



REQUEST FOR PROPOSALS
THIRD-PARTY CLAIMS ADMINISTRATION SERVICES
November 14, 2022

I. INTRODUCTION

The Board of Trustees of State Institutions of Higher Learning (IHL), through its Office of Risk Management (RM), is seeking a third-party claims administrator (TPA) specializing in workers' compensation and third-party liability claims investigation and administration to provide services to the IHL Self-Insured Workers' Compensation Plan (WC Plan) and the IHL Self-Insured Tort Plan (Tort Plan). Together, both plans may be referred to as the "Plans". RM has determined that the most beneficial procurement method for these services is a competitive Request for Proposal (RFP) process.

The WC Plan currently consists of the following participants: 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, IHL, IHL Board Office, and other entities under the authorities of IHL (hereafter referred to as WC Participants).

The Tort Plan consists of the same entities which are under the authority of IHL except that The University of Mississippi Medical Center (UMMC) is excluded as it insures its general and professional liability through a separate plan. Therefore, the Mississippi public universities, except for UMMC, and the IHL Board Office make up the Tort Participants.

The current third-party claims administrator is Amfed Companies, LLC in Ridgeland, Mississippi.

The Tort Plan currently purchases auto liability coverage for Tort Participants and UMMC through the commercial insurance market; however, pricing for automobile claims services is required as part of the TPA response in the event IHL elects to cease purchasing coverage through the commercial insurance market at a future date.

II. PURPOSE

The TPA shall provide third-party claims management services for both the WC Plan and the Tort Plan through a claims unit. These services include, but are not limited to, management of claim files and its associated cost, investigation and payment of claims, and management of litigation. To perform these services, the TPA must possess the expertise and commitment to service that provides value beyond simple "claims payment". To this end, IHL requires that the TPA excel in all areas of services requested in this RFP.

III. CONTRACT PERIOD

The term of the Agreement will be July 1, 2023, through June 30, 2027 (four years).

Thereafter, the Agreement may be extended by mutual agreement of both parties if evidenced in writing. The Agreement may be terminated by either party in accordance with this Agreement.

IV. SCOPE OF SERVICES

The TPA's responsibilities to the Plans shall include, but are not limited to, the following:

A. *Staffing*

Providing an adequate number of qualified staff, who meet the experience requirements listed herein, to assure excellence in all areas of services requested in this RFP and Agreement. Staff must minimally include a claims manager, a workers' compensation claims supervisor, two workers' compensation adjusters, and a tort claims adjuster, all who meet the minimum requirements stated in Section VI.

B. *Claims Handling*

1. General. Reviewing all incident, claim, and loss reports received from Tort Participants and Workers' Compensation Participants, and processing each such claim from intake to conclusion in accordance with applicable statutory, administrative regulations, and best practices.
2. Claim forms. Provide claim reporting forms and other forms appropriate for the efficient operation of the Plans. There shall be online reporting capability.
3. Paying losses and expenses. The TPA shall pay timely. IHL intends that the TPA will have the delegated authority to settle any claim or loss up to fifteen thousand dollars (\$15,000). The TPA shall notify RM within five (5) days of settlement of any claim by the TPA. The TPA will perform all necessary work in connection with paying claims, including the preparation of checks bearing the name of the Plans and drawn on the accounts established and maintained by IHL, monthly reconciliation of bank statements, cooperating with IHL's actuary, auditors, investment managers, and compliance with administrative procedures of IHL.

C. *Investigations*

Conducting a thorough investigation of each reported incident, claim, or loss, including obtaining recorded statements of parties or witnesses when appropriate. Routine investigation is part of the services the TPA will provide without additional charges to IHL. The TPA is also responsible for arranging for independent investigators or specialized experts when doing so is customary or a best practice. Outside investigations and experts will be paid from the claim files.

D. *Reports*

1. Claim Reports. Provide, through electronic mail, a report of new claims at least monthly. Status reports for Tort claims will be provided by electronic mail every thirty (30) days in a format approved by RM.

2. Reporting Death or Catastrophic Claims. Establish on-site contact and investigation within 24 hours of notice to the TPA of the occurrence of a death or catastrophic injury claim. By email, notify IHL and provide a summary report within 48 hours of the on-site contact.
3. Communication with Investment Manager. Provide reports and communicate with the investment manager as needed. The TPA will notify the investment manager three times each month of the aggregate dollar amount of checks written since the previous notification.
4. Loss Information. As requested by IHL, provide reports containing selected loss information and/or data in an electronic format and within a reasonable time.
5. Regulatory or Required Reports. Filing all periodic reports and renewal applications required by regulatory agencies to maintain the Plans; reporting all bodily injury claims to the Index Bureau; timely reporting all lost time claims to the Mississippi Workers' Compensation Commission; and reporting IHL's claims data to CMS (Centers for Medicare and Medicaid Services) according to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), when and if required.
6. Medical Savings. For workers' compensation only, provide a quarterly report of savings based upon bill review, fee schedule adjustments, and network savings.
7. Miscellaneous Reports. See Exhibit 2 for required reports.

E. *Litigation Management*

1. General. The TPA will manage the litigation process and communicate with outside counsel and RM.
2. Bill Review. The TPA will review legal bills to ensure bills are correct based upon IHL's legal services contracts.
3. Assist Outside Counsel. Provide assistance to outside counsel and monitor case developments.
4. Maintain files. The TPA will maintain pleadings and communications related to cases in its files.
5. Settlement Recommendations and Approvals. Provide narrative reports of claims and settlement requests as requested by RM or when settlement authority is needed.
6. Investigating and pursuing subrogation possibilities on behalf of IHL. All funds received from subrogation collections shall belong to IHL.

F. *Maintaining Accurate Reserves*

The TPA will establish and maintain a current estimate of expected total cost for each claim and provide for reserve calculation tracking (including initial reserve establishment and all subsequent changes) within the claim files.

G. *Data Management*

Preparing thorough notes for all files with respect to an initial summary description of a claim, liability, reserve history, and expected closure date. Providing electronic access to IHL, through RM, that includes necessary software. It shall include, but is not limited to, access by claim to the claim historical data, supervisory and adjuster notes screen, payment detail, defense and plaintiff attorney identification, and notes confirming file review frequency. Preferably the access shall provide all documentation of a claim file in a paperless environment and allow RM the ability to run management reports for the Plans as needed. With your proposal, provide examples and enough information for IHL to determine the capability and accessibility of your claims system. The TPA will also provide at least ten claim system accesses (one for each University), which should allow for some information to be restricted (reserves).

H. *Communication with Plan Participants*

The TPA will, if requested, meet with RM to review claims, settlements, or other matters. Meetings will occur as often as needed. The TPA will also communicate with Plan Participants to improve outcomes, such as recommending best practices, offering occasional training/education, or improving loss control.

I. *For Workers' Compensation Only*

1. Notifying Excess Insurer. The TPA will notify IHL's excess insurer of large claims as may be required by such insurer.
2. Monitoring Treatment. Monitoring the treatment programs recommended for employees by health care providers by reviewing and retaining all medical reports and maintaining such contact with these providers as may be appropriate.
3. Assisting with rehabilitation or retraining of employees in appropriate cases. Working with the employee and the WC Participant in circumstances under which an ill or injured employee desires to return to work in the shortest period of time. Assist WC Participants in maintaining an effective return-to-work program or initiative.
4. Medical cost containment services. Provide best practices for medical cost containment. This may include providing a network of medical providers for the employees. This may also include providing in-house medical review by experienced physicians and nurses.
5. Producing a "Claimant Indemnity Payments Report". Section 25-3-95 (b), Mississippi Code of 1972, prohibits the total amount of pay received through accrued leave and workers' compensation from exceeding the employee's wages

earned for the employer at the time of injury. In order to assist WC Participants in meeting this requirement, the TPA shall generate a “Claimant Indemnity Payments Report” and communicate it periodically to WC Participants, which list will likely include each university’s Director of Human Resources or designee. The report will list all Temporary Disability payments issued since the prior report for the member. These have been weekly reports in the past.

J. *Performance Criteria*

The TPA will meet the specified performance criteria listed in Exhibit 3.

K. *Key Staff Training*

The TPA shall participate in the training of IHL and the Tort and WC Participants’ personnel who are directly involved in the processing of liability claims or losses and workers’ compensation claims or losses throughout the term of the Agreement. This is expected to occur on an as-needed basis to ensure staff work effectively with the TPA and the TPA’s systems.

L. *Record Transfer at Termination*

Upon termination of the Agreement, the TPA shall use its best efforts to cooperate with IHL to transfer records. If a different contractor is used by IHL, the TPA will cooperate in transferring records to the new contractor. Upon request from IHL, the TPA shall provide all Plans’ information maintained by the TPA within a reasonable time with no additional fees.

M. *Processing Open Claims*

The TPA shall process all claims or losses transferred from the previous third-party claims administrator remaining open as of June 30, 2023, or any claims reopened thereafter.

N. *Claim Information Repository*

The TPA shall load and maintain all Tort and WC Plan claims historical and ongoing data for all claims, whether open or closed. The current TPA has all historical data in its system and it will cooperate in data transfer if necessary.

O. *Optional Runout Claims*

The TPA shall process all run-out claims or losses for 180 days following termination of the Agreement if requested in writing by IHL at the same pro-rated fee as the last year of the Agreement.

V. GENERAL INSTRUCTIONS

- A. When responding to this RFP, please restate each question or requirement of Section VII “Contents of the Proposal” followed by your response. If you have additional information you would like to provide, include it in the back of your response as an appendix. Documentation submitted in response to this RFP will not be returned to the proposer.

The selected proposal will be part of the contract and all representations made in the proposal will be binding upon the selected TPA. If you cannot provide a direct response to a question (e.g. your company does not collect or furnish certain information), please indicate the reason you are unable to provide a complete response rather than providing general information that fails to answer the question.

B. Timeline

The following is an outline of important dates in the TPA selection process. RM may alter this timeline, and any changes will be provided in writing to all TPAs that have notified IHL of its intent to participate.

October 31 and November 7, 2022	RFP advertised
November 14, 2022	RFP released
November 28, 2022	Intent to Propose and all questions regarding the RFP due in RM office by 4:00 p.m. CST
Week of December 5, 2022	Response to questions sent
January 23, 2023	Proposals due in RM office by 4:00 p.m. CST
February 13 through March 1, 2023	Presentations by or meetings with finalists (optional at RM's discretion)
April 21, 2023	Award Notification
July 1, 2023	Contract Effective Date

All organizations participating in this RFP process will be notified in writing of the outcome. IHL may contact the top proposers to negotiate the best and final offer as well as final agreement terms.

C. Intent to Propose and Submission of Proposal

1. All TPA participants are required to indicate in writing their intention to propose no later than November 28, 2022, to pcumberland@mississippi.edu. Your notification of intent to propose shall contain: confirmation that your organization meets or exceeds the Minimum Required Qualifications outlined in Section VI. and provide your organization's primary contact's name, title, address, telephone number, and e-mail address. You do not need to provide details regarding staffing, experience, or other information in your intent to propose because you will later provide this information in your proposal.

Questions regarding the RFP are also due no later than November 28, 2022. IHL will not answer substantive questions regarding this RFP by phone. Responses to questions will be emailed to competing TPAs at the same time.

2. The proposal may be submitted via e-mail, in CD format, or hard copy and received at the following address no later than 4:00 p.m. (Central Standard Time) on January 23, 2023. Electronic responses are the preferred method, must be in Word or PDF format, and must be split into multiple emails if over 25 megabytes. Please enclose 3 copies of your proposal if sending a hard copy.

Phil Cumberland, Procurement and Property Officer
Mississippi Institutions of Higher Learning
3825 Ridgewood Road
Jackson, MS 39211
pcumberland@mississippi.edu

IHL may request clarifications in regard to your proposal and IHL reserves the right to reject any or all proposals.

3. The successful proposal will be incorporated into the resulting Agreement. All proposals are subject to the "Mississippi Public Records Act of 1983," Miss. Code Ann. §§ 25-61-1 et seq.

VI. MINIMUM REQUIRED QUALIFICATIONS

A. Tort Plan Personnel

1. Entity Tort Experience. The TPA shall have a minimum of ten (10) years of experience providing third-party liability claim services to parties other than itself. The TPA must demonstrate experience servicing clients of similar size and complexity to IHL.
2. Tort Claims Manager. The TPA shall provide a claims manager who has a minimum of ten (10) years of claims experience, to include investigation, evaluation, and settlement negotiation of third-party liability claims, and a minimum of eight (8) years of experience in claims supervision of third-party liability claims. The claims manager will supervise all aspects of the services required by IHL and be responsible for the quality of work product of personnel performing all required services outlined in the Agreement.
3. Tort Claims Adjuster(s). The claims adjuster handling claims for IHL must have a minimum of five (5) years of experience in third-party liability claims investigation and evaluation as of July 1, 2023.
4. Non-dedicated. The tort claims manager and the tort claims adjuster need not be dedicated exclusively to IHL's account, provided that they can perform all the services required with a high level of quality. IHL expects the workload will require multiple adjusters if one is not dedicated exclusively to IHL.

B. *Workers' Compensation Plan Personnel*

1. Entity WC Experience. The TPA shall have a minimum of ten (10) years of experience providing workers' compensation claim services to parties other than itself. The TPA must demonstrate experience servicing clients of similar size and complexity to IHL.
 2. WC Claims Manager. The TPA shall provide a claims manager who has a minimum of ten (10) years of claims experience, to include investigation, evaluation and settlement negotiation of workers' compensation claims, and a minimum of eight (8) years of experience in claims supervision of workers' compensation claims. The claims manager will supervise all aspects of the services required by IHL and be responsible for the quality of work product of personnel performing all required services outlined in the Agreement. The claims manager for workers' compensation may be the same individual as the claims manager for the tort plan, provided he or she has the experience and ability.
 3. WC Claims Supervisor. The TPA shall provide a dedicated claims supervisor who has a minimum of ten (10) years combined experience in investigation, evaluation and settlement negotiation of workers' compensation claims, and is currently a claims supervisor of workers' compensation claims. This individual will be dedicated exclusively to IHL's claims.
 4. WC Claims Adjusters. The TPA shall provide at least two dedicated claims adjusters to handle claims for IHL. Each must have a minimum of five (5) years of experience in workers' compensation claims investigation, evaluation, and settlement negotiation.
- C. TPA must be legally qualified to perform the services in the State of Mississippi and for an agency of the State of Mississippi.

VII. CONTENTS OF THE PROPOSAL

In preparing your response to the questionnaire, restate each question in the order presented in this RFP followed by your response.

- A. *Servicing Office*. 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 and phone number for this office as well.
- B. *Primary Contact*. Provide the name, title, address, telephone number, and e-mail address for the primary contact person for your proposal. This person must have authority to bind your company to the representations in your proposal. All communication from RM during this process will be directed solely to this individual.
- C. *Qualifications*. Restate each item listed in Section VI, "Minimum Required Qualifications", of the RFP and describe in detail how your organization and personnel meet or exceed the required minimum qualifications. Provide resumes of each claims manager(s), claims supervisor(s) and claims personnel who you intend will service IHL's account if your proposal is accepted. Identify whether such personnel would be

dedicated (exclusive to IHL's account) or designated (shared with other accounts). For Responses to VI. A. 1. and VI. B. 1., include evidence that your entity has in the past performed the services sought for a client of similar size and complexity to IHL.

- D. *Scope of Services*. State affirmatively that if awarded the contract, you will perform all the services as described in Section IV, "Scope of Services". You are not required to respond to the list of services and responsibilities individually.
- E. *Efficiency*. For claim services provided by the administrative office that will service IHL, provide the following claim-related data for the 2022 calendar year. If you do not have 2022 calendar year data available at the time of your proposal, you may use your most recent one-year period for which you do have data (and indicate the time period you are using):
1. For Tort, what is the average time period from when you are notified of a claim and it is assigned to the claims handler?
 2. For Tort, what is the average time period from when the claim is assigned to the claims handler and that person makes contact two-point contact with both the claimant and the client's representative?
 3. For Tort, how many subrogation claims were pursued and what aggregate dollar amount was collected on those claims?
 4. For Tort, what is the maximum number of open claim files handled by any adjuster?
 5. For Workers' Compensation, what was the average number of days from the date the lost time claim was reported to you and the date the claimant was contacted?
 6. For Workers' Compensation, how many subrogation claims were pursued and what aggregate dollar amount was collected on those claims?
 7. For Workers' Compensation, what was the average number of days to pay medical bills on non-controverted claims?
 8. For Workers' Compensation, what was the average number of days that files were closed after the last activity?
 9. For Worker's Compensation, what was the average response time to client inquiries from time of receipt?
 10. For Workers' Compensation, what is the maximum number of open lost time files handled by any adjuster?
 11. How many times in the last year period did the Workers' Compensation Commission (WCC) notify you of untimely filing of WCC forms? Please indicate whether, and how many of, the late filings were your fault.

- F. *Medical Cost Containment*. For workers' compensation services, explain your firm's medical cost containment program, describing each service in detail. Identify whether you currently perform the service in-house or contract with an outside firm. If a contractual agreement exists, provide the name of the firm or entity. State whether the related costs will be paid by you or billed to IHL or the Plans. If billed to IHL or the Plans, identify the associated costs. Exhibit 4, Medical Cost Containment; Related Fees and Estimated Savings, provides information regarding particular services that you should address. If your organization does not provide a service in-house or via a third-party contract for a particular service, respond as "not applicable". IHL prefers that responses to this request be provided in a table or chart, similar to the sample found in Exhibit 4. You may also provide as much narrative response as you wish, and, whether by a chart, narrative, or combination of both, you must provide enough information for IHL to understand your medical cost containment structure so as to be able to compare it to other proposals.
- G. *Data Management Plan*. Describe in detail how your organization proposes to load and maintain all Tort and WC Plan claims data for all claims, open and closed, in a manner to assure consistency in claims data reporting. This shall include your plan to renumber all claim files or maintain the current claim file numbers on transferred open and closed claims. Provide a *Conversion Timetable* identifying the task, the estimated duration of the task starting with the date of award through the contract effective date.
- H. *Tort References*. List at least three (3) clients for which you currently provide tort-related TPA services. Your references should be of similar size and complexity to IHL, if possible. For each reference, include the following:
1. The name and contact information for the reference; and
 2. An explanation regarding how the reference is similar in size and complexity to IHL, or otherwise is a comparative reference that demonstrates you can effectively handle IHL's work. For example, you may reference work for other self-insured plans, government clients, or companies with similar approximate payroll (\$1,642,855,490) or number of employees (27,343) as IHL. Include information about the referenced client that demonstrates the quality of the reference.
- I. *WC References*. List at least three (3) current workers' compensation clients. Your references should include the following:
1. The name and contact information for the reference; and
 2. An explanation regarding how the reference is similar in size and complexity to IHL, or otherwise is a comparative reference that demonstrates you can effectively handle IHL's work. For example, you may reference work for other self-insured plans, government clients, or companies with similar approximate payroll (\$1,642,855,490) or number of employees (27,343) as IHL. Include information about the referenced client that demonstrates the quality of the reference.

- J. *Negative References.* List all clients who have discontinued use of your services since January 1, 2022. For each of these clients, provide the company or agency's name, the contact person, phone number, and e-mail address, if available. Please state your understanding as to the reason the account was terminated.
- K. *Non-Affiliation.* State whether any officers or principals of your company and/or their immediate families are, or have been within the preceding 12 months, employees or Board members of IHL or the State of Mississippi or elected officials of the State of Mississippi. Identify any such person by name.
- L. *Related Litigation.* Has your organization been involved in a lawsuit involving any area covered by this RFP with an alleged date of occurrence in the past five years? If yes, provide details including dates, jurisdiction (the court), the style/name, and the outcome.
- M. *Internal Criteria.* Provide the criteria that you use to determine the effectiveness of claims handling and claims supervision by your firm. Please provide five results of how you have met your standards.
- N. *Jurisdictional Knowledge.* Provide a written statement detailing your company's understanding of or familiarity with the Mississippi Tort Claims Act and the Mississippi Workers' Compensation laws, rules, and regulations as they pertain to administering third-party claims services under this RFP.
- O. *Value-Added Services.* Include a discussion of value-added services which have not been discussed elsewhere in your proposal.
- P. *Technology.* Provide information illustrating how online services or technology utilized by your company creates benefits for your clients. Please provide a narrative and/or examples that demonstrate your claim data system's capabilities.
- Q. *Proposal Cost.* Clearly and separately provide a tort administration fee and a workers' compensation administration fee, which are the guaranteed fixed costs for providing the scope of services for each of the four contract years (2023-2024, 2024-2025, 2025-2026, and 2026-2027). Also, provide a guaranteed cost for administering the system's automobile claims for each contract year. The fee for auto claims will not apply unless IHL elects to administer its auto claims through the TPA, which is unlikely. However, if IHL elects to do so, you will provide the services for the price you propose. See Exhibit 5 for IHL's intended proposal scoring criteria.
- R. *Third-party Claim Administration Services Agreement.* Confirm that you accept the terms in the "Third-party Claim Administration Services Agreement" if your proposal is selected and approved by the IHL Board.

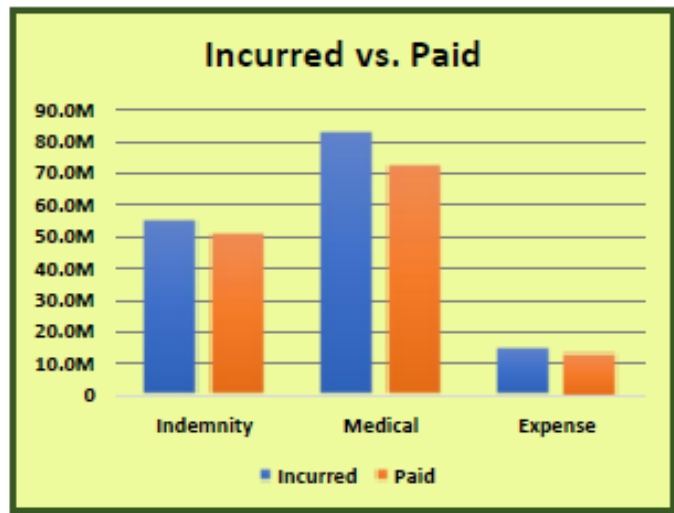
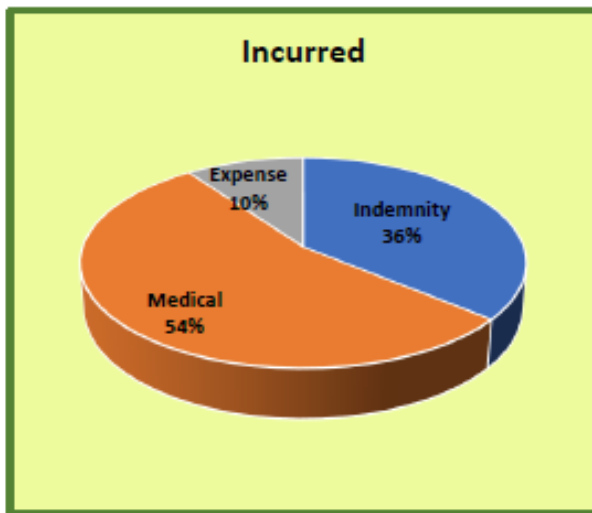
Exhibit 1

CLAIMS INFORMATION

Tort, Workers' Compensation, and Auto loss runs will be provided to all who submit their intention to bid. If you would like to request a specific data set in a particular format, you may make such request in your intention to bid submission.

Workers' Compensation Claims – Incurred and Paid Losses
07/01/1989 – 09/30/2022

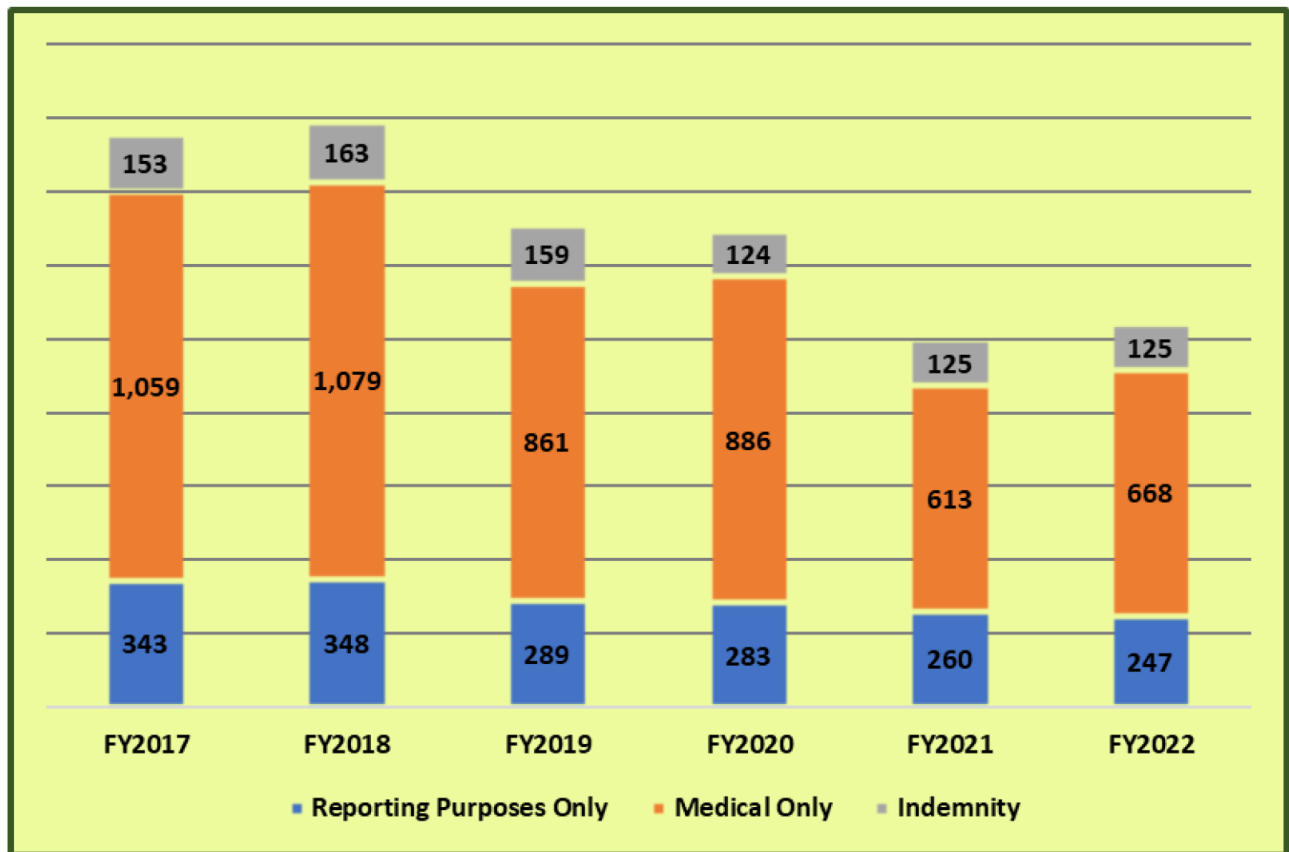
	Incurred	Paid	Outstanding
Indemnity	\$55,247,586.19	\$51,211,879.59	\$4,035,706.60
Medical	\$82,908,825.28	\$72,819,033.22	\$10,089,792.06
Legal	\$7,132,996.50	\$6,494,623.72	\$638,372.78
Expense	\$8,040,190.34	\$6,894,008.09	\$1,146,182.25
Totals	\$153,329,598.31	\$137,419,544.62	\$15,910,053.69



Insured	Number of Claims					Total	Incurred	Paid
	Closed	Opened	Reopened	Reclosed				
ASU	950	14	1	16	981	6,991,134	6,033,666	
DSU	1,113	3	0	12	1,128	3,683,576	3,645,389	
IHL	103	0	1	1	105	809,290	792,246	
JSU	1,410	19	5	31	1,465	11,093,467	10,104,980	
MSU	9,181	76	15	101	9,373	32,316,895	29,204,867	
MUW	480	4	1	9	494	2,570,031	1,918,746	
MVSU	717	7	0	13	737	5,785,333	5,014,710	
UM	4,084	48	7	52	4,191	17,739,143	16,209,659	
UMMC	22,301	220	14	221	22,756	55,663,113	48,323,975	
USM	4,287	21	2	31	4,341	16,677,615	16,171,308	
TOTAL	44,626	412	46	487	45,571	153,329,598	137,419,545	

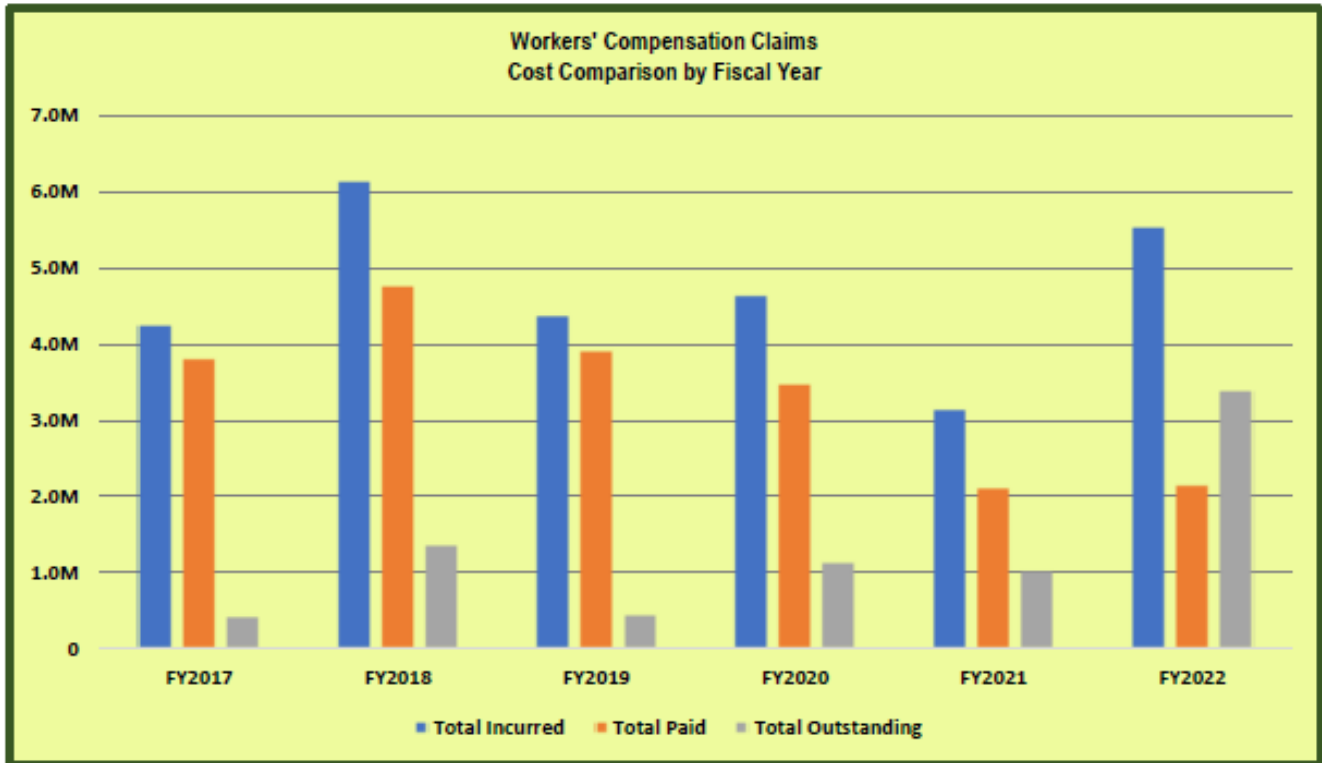
Note: The above figures do not reflect excess coverage reimbursement.

**Workers' Compensation Claims
Loss Dates by Fiscal Year**



	Number of Claims Reporting Purposes Only	Number of Claims Medical Only	Number of Claims Indemnity
FY2017	343	1,059	153
FY2018	348	1,079	163
FY2019	289	861	159
FY2020	283	886	124
FY2021	260	613	125
FY2022	247	668	125

Workers' Compensation Claims – Cost Comparison by Fiscal Year

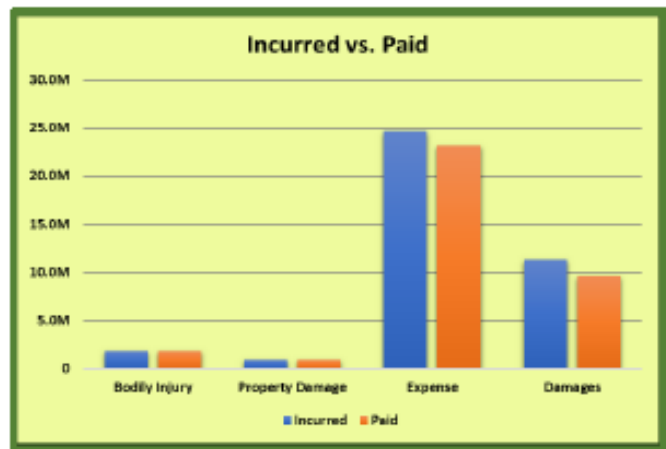
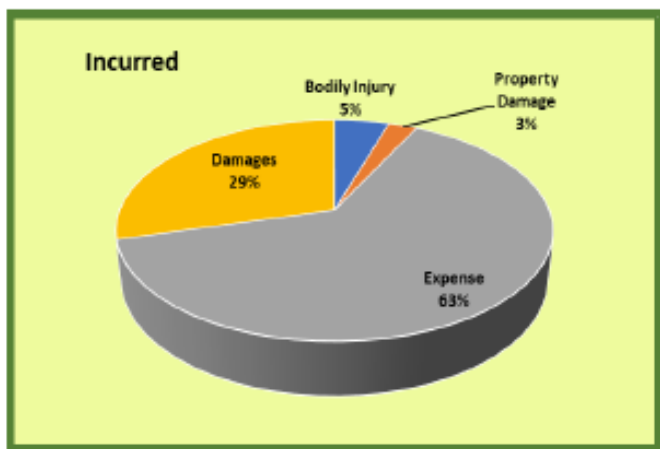


	Total Incurred	Total Paid	Total Outstanding
FY2017	\$ 4,244,412.50	\$ 3,809,852.12	\$ 434,560.38
FY2018	\$ 6,123,418.57	\$ 4,763,932.75	\$ 1,359,485.82
FY2019	\$ 4,364,073.09	\$ 3,911,572.90	\$ 452,500.19
FY2020	\$ 4,627,517.14	\$ 3,483,818.69	\$ 1,143,698.45
FY2021	\$ 3,140,987.42	\$ 2,122,206.04	\$ 1,018,781.38
FY2022	\$ 5,526,367.11	\$ 2,151,338.42	\$ 3,375,028.69

Note: The above figures do not reflect excess coverage reimbursement.

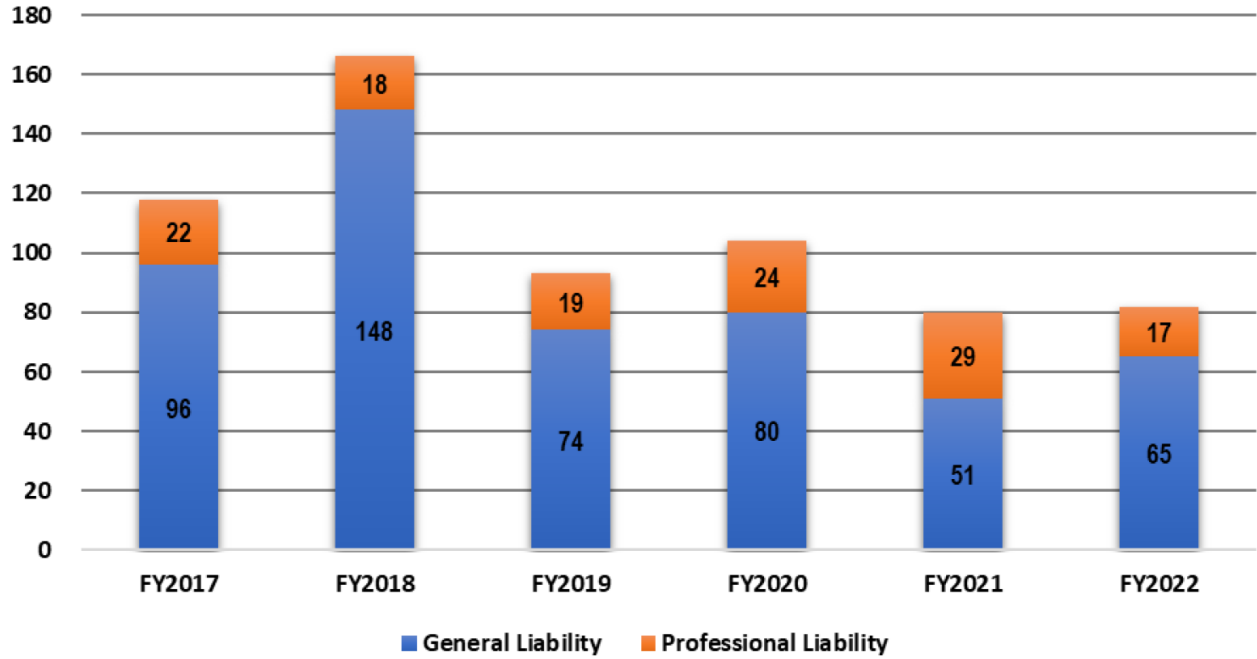
Tort Claims – Incurred and Paid Losses
07/01/1993 – 09/30/2022

	Incurred	Paid	Outstanding
Bodily Injury	\$1,875,155.24	\$1,855,098.24	\$20,057.00
Property Damage	\$980,550.61	\$956,794.67	\$23,755.94
Expense	\$24,665,044.22	\$23,142,283.04	\$1,522,761.18
Damages	\$11,363,169.27	\$9,625,669.27	\$1,737,500.00
Totals	\$38,883,919.34	\$35,579,845.22	\$3,304,074.12



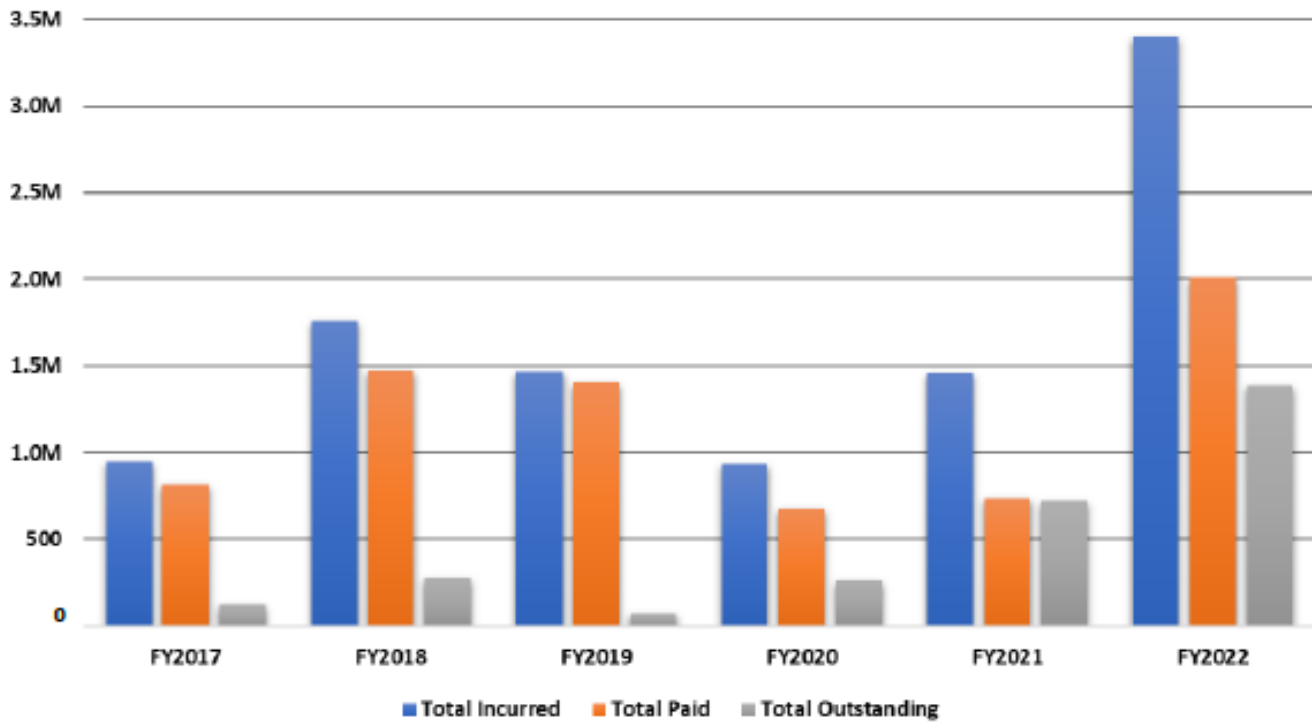
Insured	Number of Claims				Total	Incurred	Paid
	Closed	Opened	Reopened	Reclosed			
ASU	694	8	1	6	709	3,373,898	3,245,081
DSU	95	2	1	1	99	1,784,970	1,471,698
IHL	45	0	0	0	45	394,568	394,568
JSU	821	9	1	10	841	10,762,604	9,570,775
MSU	841	12	0	2	855	6,347,537	5,888,682
MUW	213	0	0	1	214	508,273	508,273
MYSU	152	3	0	1	156	2,516,654	2,490,077
UM	327	19	0	2	348	3,796,469	3,043,994
USM	550	10	0	3	563	9,391,846	8,959,597
TOTAL	3,738	63	3	26	3,830	38,876,820	35,572,746

**Tort Claims
Loss Dates by Fiscal Year**



	Number of Claims General Liability	Number of Claims Professional Liability	Total
FY2017	96	22	118
FY2018	148	18	166
FY2019	74	19	93
FY2020	80	24	104
FY2021	51	29	80
FY2022	65	17	82

Tort Claims – Cost Comparison by Fiscal Year



	Total Incurred	Total Paid	Total Outstanding
FY2017	\$ 946,469.04	\$ 820,602.39	\$ 125,866.65
FY2018	\$ 1,759,203.45	\$ 1,479,089.23	\$ 280,114.22
FY2019	\$ 1,471,610.83	\$ 1,401,393.72	\$ 70,217.11
FY2020	\$ 937,642.90	\$ 675,907.20	\$ 261,735.70
FY2021	\$ 1,462,812.23	\$ 736,768.99	\$ 726,043.24
FY2022	\$ 3,401,106.51	\$ 2,012,752.93	\$ 1,388,353.58

Exhibit 2

REQUIRED REPORTS

A. Workers' Compensation

1. Claim and Expense Reports as requested.
2. Claim and Expense Reports by WC Participant with outstanding and/or incurred amounts omitted in an electronic format, provided to each WC Participant monthly.
3. Litigation Expense Report as requested.
4. Federal 1099 Information (annually).
5. Subrogation Report as requested.
6. Various reports as may be requested by State or Federal regulatory bodies.
7. Transaction Register in an electronic or other format as designated by RM (monthly).
8. Bank Statement Reconciliation in an electronic or other format as designated by RM (monthly).
9. Void check register in an electronic or other format as designated by RM (monthly).
10. Report of savings based upon bill review, fee schedule adjustments, and network savings (quarterly).

B. Tort

1. Claim and Expense Reports as requested.
2. Claim and Expense Reports by Tort Participant with outstanding and/or incurred amounts omitted in an electronic format, provided to each Tort Participant monthly.
3. Litigation Expense Report as requested.
4. Federal 1099 Information (annually).
5. Subrogation Report as requested.
6. Various reports as may be requested by State or Federal regulatory bodies.
7. Transaction Register in an electronic or other format as designated by RM (monthly).
8. Bank Statement Reconciliation in an electronic or other format as designated by RM (monthly).
9. Void check register in electronic or other format as designated by RM (monthly).

Exhibit 3

PERFORMANCE CRITERIA

At IHL's discretion, an audit of the TPA's performance will be performed via a randomly selected statistically valid sample of claim and loss control files by a qualified independent third-party. Compliance with the areas below will be measured on the files selected. The performance criteria below are material obligations of TPA under the Agreement, and TPA accepts sole responsibility for the performance of such obligations.

PERFORMANCE CRITERIA TORT CLAIMS MANAGEMENT	
1.	Mail or phone contact with all lost time injured workers, medical providers, and Tort Participants within three business days of claim knowledge.
2.	Documentation of reserves and reserve changes on all bodily injury files over \$5,000 in incurred value.
3.	All non-bodily injury claims closed and, if payment is applicable, paid within 60 days of receipt.
4.	Every three months (or more frequent) documented file reviews of all bodily injury claim files over \$15,000 by claim supervisor.
5.	Every three months (or more frequent) documented file reviews of all bodily injury claim files over \$25,000 by claim manager.
6.	Telephone or written response to Tort Participant inquiries within two business days of receipt.
7.	Limit the number of open claim files to a monthly average of 125 per adjuster.
8.	Timely respond to data requests from IHL.
9.	Manage litigation to include communication and coordination with IHL and outside legal counsel when applicable, to include review and internal filing of substantive documents, including deposition transcripts and pleadings, so that reserves and litigation decisions may accurately be determined based upon the best available information.

<p style="text-align: center;">PERFORMANCE CRITERIA WORKERS' COMPENSATION CLAIMS MANAGEMENT</p>	
1.	Mail or phone contact with all lost time injured workers, medical providers, and WC Participants within three business days of claim knowledge.
2.	Detailed and completed reserve calculation work sheets on all lost time files over \$5,000 in incurred value. The work sheets are required for initial and subsequent reserve changes when the total incurred value is \$5,000 or more.
3.	All (non-controverted) medical bills paid within 45 days of receipt.
4.	All indemnity payments made in accordance with Mississippi Workers' Compensation Commission rules.
5.	Every three months (or more frequent) documented file reviews of all lost time files over \$15,000 by claim supervisor.
6.	Every three months (or more frequent) documented file reviews of all lost time files over \$25,000 by claim manager.
7.	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.
8.	Files closed within 60 days of last activity.
9.	Telephone or written response to WC Participant inquiries within two business days of receipt.
10.	Limit the number of open lost time files to a monthly average of 150 per adjuster.
11.	Timely respond to data requests from IHL.
12.	Manage controverted cases to include communication and coordination with IHL and outside legal counsel, to include review and internal filing of substantive documents, including deposition transcripts and pleadings, so that reserves and settlement decisions may accurately be determined based upon the best available information.

Exhibit 4

Medical Cost Containment; Related Fees and Estimated Savings

Medical Cost Containment Fees

Indicate by a similar table or chart whether the following medical cost containment services are (1) provided without additional charge over the Administration Fee, (2) not provided, or (3) state the cost for such services if they are available but IHL or the WC Plan will be charged for them in addition to the Administration Fee. Provide fixed rates or charges for each year, although rates and charges need not be the same for all contract years.

In responding to the categories below, assume a similar annual volume to the following:

Bill Review (Fee Schedule and Hospital Bill): 7380 gross bills/headers; 17,514 lines.

Pre-Certification Reviews: Total approximately 370.

- Inpatient 40
- Outpatient 130
- Physical or Occupational Therapy 140
- Peer Review 15
- Other Pre-Cert Reviews 45

RN Telephonic Case Management: 50 totaling approximately 145 hours.

RN On-Site Case Management: 35 totaling approximately 150 hours.

Fee Schedule Charges: Assume \$3,000,000

Total Gross Annual Billed Charges: Assume \$6,000,000

The intent of delineating Medical Cost Containment Fees is for the TPA to disclose a fixed cost (whether based upon hourly rates, item charges, or percentage savings) so that the TPA will be contractually bound not to charge a higher amount to IHL for these services. Additionally, the TPA's Administrative Fee for providing the scope of services in this RFP includes full payment for all services not specifically delineated as requiring additional fees. The purpose of this section is to set forth the fees which may be charged to IHL and the Plans in addition to the flat Administration Fee. Because these fees depend upon quantity or quality of savings realized, the dollar amount calculations are estimates only. However, you do not need to identify types of payments that are statutorily mandated and customarily paid for by the Plans, such as medical payments, indemnity payments, claimant's mileage, or legal defense costs. For example, if there is a fee associated with lien negotiations, and it is not specifically stated in this section, the TPA will pay any such fee and not bill for it against the Plans. Because IHL may not be able to pay a fee based upon subrogation recoveries, the TPA's work to recover in subrogation for the Plans should be included in the overall Administrative Fee (if any additional cost is even applicable). The Plans can be billed for outside counsel fees associated with subrogation, after proper assignment that has been approved by the Attorney General and in accordance with Mississippi law.

	YEAR 2023	YEAR 2024	YEAR 2025	YEAR 2026	TOTALS FOR 4-YEAR TERM 1
MISSISSIPPI WORKERS' COMPENSATION COMMISSION FEE SCHEDULE REVIEW	\$___ X 17,514 LINES; OR ___% OF REDUCTIONS; SUBJECT TO MAX CAP \$__2	\$___ X 17,514 LINES; OR ___% OF REDUCTIONS; SUBJECT TO MAX CAP \$__	\$___ X 17,514 LINES; OR ___% OF REDUCTIONS; SUBJECT TO MAX CAP \$__	\$___ X 17,514 LINES; OR ___% OF REDUCTIONS; SUBJECT TO MAX CAP \$__	\$_____
HOSPITAL BILL REVIEW	\$___ X 17,514 LINES; OR ___% OF REDUCTIONS; SUBJECT TO MAX CAP OF \$_____	\$___ X 17,514 LINES; OR ___% OF REDUCTIONS; SUBJECT TO MAX CAP OF \$_____	\$___ X 17,514 LINES; OR ___% OF REDUCTIONS; SUBJECT TO MAX CAP OF \$_____	\$___ X 17,514 LINES; OR ___% OF REDUCTIONS; SUBJECT TO MAX CAP OF \$_____	\$_____
INPATIENT PRE-CERTIFICATION (1) INITIAL REVIEW (2) CONCURRENT REVIEWS	\$___ x 40= \$_____	\$___ x 40= \$_____	\$___ x 40= \$_____	\$___ x 40= \$_____	\$_____
OUTPATIENT PRE-CERTIFICATION	\$___ x 130 = \$_____	\$___ x 130 = \$_____	\$___ x 130 = \$_____	\$___ x 130 = \$_____	\$_____
RN TELEPHONIC CASE MANAGEMENT	\$___/HOUR X 145 HOURS= \$_____	\$___/HOUR X 145 HOURS= \$_____	\$___/HOUR X 145 HOURS= \$_____	\$___/HOUR X 145 HOURS= \$_____	\$_____
RN ON-SITE CASE MANAGEMENT	\$___/HOUR X 150 HOURS= \$_____	\$___/HOUR X 150 HOURS= \$_____	\$___/HOUR X 150 HOURS= \$_____	\$___/HOUR X 150 HOURS= \$_____	\$_____
USUAL, CUSTOMARY, REASONABLE REVIEW (EXCLUDES FEE	___ % SAVINGS BELOW FEE	___ % SAVINGS BELOW FEE	___ % SAVINGS BELOW FEE	___ % SAVINGS BELOW FEE	\$_____

1 The dollar amount calculations are estimates only.

2 If a maximum annual fee is subject to a number of bills reviewed, provide the fee or charge associated with bills reviewed over the specified number.

SCHEDULE)	SCHEDULE; STATE IF SUBJECT TO MAX OF \$ _____	SCHEDULE; STATE IF SUBJECT TO MAX OF \$ _____	SCHEDULE; STATE IF SUBJECT TO MAX OF \$ _____	SCHEDULE; STATE IF SUBJECT TO MAX OF \$ _____	
PEER REVIEW	PHY FEE \$____ X 15 + ADMIN \$____ X 15 = \$_____ 3	PHY FEE \$____ X 15 + ADMIN \$____ X 15 = \$_____	PHY FEE \$____ X 15 + ADMIN \$____ X 15 = \$_____	PHY FEE \$____ X 15 + ADMIN \$____ X 15 = \$_____	\$_____
UTILIZATION REVIEW	\$____ X 20 = \$_____	\$____ X 20 = \$_____	\$____ X 20 = \$_____	\$____ X 20 = \$_____	\$_____
PHYSICAL THERAPY PRE-CERTIFICATION	\$____ X 100= \$_____	\$____ X 100= \$_____	\$____ X 100= \$_____	\$____ X 100= \$_____	\$_____
OCCUPATIONAL THERAPY PRE-CERTIFICATION	\$____ X 40 = \$_____	\$____ X 40 = \$_____	\$____ X 40 = \$_____	\$____ X 40 = \$_____	\$_____
OTHER PPO ARRANGEMENTS	____ % OF SAVINGS UNDER FEE SCHEDULE OR APPROX AMT \$_____ 4	____ % OF SAVINGS UNDER FEE SCHEDULE OR APPROX AMT \$_____ 5	____ % OF SAVINGS UNDER FEE SCHEDULE OR APPROX AMT \$_____ 6	____ % OF SAVINGS UNDER FEE SCHEDULE OR APPROX AMT \$_____ 7	\$_____
OTHER SERVICES YOU MAY OFFER WHICH ARE NOT LISTED ABOVE	____ % OF SAVINGS UNDER FEE SCH., OR APPROX. AMT. \$_____	SEE FOOTNOTE TWO BELOW \$_____	SEE FOOTNOTE TWO BELOW \$_____	SEE FOOTNOTE TWO BELOW \$_____	\$_____ OR ALREADY ACCOUNTED FOR IN OTHER CATEGORY

3 If there is a single fee associated with Peer Reviews which is inclusive of all the fees, including physician fees, you do not need to divide the fee into physician fee and administrative fee. You may explain the fee to ensure appropriate comparisons will be made to other proposals.

4 Explain in detail any charges to the Plans, including whether any categories are duplicated. For example, PPO charges, or other services provided, may be included in a charge based upon an overall percentage of savings achieved. A detailed description will help IHL evaluate proposals to ensure comparisons are looking at equivalent services and charges.

MEDICARE COMPLIANCE; MEDICARE SET ASIDE; LIEN NEGOTIATIONS	MSA \$ ___ X 10 + LIEN \$ ___ X 10= \$ _____	MSA \$ ___ X 10 + LIEN \$ ___ X 10= \$ _____	MSA \$ ___ X 10 + LIEN \$ ___ X 10= \$ _____	MSA \$ ___ X 10 + LIEN \$ ___ X 10= \$ _____	\$ _____
OTHER FEES	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

	EST. NET REDUCTION AND NET REDUCTION PERCENTAGE	EST. PERCENTAGE REDUCTION BELOW THE FEE SCHEDULE	EST. RETURN ON INVESTMENT (BR AND PPO FEES DIVIDED BY NET REDUCTIONS)
ESTIMATED SAVINGS (BASED UPON PRIOR RESULTS FOR CLIENTS) THROUGH BILL REVIEW AND PPO STRUCTURE BASED UPON ANNUAL MEDICAL BILL CHARGES OF \$6 MILLION (BEFORE REDUCTIONS)			

Exhibit 5

SCORING CRITERIA

Threshold Scoring

An affirmative response is required for each of the following four questions.

1. Did the TPA meet the minimum qualifications identified in Section VI “Minimum Qualifications” of the RFP?
 - Yes / No
2. Did the TPA respond appropriately to every question or subsection in Section VII “Contents of the Proposal” of the RFP, or adequately address why it is unable to substantively answer the question or request?
 - Yes / No
3. Did the TPA agree to the terms of the “Third-party Administration Services Agreement”?
 - Yes / No
4. The TPA is legally eligible to be awarded the contract based upon Mississippi law?
 - Yes / No

Weighted Scoring

The following demonstrates how points will be awarded. Scores will be assigned relative to the responses of the other proposals. IHL will recommend the “lowest and best” proposal for approval by its Board.

- Administration, Cost Containment, and Any Other Fees: 40 Points
- Staffing and Entity Experience for Workers’ Compensation: 22 Points
- Staffing and Entity Experience for Tort: 15 Points
- Medical Cost Containment/Technology/Value Added Services: 8 Points
- Proposal Quality/Understanding/Data Plan: 5 Points
- References/Past Litigation: 5 Points
- Internal Criteria and Efficiency Responses: 3 Points
- Auto Claims Administration Fee: 2 Points

Exhibit 6

THIRD-PARTY CLAIMS ADMINISTRATION SERVICES AGREEMENT

THIRD-PARTY CLAIMS ADMINISTRATION SERVICES AGREEMENT

This Agreement is made by and between the Board of Trustees of State Institutions of Higher Learning ("IHL"), and _____ ("TPA").

The parties to this Agreement, in consideration of the mutual covenants and conditions set out herein, agree as follows:

-1-PURPOSE

The TPA agrees to provide third-party claims management services for IHL on behalf of the IHL Self-Insured Workers' Compensation Plan (WC Plan) and the IHL Self-Insured Tort Claims Plan (Tort Plan). The required services and responsibilities of the TPA are set forth in the *Request for Proposals for Third-Party Claims Administration Services (RFP)*, dated November 12, 2018. The TPA warrants that it is able to perform these services and possesses the ability to excel in all areas of services requested in this Agreement.

-2-FIDUCIARY DUTY

The TPA acknowledges and agrees that it serves in a fiduciary capacity with respect to its responsibilities to IHL under this Agreement and shall exercise reasonable care and due diligence consistent with standards in the industry in the performance of its obligations under this Agreement.

-3-RECORDS

The TPA shall maintain full and accurate records with respect to all matters covered under the RFP and this Agreement. The TPA agrees that IHL shall have free access to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data and documents.

The TPA recognizes that it will compile information on Tort and WC Plan incidents claims and have access to confidential and proprietary information. The TPA shall ensure the security of records in its possession. The TPA agrees that it will not at any time directly or indirectly disclose such confidential or proprietary information to any other person or organization for any purpose except as may be authorized by IHL or as is required by law. Information may be disclosed without IHL prior approval when doing so is routinely a part of claims handling or litigation practices and does not implicate confidentiality concerns. If compelled to disclose information, TPA will provide IHL a minimum of 14 days' notice prior to making such disclosure.

Upon termination of this Agreement, the TPA shall deliver, at the TPA's sole cost, all tapes, disks, files, batch files, and other records pertinent to the TPA's services provided to and on behalf of IHL except those the TPA will continue to process.

All documents submitted to IHL shall become documents of IHL and shall become subject to the Mississippi Public Records Act.

-4-LICENSING

The TPA hereby represents and warrants that it is qualified to do business in the State of Mississippi and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified. The TPA hereby represents and warrants that it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

-5-INDEPENDENT CONTRACTOR

The TPA acknowledges and agrees it will act as an independent contractor under this Agreement, and neither the TPA nor any employee or agent of the TPA is an employee of the IHL Executive Office.

-6-ACCESSIBILITY

The TPA agrees that its administrative office shall be open for business, Monday through Friday, each week of the year excluding legal holidays or closure due to causes beyond the reasonable control of the TPA.

-7-BILLING

IHL agrees to compensate the TPA for services performed by the TPA for the amount stated in the TPA's proposal, which is incorporated in this Agreement as Attachment "B". IHL prefers quarterly billing but will accept invoices monthly if requested. All payments will be after services are rendered, and interest for any late payments will be in accordance with Mississippi law.

-8-ACCOUNTS

IHL shall provide funds adequate for payment of Tort and WC Plans' claims or losses and of allocated loss expenses which are properly owed by the Tort or WC Plan. For purposes of this Agreement, allocated loss expenses shall mean all costs, charges or expenses of third-parties incurred by the TPA, its agents or its employees which are properly chargeable to a Tort and WC Plan claim or loss including, without limitation, medical cost containment services, court costs, fees and expenses of attorneys, investigators, experts and witnesses and fees for obtaining diagrams, reports, documents and photographs. IHL shall deposit such funds in a bank account or accounts established by and belonging to IHL. IHL shall have responsibility for the care, custody and control of such account or accounts, but shall arrange for the TPA to issue checks on the account or accounts for use in the payment of Tort and WC Plan claims and losses. The TPA will not be required to advance its own funds to pay Tort and WC Plan claims, losses or allocated loss expenses hereunder.

-9-CONTRACT PERIOD

This Agreement shall be effective and binding upon the parties for the period of July 1, 2023, through June 30, 2027. Thereafter, the Agreement may be extended by mutual agreement of both parties. The Agreement may be terminated by the TPA, with or without cause, upon one hundred and twenty (120) days prior written notice. IHL may terminate the Agreement with or without cause upon 60-days' notice. All notices given pursuant to this Agreement shall be in writing and be personally delivered or mailed with postage prepaid, by registered or certified mail, return receipt requested to the address set forth below or such other address as a party may from time to time

specify in writing to the other party. If so mailed, the notice shall conclusively be deemed to have been received three business days after such mailing; otherwise, notice shall be deemed given when actual notice is received. The addresses to which notices are to be sent are as follows:

(A) If to IHL:

Commissioner of Higher Education
Board of Trustees of State Institutions of Higher Learning
3825 Ridgewood Road
Jackson, Mississippi 39211
Facsimile No: (601) 432-6972

with a copy of any notice to:

Director of Risk Management
Board of Trustees of State Institutions of Higher Learning
3825 Ridgewood Road, Suite 429
Jackson, Mississippi 39211
Facsimile No: (601) 432-6990

(B) If to TPA:

-10-NON-APPROPRIATION OR CESSATION

IHL shall have the right upon ten (10) working days written notice, to terminate this Agreement without damage, penalty, cost, or expense to IHL of any kind whatsoever in the event that the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or sufficient, 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. The effective date of termination shall be as specified in the notice of termination.

The services under this Agreement shall automatically terminate in the event that any agency with authority to do so rejects or revokes IHL's authority to self-insure. Such termination shall be effective, at the option of IHL, on the effective date of such rejection, or such later date as may be mutually agreed upon by the parties.

-11-MISSISSIPPI LAW

This Agreement shall be governed by the laws of the State of Mississippi both as to interpretation and performance. It is mutually understood and agreed that any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or for any breach thereof, shall be instituted only in the courts of the State of Mississippi.

-12-NON-DELEGATION

The TPA hereby agrees that it shall not make any delegation of its duties under this Agreement without the prior written consent of IHL. It is further mutually understood and agreed by both parties that this is not an exclusive Agreement. IHL is free to contract with other professionals to perform similar and like services as those contained in this Agreement. Payment for services performed by the TPA shall not be affected by this provision.

-13-INDEMNIFICATION

To the fullest extent allowed by law, the TPA shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, the individual board members and staff, and the participants and their employees from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the TPA and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform the services included in the agreed-upon contract. Each party shall have available to it all remedies available at law or equity. Each party agrees to cooperate with the other party in the investigation of any claim of liability associated with this agreement.

-14-AMENDMENTS AND WAIVER

This Agreement may not be modified or amended, in whole or in part, except by written amendment signed by the TPA and IHL. No provision of this Agreement shall be waived, altered, modified or amended except in writing signed by the party against whom such waiver, alteration, modification or amendment is sought to be enforced.

-15-INSURANCE

The TPA shall maintain the following policies of insurance:

1. Fidelity Bond. The TPA shall maintain a blanket fidelity bond in an amount not less than \$1,000,000 with IHL named as exclusive beneficiary. The TPA shall provide an insurance certificate for the blanket fidelity bond coverage indicating the limits of liability and name of the carrier. Any losses under this contract due to employee theft or dishonesty shall be paid to the WC or Tort Plan. It shall be the TPA's responsibility to recover these funds and reimburse the Tort Plan and/or WC Plan accordingly. The Certificate of Insurance shall be addressed to Mississippi Institutions of Higher Learning, Office of Risk Management, 3825 Ridgewood Road, Jackson, MS 39211.

2. Professional Liability. The professional liability insurance shall be for a minimum amount of One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of Three Million Dollars (\$3,000,000).

3. Workers' Compensation. Workers' compensation shall be maintained in an amount required by law.

4. Privacy or Cyber Liability Insurance. Whether through a general liability or cyber breach policy, the TPA shall maintain a commercially reasonable amount of insurance to cover liability for incidents resulting in the disclosure of confidential or private information.

All insurance must be through an insurer with at least an AM Best Rating of A VIII or better, and with insurers authorized or licensed to do business in Mississippi. The Board of Trustees of State Institutions of Higher Learning shall be named as an additional insured for either the general liability insurance or cyber liability insurance, and such insurance will be primary and noncontributory with any insurance maintained by IHL.

Certificates of insurance evidencing the above-stated coverages shall be provided to the Board of Trustees of State Institutions of Higher Learning, and shall be mailed to Mississippi Institutions of Higher Learning, Office of Risk Management, 3825 Ridgewood Road, Jackson, MS 39211.

-16-INFORMATION SECURITY

INFORMATION SECURITY. VENDOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING AN INFORMATION SECURITY PROGRAM THAT IS DESIGNED TO (I) ENSURE THE SECURITY AND CONFIDENTIALITY OF DATA TRANSMITTED BY THE MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING (IHL) TO VENDOR OR DATA OTHERWISE OBTAINED BY VENDOR FROM OR ABOUT IHL ("IHL DATA"), (II) PROTECT AGAINST ANY ANTICIPATED THREATS OR HAZARDS TO THE SECURITY OR INTEGRITY OF IHL DATA, AND (III) PROTECT AGAINST UNAUTHORIZED ACCESS TO OR USE OF IHL DATA THAT COULD RESULT IN SUBSTANTIAL HARM OR INCONVENIENCE TO IHL OR ANY OF ITS STAKEHOLDERS. VENDOR SHALL ESTABLISH, EMPLOY AND AT ALL TIMES MAINTAIN PHYSICAL, TECHNICAL AND ADMINISTRATIVE SECURITY SAFEGUARDS AND PROCEDURES SUFFICIENT TO PREVENT ANY UNAUTHORIZED PROCESSING OF AND/OR USE, ACCESS, ALTERATION, DISCLOSURE, ERASURE, COPYING, EXHIBITION, TRANSMISSION, OR DESTRUCTION OF IHL DATA WHILE SUCH INFORMATION IS IN VENDOR'S POSSESSION OR CONTROL AND WILL ENSURE THAT SUCH INFORMATION IS NOT PROCESSED IN OTHER WAYS CONTRADICTORY TO PRIVACY AND/OR DATA PROTECTION LAWS. VENDOR WILL MAINTAIN SUFFICIENT PROCEDURES TO DETECT AND RESPOND TO SECURITY BREACHES INVOLVING IHL DATA AND WILL INFORM IHL IMMEDIATELY WHEN IT SUSPECTS OR LEARNS OF MALICIOUS ACTIVITY INVOLVING IHL DATA, INCLUDING AN ESTIMATE OF THE ACTIVITY'S EFFECT ON IHL AND THE CORRECTIVE ACTION TAKEN. SUCH PROCEDURES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOGGING OF ALL ACCESS TO CONFIDENTIAL OR SENSITIVE DATA, USE OF FIREWALLS FOR ALL EXTERNAL DATA CONNECTIONS, AND TIMELY IMPLEMENTATION OF UPDATES AND PATCHES.

AT A MINIMUM, VENDOR'S SAFEGUARDS FOR THE PROTECTION OF IHL DATA SHALL INCLUDE: (I) LIMITING ACCESS TO IHL DATA TO AUTHORIZED PERSONNEL OF VENDOR AND UTILIZING POLICIES THAT PROMOTE THE LEAST INTERNAL ACCESS; (II) SECURING BUSINESS FACILITIES, DATA CENTERS, PAPER FILES, SERVERS, BACK-UP SYSTEMS (AT A STRATEGICALLY LOCATED OFF-SITE LOCATION) AND COMPUTING EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ALL MOBILE DEVICES AND OTHER EQUIPMENT WITH INFORMATION STORAGE CAPABILITY; (III) IMPLEMENTING NETWORK, DEVICE APPLICATION, DATABASE AND PLATFORM SECURITY; (IV) SECURING INFORMATION TRANSMISSION, STORAGE AND DISPOSAL; (V) IMPLEMENTING AUTHENTICATION (TWO-FACTOR OR MORE SECURE METHOD) AND ACCESS CONTROLS WITHIN MEDIA, APPLICATIONS, OPERATING SYSTEMS AND EQUIPMENT; (VI) ENCRYPTING (WITH AES-256 BIT OR BETTER ENCRYPTION) IHL DATA STORED ON ANY MOBILE MEDIA; (VII) ENCRYPTING IHL DATA TRANSMITTED OVER PUBLIC OR WIRELESS NETWORKS; (VIII) STRICTLY SEGREGATING IHL DATA FROM INFORMATION OF VENDOR OR ITS OTHER CUSTOMERS SO THAT IHL DATA IS NOT COMMINGLED WITH ANY OTHER TYPES OF INFORMATION; (IX) IMPLEMENTING APPROPRIATE PERSONNEL SECURITY AND INTEGRITY PROCEDURES AND PRACTICES, INCLUDING, BUT NOT LIMITED TO, CONDUCTING BACKGROUND CHECKS CONSISTENT WITH APPLICABLE LAW; AND (X) PROVIDING APPROPRIATE PRIVACY AND INFORMATION SECURITY TRAINING TO VENDOR'S EMPLOYEES.

VENDOR MUST OBTAIN THE WRITTEN APPROVAL OF IHL BEFORE SUBCONTRACTING ANY PORTION OF THIS AGREEMENT. ALL SUBCONTRACTS SHALL INCORPORATE THE TERMS OF THIS AGREEMENT SO AS TO REQUIRE SUBCONTRACTORS TO MEET OR EXCEED THE VENDOR'S SECURITY OBLIGATIONS, INCLUDING ALL DATA SECURITY REQUIREMENTS.

-17-ENTIRE AGREEMENT

This Agreement plus the Attachments "A" and "B" attached hereto represent the entire Agreement for the services described herein. If any clause herein is declared null, void or illegal by a court of competent jurisdiction, the rest and remainder of such clauses within this Agreement shall remain valid and binding.

The *Request for Proposals for Third-Party Claims Administration Services* (RFP), dated November 14, 2022, and attached hereto as Attachment "A" and the TPA's response to said RFP, dated _____, and attached hereto as Attachment "B" are made a part of the Agreement. The Third-Party Claims Administration Services Agreement shall control over the RFP and Proposal if any conflict exists.

-18-OFFICIAL CAPACITY

If a court determines that any provision of this contract is not enforceable against IHL, the TPA 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.

Board of Trustees of State
Institutions of Higher Learning

Company Name

BY: _____
Dr. Alfred Rankins, Jr.
Commissioner of Higher Education

BY: _____

DATE: _____

DATE: _____

ATTACHMENT "A"

Request for Proposals for Third-Party Claims Administration Services (RFP)

Dated November 14, 2022

Note: Attachment "A" and Attachment "B" will later be exhibits to the final contract, since the entire agreement will consist of the IHL template contract, the RFP, and the submitted proposal.

ATTACHMENT "B"

TPA's Proposal

Dated _____

Note: Attachment "A" and Attachment "B" will later be exhibits to the final contract, since the entire agreement will consist of the IHL template contract, the RFP, and the submitted proposal.