149,295.46	\$25,953.96
2007	87	\$162,558.73	\$42,800.29	\$119,758.44
2008	110	\$423,995.64	\$327,840.33	\$96,155.31
2009	71	\$122,945.15	\$87,594.28	\$35,350.87
2010	101	\$278,464.86	\$24,486.86	\$253,978.00
	484	\$1,163,213.80	\$632,017.22	\$531,196.58

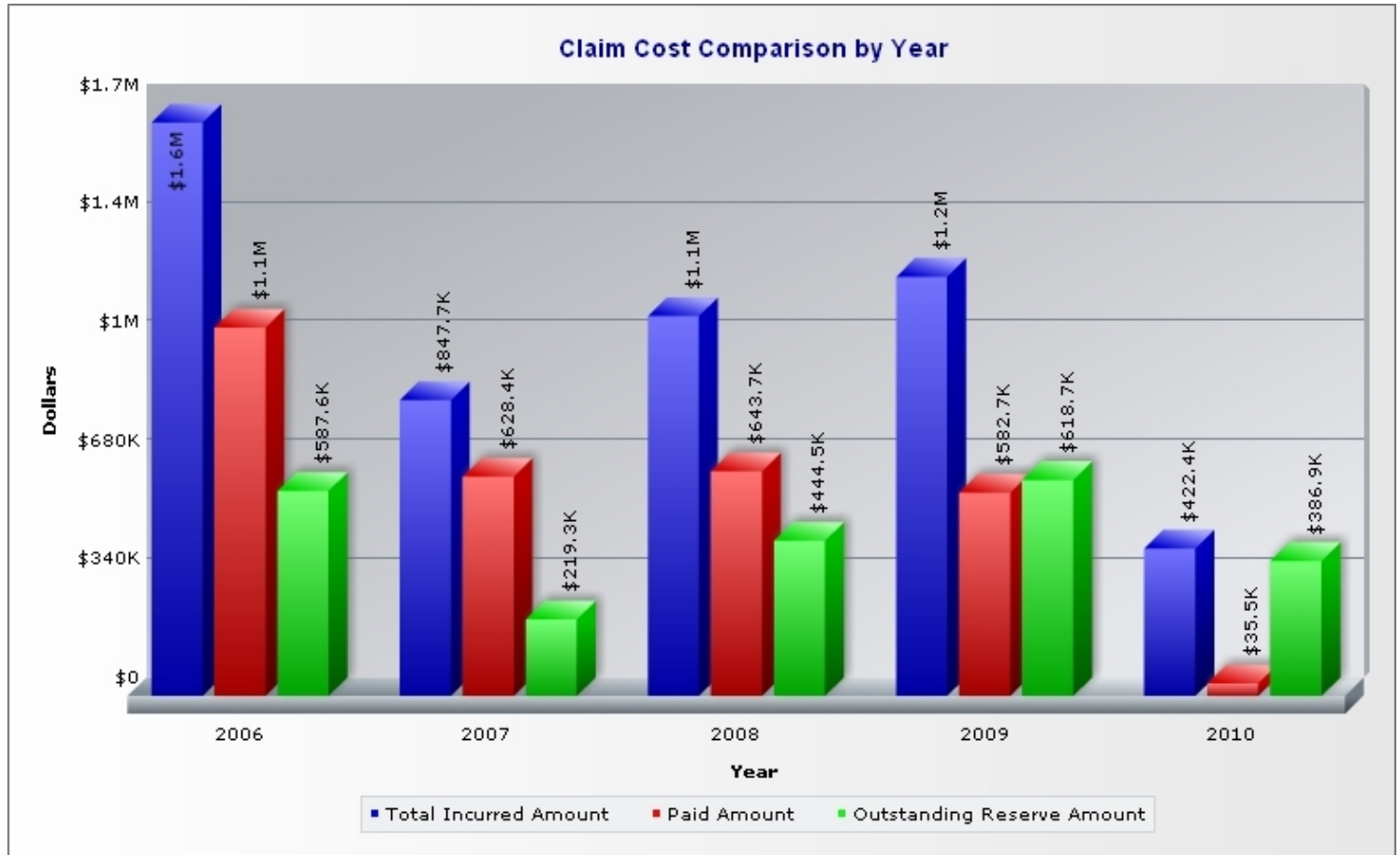
Client Name: Mississippi Institutions of Higher Learning
Line of Business: Professional Liability
Accident Period: 07/01/2005 to 06/30/2010
Display Results By: Fiscal Year Ending 06/30/2010



^[1] "Reporting Purposes Only Claims" are only those reported for Non-WC reporting purposes and not all claims (or Events) reported by employees to the Company.

Claim Type	2006	2007	2008	2009	2010
Bodily Injury	1	0	0	0	1
Liability - Damages	19	15	16	17	8
Reporting Purposes Only	2	1	0	0	0
Wrongful Act	0	0	0	0	1
Totals	22	16	16	17	10

Client Name: Mississippi Institutions of Higher Learning
 Line of Business: Professional Liability
 Accident Period: 07/01/2005 to 06/30/2010
 Display Results By: Fiscal Year Ending 06/30/2010



Year	Total Claims	Total Incurred Amount	Paid Amount	Outstanding Reserve Amount
2006	22	\$1,643,038.14	\$1,055,453.26	\$587,584.88
2007	16	\$847,715.30	\$628,412.27	\$219,303.03
2008	16	\$1,088,190.01	\$643,652.00	\$444,538.01
2009	17	\$1,201,334.99	\$582,652.81	\$618,682.18
2010	10	\$422,363.00	\$35,481.05	\$386,881.95
	81	\$5,202,641.44	\$2,945,651.39	\$2,256,990.05