PERS
of MISSISSIPPI

Public Employees Retirement System of Mississippi

Request for Proposal for Disability Determination and Disability Appeal Services

April 14, 2026

RFQ #3140004550

DEADLINE: June 1, 2026

CONFIDENTIAL AND RESTRICTED INFORMATION

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The information contained herein shall be used only for responding to this RFP and is not for general distribution.

Table of Contents

INTRODUCTION 3

I. OVERVIEW 3
Volume 4

II. REQUIREMENTS 5

III. KEY ACTION DATES 8

IV. SCOPE OF SERVICES 8

V. IMPLEMENTATION REQUIREMENTS 9

VI. ONGOING PROGRAM REQUIREMENTS 9
A. Minimum Qualifications 9
B. Program workflow 10
C. Assessments 11
D. Contractor recommendations 11

VII. APPEALS 11

Attachment A – PERS Contract

Attachment B – PERS Confidentiality Agreement

Attachment C – PERS Independent Medical Reviewer Cybersecurity & Privacy Practices Questionnaire

Attachment D – Certifications & Assurances

Attachment E – PERS Release of Bid as Public Record

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Request for Proposal for Disability Determination and Disability Appeal Services

INTRODUCTION

I. OVERVIEW

Public Employees' Retirement System of Mississippi (PERS) is soliciting proposals from qualified organizations for Disability Determination and Disability Appeal Services to augment its disability retirement application and review process by obtaining Medical Board (MB) and disability determination and disability appeal services for the PERS defined benefit plan disability program for non-duty-related and duty-related (line of duty) eligibility determinations. Because the disability benefit has an impact on the cost of PERS pension plans, it is incumbent upon the PERS Executive Director and Board of Trustees, as plan fiduciaries, to ensure that all disabilities approved clearly meet the criteria for this benefit.

The System was established to provide retirement benefits for all state and public education employees, officers of the Mississippi Highway Safety Patrol, elected members of the State Legislature, the President of the Senate, and other public employees of participating employers. Plans administered by the System include: The Public Employees' Retirement System of Mississippi (PERS), which was established by legislation in 1952; the Mississippi Highway Safety Patrol Retirement System (MHSPRS), established in 1958; the Supplemental Legislative Retirement Plan (SLRP), established in 1989; and the Municipal Retirement Systems (MRS), which came under the System's administration in 1987.

The System is administered by a 10-member Board of Trustees that includes: The State Treasurer; one gubernatorial appointee who is a member of PERS; two state employees; two PERS retirees; and one representative each from public schools and community colleges, state universities, municipalities, and counties. Apart from the State Treasurer and the gubernatorial appointee, all members are elected to staggered six-year terms by the constituents they represent. The Board of Trustees is responsible for the general administration and proper operation of the System. The Executive Director is designated by the Board to lead and conduct all business for the System. The Public Employees' Retirement System of Mississippi operates under legislative mandate with respect to administrative budgets, allowable investments and asset allocation, human resources, and purchasing guidelines.

The following is a brief overview of the current process. Please note that for many of the cases assigned to the PERS Medical Board, the purpose of the review will be for both non-duty related and duty related disability benefits because many of the duty related benefits applicants are also eligible for non-duty related disability retirement. The standards are very similar but not identical.

1) Phase one of the application process begins when the applicant completes and submits their application packet. Staff is responsible for communicating with the applicant and collecting all required (see Forms Archive | PERS of Mississippi for copies of the forms) information and documentation including the following:

    - Pre-Application for Disability Retirement Benefits (form DSBL 1)
    - Employer's Certification of Job Requirements (form DSBL 2)
    - Employer's Job Activities Checklist (form DSBL 3)
    - Medical Information and Prior Claim History (DSBL 4)

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- Physician and Treating Facility History (form DSBL 5)
- Family Information (DSBL 6)

2) Upon receipt of an application, PERS staff determines eligibility to apply for disability retirement benefits and provides the member with an audited estimate of benefits along with the phase two forms for completion.
   - Statement of Examining Physician (form DSBL 7)
   - Authorization for Release of Information (form DSBL 8)
   - Disability Retirement Application (form DSBL 9)
   - Payroll Authorization (DSBL 10)
   - Temporary Benefit Application (form DSBL 11) This form is only sent if specifically requested.

3) PERS staff forwards submitted medical and other information or documentation to the MB for review. There are three possible Medical Board Decisions:

   - **Approval** – If the MB recommends approval of the application, the applicant begins receiving benefits with an effective date of retirement based on their termination date and receipt of application. If terminated from employment, the applicant would be added to the PERS benefits payroll and, within a month, receive their first benefit check along with any applicable retroactive benefits. If not terminated, the employer would need to certify the termination date to PERS before being added to the PERS benefits payroll. The applicant must terminate all positions in state service, whether covered or not, within 90 days after approval or the disability retirement and your application will be voided.

   - **Deferral** – You may be asked to submit to an independent medical evaluation to aid the MB in making an objective decision. You would be notified in writing of the place and time of your appointment. PERS would pay for the required doctor's appointment and for any necessary evaluation tests. After receiving the additional medical evidence required, the MB will continue its review of your claim.

   - **Denial** – If you are denied disability retirement, you may appeal that decision to the Disability Appeals Committee of the PERS Board of Trustees. Any appeal of a Medical Board denial must be filed with PERS no later than 60 days after your receipt of the Notice of Decision. A Notice of Appeal form and appeal procedures will be included with your Notice of Decision. The Disability Appeals Committee is a separate panel of experts than those serving on the MB. Upon receipt of your completed Notice of Appeal form, PERS will schedule a hearing and notify you of the date and time of the hearing. Although not required, you may elect to have attorney representation at the hearing. A representative from your employer is invited to be present at the hearing. After hearing the case, the Committee will make a recommendation to the PERS Board of Trustees, which will then issue a final decision on the appeal.

Volume
In the past three fiscal years, PERS has received the following number of disability retirement claims:

- FY 2025 – 275
- FY 2024 – 255
- FY 2023 – 322

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In some instances, a disability retirement claim may involve more than one MB review depending on the development of the claim. Therefore, the number of annual MB reviews may be higher than the total number of claims.

Appeals Process
Any appeal of a Medical Board denial must be filed with PERS no later than 60 days after your receipt of the Notice of Decision. A Notice of Appeal form and appeal procedures is included with the Notice of Decision.
The Disability Appeals Committee is a separate panel of experts than those serving on the Medical Board.

Upon receipt of your completed Notice of Appeal form, PERS will:

1. Schedule a hearing and notify you of the date and time of the hearing. Although not required, you may elect to have attorney representation at the hearing. A representative from your employer is invited to be present at the hearing.
2. After hearing the case, the Committee will make a recommendation to the PERS Board of Trustees, which will then issue a final decision on the appeal.

II. REQUIREMENTS

When responding to this Request for Proposal (RFP), we encourage you to describe the ways in which you believe your organization's service capability is unique, superior, or would add particular value. Please be succinct in your answers. If certain services cannot be provided, please state where appropriate and state if such services are planned to be offered in the near future. Responders to this RFP will provide a work plan that addresses these program and statutory requirements.

This section sets forth the administrative requirements that must be followed in responding to the RFP.

A. Confidentiality

Information presented in the RFP, including all information subsequently disclosed during the proposal process, is intended only for the use of responding to the RFP. Bidders must execute and submit with their proposals a confidentiality agreement, guaranteeing that the confidentiality of all PERS-related data and information will be safeguarded. The agreement is included in Attachment B.

Bidders should submit two versions of their proposal:

1. A completely unredacted version containing company identifying information, confidential and propriety information, and
2. A redacted version containing company identifying information and privilege log but excluding confidential information.

B. Official address for correspondence

The respondent shall mail or deliver the responses to PERS at the following address:

Public Employees' Retirement System of Mississippi
Attn: Judy Miller
429 Mississippi Street
Jackson, Mississippi 39201-1005
Email: jmiller@pers.ms.gov

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All questions and queries should be sent to Judy Miller for tracking purposes.

C. **Initial Project Meeting**

Immediately following the contract start date, at a date and time to be determined, the selected vendor is required to meet with PERS in an agreed upon format, Teams, Zoom etc. or in person at 429 Mississippi Street in Jackson, Mississippi. The purpose of this conference or visit will be to review the process, materials needed, and any other necessary information. The date and time of this meeting will be coordinated by the designated PERS representative.

D. **Response Format**

1. **Length of Response**

A PDF (soft copy) response formatted for 8.5" x 11" paper size is acceptable. You are encouraged to be succinct and respond to the RFP as directed. If, for any reason, your organization cannot comply or is unable to provide a specific service, respond with "cannot comply" or "unable to provide" and briefly describe the reason.

Please note that PERS reserves the right to consider the Response to the RFP as part of the final legal custody agreement between PERS and the custody provider. Be cognizant of your firm's response as a complete, fair, and direct representation of your capabilities, and abide with full transparency and disclosure.

2. **Cover Letter**

The response must include a cover letter addressed to: Lisa Green, Deputy Director, Benefit Services, Public Employees' Retirement System of Mississippi, 429 Mississippi Street, Jackson, MS 39201-1005. The letter must state, in one or two paragraphs, your organization's commitment to the RFP process and a statement to the effect that your organization is willing to perform all services mandated. The letter should also include the name, address, telephone, and fax numbers of the appropriate contact person within your organization. The cover letter must state that the proposal is valid for six (6) months after the submission deadline of October 13, 2026.

E. **Selection Criteria**

PERS seeks to retain the highest quality organization to provide disability determination services in an open, fair, and competitive process. PERS seeks innovative ideas, presented in a complete service package, which can meet the requirements of both management and staff and help streamline and improve the disability process. Throughout the selection process, PERS reserves its sole discretion in awarding the contract. Any contract award resulting from this RFP shall be subject to the approval of the PERS Board of Trustees. PERS reserves the right to: (I) not select any proposal; (II) select any portions of a particular proposal for further consideration; (iii) accept a proposal other than the lowest cost proposal submitted; or (iv) reject any and all proposals received if such action is considered by PERS in its sole discretion to be in the best interests of PERS.

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F. **Timetable**

By submitting a Response, the Proposer is committing to comply with the timetable set forth in Section III (Key Action Dates) of the Introduction to this RFP and to effectuate any agreements necessary to implement and enter into a contract with PERS.

G. **Withdrawal/Irrevocability**

A Proposer may withdraw a Response, once submitted, within five (5) business days. PERS reserves the right to waive or permit cure for minor informalities, and to conduct discussions with all qualified Proposers in any manner necessary to serve the best interests of PERS. PERS also reserves the right to award a contract based upon the written proposals received and without prior discussion or negotiations.

H. **Modifications**

PERS may modify any part of the RFP, prior to the date fixed for submission of final proposals, by issuance of an addendum to all participating parties. Addenda will be numbered consecutively. Any ambiguity in this RFP shall be construed in favor of PERS.

I. **Questions about the RFP**

All correspondence, inquiry, and communications regarding the RFP should be directed to Judy Miller. Questions regarding the RFP should be forwarded to Judy Miller, with the appropriate section, question, and page number. The deadline for questions is April 27, 2026. Please note that PERS will compile questions from candidate firms and release the corresponding answers from PERS.

Direct communications with other management, staff, Board, or elected officials may be grounds for rejecting a proposal.

J. **Acknowledgment of Amendments**

Should an amendment to the RFP be issued, it will be posted on the PERS website and the procurement portal in a manner that all bidders will be able to view. Further, bidders shall acknowledge receipt of any amendment(s) to the solicitation by signing and returning the amendment(s) with the bid package, identifying the amendment number and date in the space provided on the bid form, or by email or letter. PERS must receive the acknowledgment by the time and at the place specified as the bid package submission deadline. Bidders are responsible for monitoring PERS website for amendments to the RFP.

K. **Request for Reconsideration of Terms**

Any potential bidder has an opportunity to request that PERS reconsider the terms of the solicitation. Any such request should be filed with Judy Miller within three (3) business days following the release of the RFP. Failure to timely request reconsideration results in waiver of any claim regarding the terms of the solicitation.

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L. **RFP Response Document**
Please send your complete response via email – a PDF copy would be accepted. The email subject line should be labeled **"PERS Disability Determination and Disability Appeal Services Proposal"**. Send the Response to arrive no later than 3:00 p.m. Central Time June 1, 2026.

M. **Proposal Expenses**
Expenses for the development and submission of proposals, including any requested meetings, on-sites, and presentations, are the sole responsibility of the Proposer.

N. **Contract Term**
The contract term and work schedule set out herein represent PERS' best estimate of the schedule that will be followed. The total performance by the contracting firm will be for 5 years from July 1, 2026, until June 30, 2031, with an option to extend up to a 3-year period.

O. **Hours of Operation**
The Public Employees' Retirement System's normal hours of operation are CDT 8:00 a.m. to 5:00 p.m. The communication between PERS and the vendor will not be limited by these hours of operation but used as a baseline to expect more timely responses during that period.

P. **Authorized to do Business in the State**
The contractor must be authorized to do business in Mississippi in accordance with Mississippi Code Annotated Section 79-4-105.01.

III. KEY ACTION DATES

Listed below are the important actions and corresponding final dates by which actions must be taken or completed. If PERS decides to change a date for any reason, notification will be given.

Actions	Dates
RFP Release	April 13, 2026
RFP Questions Due Date	April 27, 2026
RFP Questions Responses on PERS Website	May 8, 2026
RFP Response Due Date/Deadline	June 1, 2026

IV. SCOPE OF SERVICES

PERS is conducting a due diligence search and review of their disability determination and disability appeal services. Interested bidders are allowed to submit responses to bid on all or one service. Upon complete review of this RFP, please indicate in your proposal response which services your company is bidding on as specified below:

All Services: Disability Determination and Disability Appeal Services
Disability Determination Services only
Disability Appeal Services only

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The Scope of Services listed below represents the best practices for services contemplated in this RFP.

Responders to this RFP will provide a work plan that addresses these program and statutory requirements.

V. IMPLEMENTATION REQUIREMENTS

PERS intends for the Contractor to lead the implementation process with a single project manager and provide an account manager (single point of contact) once service begins.

During the implementation, the Contractor will work with PERS to review program details and configure a web-based portal to manage communication and real-time status regarding claims. The portal shall allow PERS the ability to request data to gain visibility regarding pending, approved, denied, and closed disability claims. PERS will remain the system-of-record for applicants. The Contractor's web-based portal will meet PERS technology and security requirements (see Attachment C - Independent Medical Reviewer Cybersecurity & Privacy Practices Questionnaire) and ensure HIPAA compliance.

Where paper forms are necessary, PERS intends for the Contractor to coordinate the development of approved forms and documents with joint logos to make it clear to applicants that the Contractor is working for PERS.

VI. ONGOING PROGRAM REQUIREMENTS

A. Minimum Qualifications

In order to provide defensible disability claim recommendations, it is critical that Contractor's staff meet minimum requirements for education and training, work experience, medical specializations, licenses, and credentials. Contractor must be able to provide documentation of licensure and/or board certification of physicians and nurses.

Physicians must:

- Be current non-restricted license or certification as a Medical Doctor for clinical practice from a state in the United States
- Be board certified by a medical specialty board approved by American Board of Medical Specialties (ABMS)
- Have professional experience to include five (5) years' full-time experience providing direct clinical care to patients

Nurses must have:

- Unrestricted RN licensure, without sanctions, to practice in a state within the United States
- A bachelor's degree in nursing or health related field
- A minimum of five (5) years' clinical experience

Claims liaisons must have:

- Minimum of three (3) years' experience in general or claims work in which telephone communication was a primary responsibility
- Be proficient in MS Word and Excel
- A high school diploma

Contractor will notify PERS, within five (5) business days of reassignment, extended absence or termination, and proposed replacement of key Contractor personnel.

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B. Program workflow

These are the high-level requirements of the PERS disability review program:

1. Application: PERS collects a disability application (packet) from applicants, completes an audited estimate of benefits and uploads the packet and estimate to the Contractor's web-based portal.
2. Outreach to applicants:
   - Within two (2) business days of receiving a benefit application and required claim documentation (packet), the Contractor will make an initial outreach to the applicant to describe the process, confirm contact information for provider(s), explain expected timeframes, and confirm applicant and Contractor contact information.
   - Contractor will notify PERS if Contractor becomes aware of Applicant or Recipient address and/or contact information changes.
3. Clinical triage:
   - Within 21 calendar days of receipt of application or request for assessment, the Contractor will complete all outreach attempts to the applicant; attending physician(s); ancillary care provider(s); and employer, if applicable. During the outreach attempts, if information from the application or treating provider is vague or unclear, Contractor will obtain this information and will outline to the applicant the need and timeline for receipt of the needed additional information.
   - Contractor will triage (categorize/prioritize) the claim path
4. Disability claims categories and workflow:
   - Based on the disability claim category/priority (to be determined and finalized by PERS and Contractor during implementation), the Contractor will establish the appropriate review plan, including timelines for subsequent activities so that timeliness of activity can be assessed.
5. Periodic reviews of continued eligibility:
   - PERS has the right to review benefit Recipients' disability status on a periodic basis, typically on an annual basis or when the initial provider's information provides guidance on when the disabling condition may change. The Periodic Review can also be conducted to confirm continued treatment, typically on an annual basis. The Periodic Review may include whatever clinical review activities are appropriate to the Recipient's circumstance, including Medical and/or Vocational Assessments.
   - Contractor, when requested by PERS, will establish a follow-up plan for each approved disability application and periodic review, including the frequency of (annual for five years, every three years thereafter, or discontinued if circumstances warrant), and nature of information required.
6. Escalations:
   - Contractor will escalate cases of non-compliant applicants and non-compliant recipients (undergoing a medical review) to PERS within one (1) business day of non-compliance.
7. Changes in claim status:
   - Contractor will notify PERS within one (1) business day of notification if there is a change in the status of an Applicant or Recipient, by:
     i. Death
     ii. Return to work of any type (including volunteer work). Contractor will contact PERS if it is discovered that the Applicant/Recipient has returned to work or intends to return to work.
     iii. Withdrawing claim
8. Contractor will prepare and provide quarterly reports of claim activity.

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C. Assessments

Independent Medical Examination (IMEs), Independent Psychiatric Examination (IPE), and Functional Capacity Evaluation (FCEs):

- Contractor will determine appropriate type of exam, whether an IME, IPE, or FCE, depending on the content of the application for disability benefits and the applicant's circumstances.
- The contractor will determine course of action; however, PERS must provide pre-approval of in-person exams if they are recommended by the Contractor.
- Contractor will contact the applicant within one (1) business day of the decision to pursue an exam, to advise of the need for an IME, IPE, or FCE, and outline the process.
- Contractor will coordinate an exam date, make the appointment, and advise the applicant of the appointment.
- Contractor shall attempt to match the applicant's location with available qualified providers (within a 50-mile radius of the applicant's residence). If an examination is required to be performed outside the State of Mississippi (due to geography), the provider must be licensed and credentialed in that state.
- Contractor will maintain access to a network of qualified providers, particularly in Mississippi and the surrounding states. Contractor will ensure that qualified providers are licensed and credentialed consistent with corporate credentialing standards for medical provider credentialing.

Exams or assessments will include, at minimum, a review of medical documentation provided and an exam with the applicant. The report will include documentation regarding time spent with the applicant.

D. Contractor recommendations

- Contractor will make a recommendation to approve or deny a claim, based on the applicable PERS definition of disability and related definitions and the information provided during the claim review processes.
- With any disability claim approval, Contractor will make a recommendation for providing or waiving future periodic medical reviews.
- The recommendation rationale shall include clinical elements, including a summary of the any additional medical assessments performed.

VII. APPEALS

A. Contractor will support the claims appeal:
   - Applicants will appeal directly in writing to PERS, by submitting a Notice of Appeal form.
   - Contractor will receive notice of an appeal that has been filed with PERS and will begin the initial review process within one (1) business day of the appeal notification.
   - All information received at the time of any previous claim review(s) as well as any additional information provided as part of the appeal will be considered in the appeal claim review.

B. Administrative hearing support & testimony:
   - As requested by PERS, Contractor will provide appeal preparation and appeal testimony
   - As requested by PERS, Contractor will provide on-site and/or teleconference-based support for administrative hearings.

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VIII. STATUTORY REQUIREMENTS

The disability standards and process are defined in Mississippi Statutes and PERS Regulations listed below. PERS has the authority to issue this RFP due to its statutory authority to administer the system, make rules, regulations, and take actions necessary for the proper administration of the system.

§ 25-11-113 Disability Retirement.

(1)

(a) Upon the application of a member or his employer, any active member in state service who became a member of the system before July 1, 2007, and who has at least four (4) years of membership service credit, or any active member in state service who became a member of the system on or after July 1, 2007, who has at least eight (8) years of membership service credit, may be retired by the board of trustees on the first of the month following the date of filing the application on a disability retirement allowance, but in no event shall the disability retirement allowance begin before termination of state service, provided that the medical board, after an evaluation of medical evidence that may or may not include an actual physical examination by the medical board, certifies that the member is mentally or physically incapacitated for the further performance of duty, that the incapacity is likely to be permanent, and that the member should be retired; however, the board of trustees may accept a disability medical determination from the Social Security Administration in lieu of a certification from the medical board. If a member who has been approved for a disability retirement allowance does not terminate state service within ninety (90) days after approval, the disability retirement and the application for disability retirement shall be void. For the purposes of disability determination, the medical board shall apply the following definition of disability: the inability to perform the usual duties of employment or the incapacity to perform such lesser duties, if any, as the employer, in its discretion, may assign without material reduction in compensation, or the incapacity to perform the duties of any employment covered by the Public Employees' Retirement System (Section 25-11-101 et seq.) that is actually offered and is within the same general territorial work area, without material reduction in compensation. The employer shall be required to furnish the job description and duties of the member. The employer shall further certify whether the employer has offered the member other duties and has complied with the applicable provisions of the Americans With Disabilities Act in affording reasonable accommodations that would allow the employee to continue employment.

(b) Any member applying for a disability retirement allowance must provide sufficient objective medical evidence in support of his or her claim. All disability determinations, whether the initial examination or reexamination, shall be based on objective medical evidence. "Objective medical evidence" means reports of examinations or treatments; medical signs that are anatomical, physiological, or psychological abnormalities that are observed and documented by medical professionals; psychiatric signs that are medically demonstrable phenomena indicating specific abnormalities of behavior, affect, thought, memory, orientation, or contact with reality; or laboratory findings that are anatomical, physiological, or psychological phenomena that are shown by medically acceptable laboratory diagnostic techniques, including, but not limited to, chemical tests, electrocardiograms, electroencephalograms, X-rays, and psychological tests. Nonmedical information shall not be considered objective medical evidence.

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(c) Any inactive member who became a member of the system before July 1, 2007, with four (4) or more years of membership service credit, or any inactive member who became a member of the system on or after July 1, 2007, with eight (8) or more years of membership service credit, who has withdrawn from active state service, is not eligible for a disability retirement allowance unless the disability occurs within six (6) months of the termination of active service and unless satisfactory proof is presented to the board of trustees that the disability was the direct cause of withdrawal from state service. Application for a disability retirement allowance must be filed within one (1) year of termination from active service. This period may be extended by an additional year if it can be factually demonstrated to the satisfaction of the board of trustees that throughout the initial one-year period the member was incapable of applying for benefits by reason of mental or physical impairment as certified by a medical doctor.

(d) Any member who is or becomes eligible for service retirement benefits under Section 25-11-111 while pursuing a disability retirement allowance under this section or Section 25-11-114 may elect to receive a service retirement allowance pending a final determination on eligibility for a disability retirement allowance or withdrawal of the application for the disability retirement allowance. In such a case, an application for a disability retirement allowance must be on file with the system before the beginning of a service retirement allowance. If the application is approved, the option selected and beneficiary designated on the retirement application shall be used to determine the disability retirement allowance. If the application is not approved or if the application is withdrawn, the service retirement allowance shall continue to be paid in accordance with the option selected. No person may apply for a disability retirement allowance after the person begins to receive a service retirement allowance.

(e) If the medical board certifies that the member is not mentally or physically incapacitated for the future performance of duty, the member may request, within sixty (60) days, a hearing before the hearing officer as provided in Section 25-11-120. All hearings shall be held in accordance with rules and regulations adopted by the board to govern those hearings. The hearing may be closed upon the request of the member.

(f) The medical board may request additional medical evidence and/or other physicians to conduct an evaluation of the member's condition. If the medical board requests additional medical evidence and the member refuses the request, the application shall be considered void.

(2) Allowance on disability retirement.

(a) Upon retirement for disability, an eligible member shall receive a retirement allowance if he has attained the age of sixty (60) years.

(b) Except as provided in paragraph (c) of this subsection (2), an eligible member who is retired for disability and who has not attained sixty (60) years of age shall receive a disability benefit as computed in Section 25-11-111(d), which shall consist of:

(i) A member's annuity, which shall be the actuarial equivalent of his accumulated contributions at the time of retirement; and

(ii) An employer's annuity equal to the amount that would have been payable as a retirement allowance for eligible creditable service if the member had continued in service to the age of sixty (60) years, which shall apply to the allowance for disability retirement paid to retirees receiving such allowance upon and after April

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12, 1977. This employer's annuity shall be computed on the basis of the average "earned compensation" as defined in Section 25-11-103.

(c) For persons who become members after June 30, 1992, and for active members on June 30, 1992, who elect benefits under this paragraph (c) instead of those provided under paragraph (b) of this subsection (2), the disability allowance shall consist of two (2) parts: a temporary allowance and a deferred allowance.

The temporary allowance shall equal the greater of (i) forty percent (40%) of average compensation at the time of disability, plus ten percent (10%) of average compensation for each of the first two (2) dependent children, as defined in Sections 25-11-103 and 25-11-114, or (ii) the accrued benefit based on actual service. It shall be payable for a period of time based on the member's age at disability, as follows:

Age at Disability	Duration
60 and earlier	to age 65
61	to age 66
62	to age 66
63	to age 67
64	to age 67
65	to age 68
66	to age 68
67	to age 69
68	to age 70
69 and over	one year

The deferred allowance shall begin when the temporary allowance ends and shall be payable for life. The deferred allowance shall equal the greater of (i) the allowance that would have been payable had the member continued in service to the termination age of the temporary allowance, but no more than forty percent (40%) of average compensation, or (ii) the accrued benefit based on actual service at the time of disability. The deferred allowance as determined at the time of disability shall be adjusted in accordance with Section 25-11-112 for the period during which the temporary annuity is payable. In no case shall a member receive less than Ten Dollars ($10.00) per month for each year of service and proportionately for each quarter year thereof reduced for the option selected.

(d) The member may elect to receive the actuarial equivalent of the disability retirement allowance in a reduced allowance payable throughout life under any of the provisions of the options provided under Section 25-11-115.

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(e) If a disability retiree who has not selected an option under Section 25-11-115 dies before being repaid in disability benefits the sum of his total contributions, then his named beneficiary shall receive the difference in cash, which shall apply to all deceased disability retirees from and after January 1, 1953.

(3) Reexamination of retirees retired on account of disability. Except as otherwise provided in this section, once each year during the first five (5) years following retirement of a member on a disability retirement allowance, and once in every period of three (3) years thereafter, the board of trustees may, and upon his application shall, require any disability retiree who has not yet attained the age of sixty (60) years or the termination age of the temporary allowance under subsection (2)(c) of this section to undergo a medical examination, the examination to be made at the place of residence of the retiree or other place mutually agreed upon by a physician or physicians designated by the board. The board, however, in its discretion, may authorize the medical board to establish reexamination schedules appropriate to the medical condition of individual disability retirees. If any disability retiree who has not yet attained the age of sixty (60) years or the termination age of the temporary allowance under subsection (2)(c) of this section refuses to submit to any medical examination provided in this section, his allowance may be discontinued until his withdrawal of that refusal; and if his refusal continues for one (1) year, all his rights to a disability benefit shall be revoked by the board of trustees.

(4) If the medical board reports and certifies to the board of trustees, after a comparable job analysis or other similar study, that the disability retiree is engaged in, or is able to engage in, a gainful occupation paying more than the difference between his disability allowance, exclusive of cost-of-living adjustments, and the average compensation, and if the board of trustees concurs in the report, the disability benefit shall be reduced to an amount that, together with the amount earnable by him, equals the amount of his average compensation. If his earning capacity is later changed, the amount of the benefit may be further modified, provided that the revised benefit shall not exceed the amount originally granted. A retiree receiving a disability benefit who is restored to active service at a salary less than the average compensation shall not become a member of the retirement system.

(5) If a disability retiree under the age of sixty (60) years or the termination age of the temporary allowance under subsection (2)(c) of this section is restored to active service at a compensation not less than his average compensation, his disability benefit shall end, he shall again become a member of the retirement system, and contributions shall be withheld and reported. Any such prior service certificate, on the basis of which his service was computed at the time of retirement, shall be restored to full force and effect. In addition, upon his later retirement he shall be credited with all creditable service as a member, but the total retirement allowance paid to the retired member in his previous retirement shall be deducted from his retirement reserve and taken into consideration in recalculating the retirement allowance under a new option selected.

(6) If following reexamination in accordance with the provisions contained in this section, the medical board determines that a retiree retired on account of disability is physically and mentally able to return to the employment from which he is retired, the board of trustees, upon certification of those findings from the medical board, shall, after a reasonable period of time, terminate the disability allowance, whether or not the retiree is reemployed or seeks that reemployment. In addition, if the board of trustees determines that the retiree is no longer sustaining a loss of income as established by documented evidence of the retiree's earned income, the eligibility for a disability allowance shall terminate and the allowance terminated within a reasonable period of time. If the retirement allowance is terminated under the provisions of this section, the retiree may

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later qualify for a retirement allowance under Section 25-11-111 based on actual years of service credit plus credit for the period during which a disability allowance was paid.

(7) Any current member as of June 30, 1992, who retires on a disability retirement allowance after June 30, 1992, and who has not elected to receive benefits under subsection (2)(c) of this section, shall relinquish all rights under the Age Discrimination in Employment Act of 1967, as amended, with regard to the benefits payable under this section.

Title 27: Personnel

Part 210: PERS, Regulations for Retirement Plans Administered by the Board of Trustees

Chapter 42: Rules of Hearing Practice and Procedure before the Board of Trustees of the Public Employees' Retirement System of Mississippi

100 Purpose

This regulation governs all practice and procedure before the Board of Trustees of the Public Employees' Retirement System of Mississippi in all matters arising under all retirement plans or programs administered by the Board, except where specifically otherwise provided by the statutes of such programs or retirement plans, for which a hearing is requested in any contested case.

101 Construction of regulation

Where good cause appears, not contrary to statute, the Board may permit deviation from these rules insofar as it may find compliance therewith to be impracticable or unnecessary.

102 Definitions

The following words and phrases as used in this Regulation, unless a different meaning is plainly required by the context, have the following meanings:

1. "Board" means the Board of Trustees of the Public Employees' Retirement System of Mississippi.
2. "Executive Director" means the executive director of the Public Employees' Retirement System of Mississippi.
3. "Hearing Officer" or "Committee" means the Disability Appeals Committee or the Claims Committee of the Board of Trustees of the Public Employees' Retirement System of Mississippi, as applicable.
4. "PERS" means the Public Employees' Retirement System of Mississippi.
5. "Presiding Officer" means the person who presides over the appeals hearing.
    a. The Presiding Officer for the Disability Appeals Committee will be a voting member of the Committee.
    b. The Presiding Officer for the Claims Committee may be a representative from the Office of the Attorney General, other than the PERS Attorney General Representative, who may also act as a non-voting legal advisor to the Committee during deliberations on the outcome of the hearing.

103 Perfection of appeal to the Board by timely filing

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1. All appeals to the Board shall be initiated by filing a written Notice of Appeal on a form prescribed by the Board.

2. A Notice of Appeal to the Board must be filed within 60 days after the date a person receives written notice of the administrative decision of the Executive Director or decision of the Medical Board, as applicable. Such notice may be filed by mail or in person. Failure to file a completed Notice of Appeal within the time specified shall be a bar to the filing of such appeal.

3. Once an appeal is timely filed, it shall be assigned a docket number.

104 Filing of pleadings and other documents

1. All documents relating to any proceeding pending or to be instituted before the Board shall be filed with the Executive Director, or his or her designee, at 429 Mississippi Street, Jackson, Mississippi 39201-1005.
2. All documentation filed by any party to an appeal must specify the assigned docket number and should be directed to the Executive Director, or his or her designee.

105 Exhaustion of remedies

No person may file an appeal with the Board until there has been an administrative decision by the Executive Director or, in the case of disability appeals, a decision by the Medical Board. Failure to exhaust administrative remedies, as herein provided, shall constitute a bar to any action in the courts, to the extent consistent with the laws of this state.

106 Judicial review

After an Order has been issued by the Board, an aggrieved party may file an appeal with the Circuit Court of the First Judicial District of Hinds County, Mississippi. Any such Notice of Appeal must be filed with the Hinds County Circuit Clerk within 30 days of the entry of the Order of the Board being appealed. Failure to file a Notice of Appeal within the time frame specified will act as a procedural bar and will leave the courts without jurisdiction to hear the appeal.

107 Assignment of Hearing Officer, setting of hearing and appearance

3. The Board may, by Order entered in its minutes, appoint a committee of the Board or such other qualified personnel as Hearing Officer.
4. The Executive Director shall set a date and time for the hearing. Unless otherwise ordered, hearings shall be held in the Hearing Room of the PERS Building located at 429 Mississippi Street, Jackson, Mississippi.
5. A Notice of Hearing shall be sent via United States mail to the appealing party and legal representative, if applicable.
6. If an appealing party fails to appear at the hearing, the Presiding Officer may proceed with the hearing and prepare a proposed statement of facts and recommendation to the Board based on the evidence presented at such hearing.

108 Continuances and rescheduling of hearings

7. Any request for a change or delay of a scheduled hearing must be made to the Executive Director in writing.
8. Continuances requested by any party shall be granted within the discretion of the Presiding Officer or Executive Director only for good cause shown.

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9. If a continuance is granted upon a request made less than 14 days prior to a scheduled hearing, the requesting party will be responsible for paying any costs of rescheduling. Payment must be received before a new hearing date will be scheduled.

10. When a continuance is granted or a hearing is rescheduled or relocated for any reason, each party shall be responsible for notifying their witnesses of the date, time and location of the hearing.

109 Witnesses for non-disability-related appeals

In an appeal, other than one from a decision of the Medical Board, each party shall file a list of witnesses who will testify at the hearing, as well as a brief summary of testimony to be given. Each party must file a witness list in compliance with this regulation no later than 10 days prior to the date of the hearing.

1. The list shall contain for each witness proposed to be called by the appealing party:
   a. Name;
   b. Relationship to the appealing party (e.g., co-worker, supervisor, spouse, etc.); and
   c. Brief summary of testimony to be given.
2. The list shall contain for each witness proposed to be called by PERS:
   a. Name;
   b. Employer;
   c. Title or position; and
   d. Brief summary of testimony to be given.

110 Conduct of hearing

1. Each party may be represented by an attorney.
2. At any hearing, the parties shall be entitled to enter an appearance (in person or by an attorney), present evidence, examine and cross-examine witnesses, make arguments, and generally participate in the conduct of the proceeding.
3. The Presiding Officer shall have the authority to administer oaths and affirmations.
4. The appealing party may request that attendance at such hearing be limited to individuals essential to the efficient conduct of the hearing, including but not limited to the claimant, attorneys, witnesses, employer representatives, Presiding Officer, Committee members, court reporter, and PERS administrative and support staff as are necessary. The filing of an appeal shall constitute a waiver of confidentiality only to the extent necessary to process and review the claim.
5. The Presiding Officer may clear the hearing room of witnesses not under examination. PERS may have a representative (in addition to its attorney) remain in the hearing room during the entire course of the hearing, even though the representative may testify. The appealing party may remain in the hearing room throughout the hearing.
6. The matter should be heard as directed by and by sole discretion of the Presiding Officer.
7. The Presiding Officer or any Committee member may question a witness during any part of the direct or cross-examination of such witness.
8. The Presiding Officer shall have the authority to maintain the decorum of the hearing and shall take reasonable steps to do so when necessary, including clearing the hearing room of any person who is disruptive.

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9. The Committee may also call upon any party or staff of PERS for further material or relevant evidence upon any issue. However, all parties at interest shall be given a reasonable opportunity to inspect such documents made a part of the record. Further, in the case of disability appeals, the Committee shall have the authority to defer a decision to request a medical evaluation or test or additional existing medical records not previously furnished by the claimant. Failure to provide the additional existing medical records within 90 days of notification of such request or refusal to submit to a medical evaluation or test will result in a recommendation being made by the Committee based on the available information. If, prior to the expiration of the 90-day period, an extension of time is requested in writing, the Executive Director may extend the 90-day period provided the applicant can demonstrate that failure to submit to the medical evaluation or test or to provide the additional information was due to circumstances beyond his or her control.
10. At the conclusion of all testimony, the Committee will adjourn and conclude the hearing. Thereafter, the Committee will retire to deliberate, after which the Committee will submit its proposed statement of facts, conclusions of law and recommendation, where applicable, solely for consideration by the Board. The Board has the sole authority to issue a decision relative to all claims on appeal by rendering its Order.

111 Evidence

1. The hearing shall be informal and formal rules of evidence shall not apply. In conducting a hearing, the Committee shall not be bound by the formal rules of evidence and no informality in any proceedings or in the manner of taking of testimony shall invalidate any order or decision of the Board.
2. All testimony to be considered by the Committee, except matters noticed officially or entered by stipulation shall be sworn testimony. Before giving testimony, each person shall swear or affirm that the testimony about to be given before the Committee shall be the truth, the whole truth and nothing but the truth.
3. The Presiding Officer will accept evidence and rule as to the admissibility of evidence that has not been submitted prior to the decision which is the subject of the appeal. All relevant evidence is admissible, but the Presiding Officer may exclude evidence if its probative value is outweighed by the danger of unfair prejudice, by confusion of the issues, or by considerations or undue delay, or needless presentation of cumulative evidence. The Presiding officer shall exercise reasonable control over the manner and order of cross-examining witnesses and presenting evidence.
4. Documents received into evidence by the Presiding Officer shall be marked and filed as a part of the record.
5. A copy of the composite exhibit to be introduced on behalf of PERS will be made available to the appealing party prior to the hearing. PERS may charge a fee for providing such copy in accordance with any applicable fee schedule adopted by the Board.
6. Summations of the evidence and the law may be heard in the discretion of the Presiding Officer.

112 Record of hearing

PERS will ensure that all hearings are recorded by electronic or stenographic means. The method used to record each hearing shall be determined by PERS. In response to a

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written request for a transcript of proceedings recorded by electronic means, PERS will provide an audio recording of the hearing. The requesting party must contact a certified court reporter to transcribe and certify, under penalty of perjury, on the transcript that he or she heard the witness sworn on the recording and that the transcript is a correct writing of the recording. It is the responsibility of the party requesting the transcript to pay any costs associated with preparation of the requested transcript.

Any party desiring a transcript of a hearing recorded by stenographic means shall make request of the court reporter in attendance and shall be responsible for the payment of the cost of preparation of the transcript.

In the event the claimant appeals the decision of the Board to the Circuit Court of Hinds County, a certified copy of the transcript must be provided to the Executive Director with cost to be borne by the appealing party.

1. **Order to be filed upon completion of hearing**
After all evidence is heard or received and the hearing is completed and the Committee's deliberation is concluded, the Committee shall certify the record described in Miss. Code Ann. § 25-11-120 (1972, as amended) to the Board. The record shall include the Committee's proposed statement of fact and recommendation. In no case – other than those specifically left open for additional documentation requested by the Committee – shall evidence received after the hearing be included as part of the record for review by the Board. The Board shall receive the record and make its determination based solely on matters contained therein. Such determination shall be final. A copy of the Order shall be sent by the Executive Director to each party or his or her attorney.

2. **Service of notices and Orders by the Board**
All notices and orders required to be served by the Board, the Hearing Officer or the Executive Director may be served by mail and service thereof shall be complete when a true copy of such document, properly addressed and stamped, is deposited in the United States mail.

3. **Amendment, validity, and enforcement of rules**
- The Board may, from time to time, amend these rules or promulgate new rules.
- If any one or more of these rules is found to be invalid by any court of competent jurisdiction, such finding shall not affect the validity of any other of these rules.
- The Board shall have the authority, duty and responsibility to abide by and enforce these rules.

4. **Fees**
The Board may, by order entered in its minutes, assess and collect fees to offset costs related to the conduct of hearings, including, but not limited to, court reporter fees, medical testimony fees, copying costs, etc.

(History of PERS Board Regulation 42: Adopted September 20, 1993; amended December 15, 1997; amended October 1, 1998; amended December 1, 1999; amended July 1, 2002; amended January 19, 2004; amended and reformatted August 1, 2007; amended October 1, 2009; amended effective April 1, 2010; amended effective August 1, 2014; amended effective June 1, 2015; amended effective December 1, 2017)

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§ 25-11-115 Options.

(1) Upon application for superannuation or disability retirement, any member may elect to receive his or her benefit in a retirement allowance payable throughout life with no further payments to anyone at the member's death, except that if the member's total retirement payments under this article do not equal the member's total contributions under this article, the named beneficiary shall receive the difference in cash at the member's death. Or the member may elect upon retirement, or upon becoming eligible for retirement, to receive the actuarial equivalent subject to the provisions of subsection (3) of this section of his or her retirement allowance in a reduced retirement allowance payable throughout life with the provision that:

Option 1. If the retired member dies before he or she has received in annuity payment the value of the member's annuity savings account as it was at the time of the member's retirement, the balance shall be paid to the legal representative or to such person as the member has nominated by written designation duly acknowledged and filed with the board;

Option 2. Upon the retired member's death, his or her reduced retirement allowance shall be continued throughout the life of, and paid to, such person as the member has nominated by written designation duly acknowledged and filed with the board of trustees at the time of his or her retirement;

Option 3. Upon the retired member's death, one-half (½) of his or her reduced retirement allowance shall be continued throughout the life of, and paid to, such person as the member has nominated by written designation duly acknowledged and filed with the board of trustees at the time of his or her retirement, and the other one-half (½) of his or her reduced retirement allowance to some other designated beneficiary;

Option 4. Upon the retired member's death, three-fourths (¾) of his or her reduced retirement allowance, or such other specified amount, shall be continued throughout the life of, and paid to, such person as the member has nominated by written designation duly acknowledged and filed with the board of trustees at the time of his or her retirement;

Option 4-A. Upon the retired member's death, one-half (½) of his or her reduced retirement allowance, or such other specified amount, shall be continued throughout the life of, and paid to, such person as the member has nominated by written designation duly acknowledged and filed with the board of trustees at the time of his or her retirement;

Option 4-B. A reduced retirement allowance shall be continued throughout the life of the retirant, but with the further guarantee of payments to the named beneficiary or beneficiaries for a specified number of years certain. If the retired member or the last designated beneficiary both die before receiving all guaranteed payments due, the actuarial equivalent of the remaining payments shall be paid to the successors of the

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retired member under Section 25-11-117.1(1);

Option 6. Any member who became a member of the system before July 1, 2007, and who has at least twenty-eight (28) years of creditable service at the time of retirement or who is at least sixty-three (63) years of age and eligible to retire, may select the maximum retirement benefit or an optional benefit as provided in this subsection together with a partial lump-sum distribution. Any member who became a member of the system on or after July 1, 2007, but before July 1, 2011, and who has at least twenty-eight (28) years of creditable service at the time of retirement may select the maximum retirement benefit or any optional benefit as provided in this subsection together with a partial lump-sum distribution. Any member who became a member of the system on or after July 1, 2011, but before March 1, 2026, and who has at least thirty-three (33) years of creditable service at the time of retirement may select the maximum retirement benefit or any optional benefit as provided in this subsection together with a partial lump-sum distribution. Any member who became a member of the system on or after March 1, 2026, shall not be eligible for a partial lump-sum distribution. The amount of the lump-sum distribution under this option shall be equal to the maximum monthly benefit multiplied by twelve (12), twenty-four (24) or thirty-six (36) as selected by the member. The maximum retirement benefit shall be actuarially reduced to reflect the amount of the lump-sum distribution selected and further reduced for any other optional benefit selected. The annuity and lump-sum distribution shall be computed to result in no actuarial loss to the system. The lump-sum distribution shall be made as a single payment payable at the time the first monthly annuity payment is paid to the retiree. The amount of the lump-sum distribution shall be deducted from the member's annuity savings account in computing what contributions remain at the death of the retiree and/or a beneficiary. The lump-sum distribution option may be elected only once by a member upon initial retirement, and may not be elected by a retiree, by members applying for a disability retirement annuity, or by survivors.

(2) No change in the option selected shall be permitted after the member's death or after the member has received his or her first retirement check except as provided in subsections (3) and (4) of this section and in Section 25-11-127. Members who are pursuing a disability retirement allowance and simultaneously or later elect to begin to receive a service retirement allowance while continuing to pursue a disability retirement allowance, shall not be eligible to select Option 6 and that option may not be selected at a later time if the application for a disability retirement allowance is voided or denied. However, any retired member who is receiving a retirement allowance under Option 2 or Option 4-A upon July 1, 1992, and whose designated beneficiary predeceased him or her or whose marriage to a spouse who is his or her designated beneficiary is terminated by divorce or other dissolution, upon written notification to the retirement system of the death of the designated beneficiary or of the termination of the retired member's marriage to the designated beneficiary, the retirement allowance payable to the member after receipt of that notification by the retirement system shall be equal to the retirement allowance that would have been payable if the member had not elected the option. In addition, any retired member who is receiving the maximum retirement allowance for life, a retirement allowance under Option 1 or who is receiving a retirement allowance under Option 2 or Option 4-A on July 1, 1992, may elect to provide survivor benefits under Option 2 or Option 4-A to a spouse who was not previously the member's beneficiary and whom the member married before July 1, 1992.

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(3) Any retired member who is receiving a reduced retirement allowance under Option 2, Option 4 or Option 4-A whose designated beneficiary predeceases him or her, or whose marriage to a spouse who is his or her designated beneficiary is terminated by divorce or other dissolution, may elect to cancel the reduced retirement allowance and receive the maximum retirement allowance for life in an amount equal to the amount that would have been payable if the member had not elected Option 2, Option 4 or Option 4-A. That election must be made in writing to the office of the executive director of the system on a form prescribed by the board. Any such election shall be effective the first of the month following the date the election is received by the system; however, the election may be applied retroactively for not more than three (3) months but no earlier than the first of the month following the date of the death of the beneficiary.

(4) Any retired member who is receiving the maximum retirement allowance for life, or a retirement allowance under Option 1, and who marries after his or her retirement may elect to cancel the maximum retirement allowance and receive a reduced retirement allowance under Option 2, Option 4 or Option 4-A to provide continuing lifetime benefits to his or her spouse. That election must be made in writing to the office of the executive director of the system on a form prescribed by the board not earlier than the date of the marriage and not later than one (1) year from the date of the marriage. Any such election shall be effective the first of the month following the date the election is received by the system.

(5)

(a) Except as otherwise provided in this subsection, if the election of an optional benefit is made after the member has attained the age of sixty-five (65) years, the actuarial equivalent factor shall be used to compute the reduced retirement allowance as if the election had been made on his or her sixty-fifth birthday; however, from and after January 1, 2003, if there is an election of Option 6 after the member has attained the age of sixty-five (65) years, the actuarial equivalent factor based on the retiree's age at the time of retirement shall be used to compute the reduced maximum monthly retirement allowance. However, if a retiree marries or remarries after retirement and elects either Option 2 or Option 4-A as provided in subsection (2) or (4) of this section, the actuarial equivalent factor used to compute the reduced retirement allowance shall be the factor for the age of the retiree and his or her beneficiary at the time such election for recalculation of benefits is made.

(b) For members who retire on or after July 1, 2012, the actuarial equivalent factor used to compute the reduced retirement allowance at retirement or upon any subsequent recalculation of the benefit shall be the factor for the age of the retiree and his or her beneficiary at the time of retirement or at the time an election for recalculation of benefits is made.

(6) Notwithstanding any provision of Section 25-11-1 et seq., no payments may be made for a retirement allowance on a monthly basis for a period of time in excess of that allowed by federal law.

(7) If a retirant and his or her eligible beneficiary, if any, both die before they have received in annuity payments a total amount equal to the accumulated contributions standing to the retirant's credit in the annuity savings account at the time of his or her retirement, the

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difference between the accumulated contributions and the total amount of annuities received by them shall be paid to such persons as the retirant has nominated by written designation duly executed and filed in the office of the executive director. If no designated person survives the retirant and his or her beneficiary, the difference, if any, shall be paid under Section 25-11-117.1(1).

(8) Any retired member who retired on Option 2(5) or 4-A(5) before July 1, 1992, who is still receiving a retirement allowance on July 1, 1994, shall receive an increase in the annual retirement allowance effective July 1, 1994, equal to the amount they would have received under Option 2 or Option 4-A without a reduction for Option 5 based on the ages at retirement of the retiree and beneficiary and option factors in effect on July 1, 1992. That increase shall be prospective only.

END OF RFP

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ATTACHMENT A
PERS Contract

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Attachment A

PERS
of MISSISSIPPI

This Contract ("Contract") is made by and between the Public Employees' Retirement System of Mississippi ("PERS") whose address is 429 Mississippi Street, Jackson, Mississippi 39201 and _____ ("Contractor"), whose address is _____ on the _____ day of _____, 2026, under the following terms and conditions:

1. Scope of Services: The scope of services is as follows: _____.

2. Period of Performance: The Contract period shall be from _____ through _____.

3. Consideration: As consideration for the performance of this Contract, the Contractor shall be paid a fee not to exceed _____ in accordance with the terms of this Contract. The Contractor shall invoice PERS as outlined under paragraphs 4 and 5 of this Contract.

4. E-Payment: The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies" which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. *See* Mississippi Code Annotated § 31-7-301, *et seq*.

5. Payment Method: Payments by state agencies using the State's automated accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Contract. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

6. Payment of Taxes: The Contractor shall be liable for all taxes. PERS will not be responsible for paying any taxes, including but not limited to use, excise, personal property, or sales tax.

7. Availability of Funds: It is expressly understood and agreed that the obligation of PERS to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing 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 funds were provided or if funds are not otherwise available to PERS, PERS shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost, or expenses to PERS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. PERS shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.

8. Representation Regarding Contingent Fees: The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid proposal.

9. Representation Regarding Gratuities The Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of PERS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, and any other action or decision related to this contract. Contractor further represents that no employee or former employee of PERS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor.

10. Applicable Law and Venue: 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 venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations. The Contractor expressly agrees that under no circumstances shall PERS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to the Contractor. Further, nothing in this Contract shall affect any statutory rights that PERS may have, and such rights cannot be waived or limited by contract.

11. Assignment: The Contractor shall not assign, subcontract, or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of PERS. Any attempted assignment or transfer without said consent shall be void and of no effect.

12. Compliance with Laws: The Contractor understands that PERS is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination based on race, color, sex, age, national origin, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

13. Transparency: This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. § 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. § 27-104-151, *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Department of Finance and Administration's independent Agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information or any other information that is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

14. Employee Status Verification System: If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§71-11-1, *et seq.* (1972, as amended) The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Contractor agrees to provide a copy of each such verification. The Contractor further represents and warrants that any person assigned to perform services

hereafter meets the employment eligibility requirements of all immigration laws. The breach of which may subject the Contractor to the following:

(a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(b) the loss of any license, permit, certification, or other document granted to the Contractor by an Agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year or, both; and/or

(c) in the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

15. Independent Contractor: The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for PERS. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on PERS. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of PERS; and PERS shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. It is expressly understood and agreed that PERS enters into this Contract with the Contractor based on the procurement of professional services and not based on an employer-employee relationship. For all purposes under this Contract, it is understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to the Contractor shall be paid as a gross sum with no withholdings or deductions being made by PERS for any purpose from said Contract sum. The Contractor accepts exclusive responsibility for the payment of Federal Income Tax, State tax, Social Security, and any other withholdings that may be required.

The Contractor represents that it is qualified to perform the duties to be performed under this Contract and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of PERS. Any person assigned by the Contractor to perform the services hereunder shall be the employee of the Contractor, who shall have the sole right to hire and discharge its employee. PERS may, however, direct the Contractor to replace any of its employees under this Contract. The Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of PERS. Any employee or subcontractor of the Contractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All employees and subcontractors of the Contractor who will be working at such locations shall be covered by the Contractor's comprehensive general liability insurance policy. The Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither the Contractor nor its employees are entitled to state retirement or leave benefits.

16. Termination for Convenience:

(a) *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective.

(b) *Contractor's Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. Termination for Default:

(a) *Default*. If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof, or otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) *Contractor's Duties*. Notwithstanding termination of the Contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(c) *Compensation*. Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(d) *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience."

(e) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(f) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

18. Termination upon Bankruptcy: This Contract may be terminated in whole or in part by PERS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Contract, but in no case shall said compensation exceed the total Contract price.

19. Modification or Renegotiation: This Contract may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal or state revisions of any applicable laws or regulations make changes in this Contract necessary.

20. Ownership of Documents and Work Papers: PERS shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, whether completed or in progress, created in connection with this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall destroy or deliver such documents and work papers to PERS upon termination or completion of the Contract.

21. Indemnification: To the fullest extent allowed by law, the Contractor shall indemnify, defend, save, and hold harmless, protect, and exonerate PERS, its affiliates, directors, officers, employees, agents, representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, causes of action, damages, losses, penalties, fines, orders, judgements, costs, charges, settlements, investigative fees, attorney's fees, and all other related expenses or costs of any kind and nature whatsoever arising out of or caused by (a) any act or failure to act of Contractor and/or its partners, principals, agents, employees and/or subcontractors that is contrary to the terms or obligations under this Contract; (b) the grossly negligent or reckless acts or omissions or willful misconduct of the Contractor and/or its partners, principals, agents, employees and/or subcontractors; (c) a material breach of this Contract by Contractor; (d) a material breach by Contractor of any implied representations and warranties made under this Contract; (e) any violation of any applicable law(s) by Contractor and/or its partners, principals, agents, employees and/or subcontractors; (f) any action related to Confidential Information that is directly related to any act or failure to act of Contractor and/or its partners, principals, agents, employees and/or subcontractors; (g) a Security Event experienced or caused by Contractor and/or its partners, principals, agents, employees, and/or subcontractors; and (h) any infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, or other intellectual property right asserted by any third party against PERS in connection with the provision, use, or possession of any of the Service or any work product or deliverable resulting from this Contract.

22. Third Party Action Notification: The Contractor shall notify PERS in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or PERS by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract. Failure of the Contractor to provide such written notice to

PERS shall be considered a material breach of this Contract, and PERS may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

23. Notices: All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by email provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or by overnight courier with signed receipt, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

_____
_____
_____
_____
_____

For PERS:
Attn: Melanie Estridge
Sr. Deputy, Administrative Services
429 Mississippi Street
Jackson, MS 39201
mtestridge@pers.ms.gov

24. Severability: If any term or provision of this Contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, such provision or term will be deemed null and void only to the extent necessary, and the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

25. Entire Contract: This Contract (along with any exhibits, amendments, statements of work, security controls, or other documents contemplated herein) constitutes the entire agreement of and between PERS and Contractor, and supersedes any prior or contemporaneous agreements, contracts, proposals, representations, understandings, or negotiations, oral or written, between them with respect to the subject matter hereof.

26. Failure to Enforce: Failure by PERS, at any time, to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of PERS to enforce any provision at any time in accordance with its terms.

27. Sovereign Immunity: By entering this Contract with the Contractor, PERS and the State of Mississippi, in no way, waive sovereign immunities or defenses, as provided by law. Contractor acknowledges that the individual executing the Contract on behalf of PERS is doing so in his/her official capacity only, and to the extent any provision contained in the Contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

28. Intellectual Property:

(a) All data files and information submitted by or collected by Contractor on behalf of PERS will remain the property of PERS, and as such PERS shall retain all rights, title, and interest in and to its intellectual property rights in any data and information provided to Contractor in relation to this Contract.

(b) All work products or deliverables of any kind as well as any adaptation, modification, creation and/or manufacturing of things based on, derivative works of, reproduction, distribution, broadcast or exhibition of such work products or deliverables, which result from performance under this Contract or otherwise on

behalf of PERS shall be deemed the sole and exclusive property of PERS, with Contractor assigning all right, title, and interest in and to such work products or deliverables to PERS.

(c) Contractor acknowledges that PERS owns all PERS trademarks, and any goodwill derived from the use of any of PERS's trademarks by Contractor under this Contract insures solely to the benefit of PERS.

29. Trade Secrets, Commercial, and Financial Information: It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

30. Stop Work Order:

(a) *Order to Stop Work.* PERS may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agree, PERS shall either:

(1) cancel the stop work order; or,

(2) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Contract.

(b) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if:

(1) the stop work order results in an increase in the time required for, or in the Contractor's properly allocable to, the performance of any part of this Contract; and,

(2) Contactor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

(c) *Termination of Stopped Work.* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(d) *Adjustments of Price.* Any adjustment in the Contract's price made pursuant to this clause shall be determined in accordance with the Consideration clause of this Contract.

32. Authority to Contract: Contractor warrants: (1) that it is a validly organized business with valid authority 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 or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

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

34. Insurance: At all times the Contractor is performing under this Contract, the Contractor shall, at its own expense, maintain insurance which includes the following minimum types of coverage:

(a) ***Workers' Compensation*** as required by the laws of the State of Mississippi;

(b) ***Comprehensive General Liability Insurance*** in an amount commensurate with the Contractor's responsibilities and liabilities under this contract;

(c) ***Comprehensive Professional Liability and/or Errors & Omissions Insurance*** in an amount commensurate with the Contractor's responsibilities and liabilities under this contract, including but not limited to, any fiduciary duty owed to PERS;

(d) ***Employee Dishonesty or Fidelity Bond Insurance*** with third party liability coverage in an amount commensurate with the Contractors' responsibilities and liabilities under this contract; and

(e) ***Cybersecurity Insurance*** in an amount commensurate with the Contractor's responsibilities and liabilities under this contract, which shall at minimum be an amount sufficient to cover any and all losses, security breaches, privacy breaches, unauthorized distribution or release of any data transferred to or accessed by Contractor under or as a result of this Contract. This insurance must provide sufficient coverage for the Contractor and affected third parties for the review, repair, notification, remediation, and other response to such events, including but not limited to breaches or similar incidents pursuant to Mississippi Code Section 75-24-29 or any other applicable federal, state, or local law or regulation.

All insurance policies shall list PERS as an additional insured. The Contractor must furnish to PERS certificates evidencing such insurance is in effect, and any other relevant documentation, within three business days of a request by PERS. PERS reserves the right to request certificates of insurance directly from Contractor's insurance carrier. Insurance policies must be issued by responsible and recognized insurers satisfactory to PERS, and having a minimum A.M. Best Rating of A VIII, covering Contractor's activities in connection with this Contract. All insurance procured or maintained by Contractor shall be primary.

35. Force Majeure: Neither party shall be liable for any default or delay of its obligations under this Contract to the extent caused by, and only for the duration of, a natural disaster, act of God, act of war or terrorism, quarantine restrictions, riot, or decrees of governmental bodies not the fault of the affected party and/or beyond its reasonable control (hereinafter referred to as a "Force Majeure Event"), provided the party who has been so affected makes all reasonable efforts to comply with its obligations and mitigate against the effects of such event to resume performance.

The party affected by any such Force Majeure Event shall notify the unaffected party of such occurrence and its expected duration and impact on such affected party's performance at the earliest reasonable opportunity.

Upon notice of and throughout a Force Majeure Event, the expiration date of the Contract may be extended, by mutual written consent, for a period of time equal to the time that performance of the Contract is so excused. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

36. Usage of PERS System and/or Equipment: Contractor may receive access to PERS' computers and IT systems, including but not limited to applications, voicemail, email, databases, internet, and intranet systems (collectively "Systems"). Such Systems are intended for legitimate business use related to PERS' business and Contractor's Services under this agreement. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and PERS in the use or access to PERS' Systems and that all communications made with such Systems or equipment by or on behalf of Contractor are subject to PERS' scrutiny, use and disclosure, in PERS' discretion. PERS reserves the right, for business purposes, to monitor, review, audit, intercept, access, archive and/or disclose materials sent over, received by or from, or stored in any of its Systems.

37. No Limitation of Liability: Nothin in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

38. Confidential Information and Data Security:

(a) *Definitions*: As used in this Contract, the following terms shall have the following meanings:

(i) *Appropriate Safeguards:* technical, physical, and organization measures, standards, requirements, specifications, or obligations designed to ensure a level of confidentiality, integrity, and availability, appropriate to the risks presented by the nature of PERS confidential information which are commensurate with a framework or industry standard applicable to Contractor and selected from (1) Privacy and IT Security Best Practices (as defined by ISO 27001/27002); (2) Cloud Security Alliance assessments against the Cloud Controls Matrix (for hosted services); (3) SSAE 16, SOC 2 and SOC 3 auditing standards, and (4) NIST's cybersecurity standards and/or guidance.

(ii) *Confidential Information*: includes, but is not limited to, (a) any information or data uploaded by or for PERS and PERS's officers, employees, agents, or representatives that is processed or collected through this Contract; (b) any other data or information (written, oral, or electronic) disclosed by PERS to Contractor or that Contractor has access to by its performance under this Contract, which shall be deemed to include the following information of PERS, without limitation: (i) member information, technical data, contracts, and financial information; (ii) computer programs, code, and software; (iii) information about costs, revenues, profits, and donations; (iv) plans for future development; (v) all and other data of any kind or description, including electronic data recorded or retrieved by any means, that have been or will be disclosed; or (vi) or any other Personally Identifiable Information (PII) not otherwise included in the above; and/or (c) any other sensitive, confidential, proprietary, and/or non-public information that is designated confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure.

Confidential information does not include any public information and/or any information that PERS may be required to publicly disclose pursuant to Mississippi law.

(iii) *Data Laws*: mean any federal, state, or local law (including common law), statute, ordinance, rule, regulation, or any industry standards applicable to data privacy, data security, or Confidential Information, in any relevant jurisdiction, including but not limited to Mississippi law and, to the extent applicable, the Health Insurance Portability and Accountability Act ("HIPAA"), as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act").

(iv) *PERS Data:* any data that is PERS' or data that is collected by or provided to Contractor in connection with the Services provided under this Contract, including but not limited to Confidential Information.

(v) *Personally Identifiable Information (PII)*: is any and all data (regardless of format) that (i) identifies or that can be used to identify, contact, or locate a natural person; or (ii) pertains in any way to an identified natural person, meaning any information relating to an identified or identifiable individual. For the avoidance of doubt, PII includes, but is not limited to, (i) any personal information as defined by Miss. Code § 75-24-29; (ii) addresses, phone numbers, passport numbers, driver's license numbers, usernames, passwords, credit or debit card numbers, bank account numbers, other financial account numbers, personal identification numbers, dates of birth, Social Security Numbers; or (iii) any other unique identification information. PII does not include publicly available information, nor does it include information that is lawfully made available to the general public from local, state, or federal records.

(vi) *Process, Processed, and/or Processing*: in connection with the Services provided under this Contract, any operation or set of operations which is performed on PERS Data or on sets of PERS Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(vii) *Security Event*: is any event where there is (i) the loss or misuse (by any means) of or any Confidential Information; (ii) the inadvertent, unauthorized, and/or unlawful disclosure, processing, alteration, control, tampering, access, use, corruption, sale, rental, or destruction of any Confidential Information or other PERS's data information, software, technology, networks, websites, and/or any other breach with respect to any Confidential Information; (iii) any compromise or vulnerability of the services provided under the this Contract which has resulted or could reasonably likely to result in any of the events described in clauses (i) or (ii) above; or any other breach of security as defined by Miss. Code § 75-24-29.

(viii) *Subcontractor:* any third party that Contractor engages in furtherance of providing Services under this agreement.

(b) *Receipt and Ownership of Confidential Information.* As part of this Contract and the relationship established hereby, Contractor may receive certain Confidential Information, as defined above, whether orally or in writing. Any PERS Data received by Contractor will be and remain, as between the Parties, the property of PERS. Contractor will not assert a lien or other right against PERS Data, nor will Contractor commercially exploit PERS Data. Contractor acknowledges and agrees that PERS retains all right, title and interest in the PERS Data, notwithstanding any reformatting, modification,

reorganization or adaptation of the PERS Data (in whole or in part) during its incorporation, storage, or processing, or the creation of derivative works from the PERS Data. Contractor shall process PERS data only for the purpose of performing the Services under this agreement, pursuant to documented instructions from PERS, or when required to do so by applicable law and, to the extent allowed by that law, the Contractor informs PERS of the legal requirement before Processing.

(c) *Maintaining Confidentiality.* Contractor shall at all times: (i) protect the Confidential Information from and against unauthorized use, disclosure, modification, or loss with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; (ii) not use the Confidential Information except to the extent necessary to exercise rights or fulfill its obligations under this Contract; and (iii) keep the Confidential Information strictly confidential and shall not disclose any of the Confidential Information to any other person or entity, or take or use any of the Confidential Information for its own purposes (except as may be necessary in connection with the performance of its obligations under this Contract), except (i) if such Confidential Information becomes generally known to the public, other than due to a breach of this Contract by the party receiving the Confidential Information hereunder; or (ii) in connection with the enforcement of this Contract. Contractor may disclose the Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the Contractor: (a) promptly notifies PERS of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to PERS in any lawful efforts by PERS to resist or limit the disclosure of such Confidential Information.

(d) *Safeguards.* To the extent applicable, Contractor shall comply with all relevant Data Laws, and Contractor will maintain reasonable administrative, physical, and technical safeguards for the security and protection of the confidentiality, and integrity of any PERS's data, information, software, technology, networks, Confidential Information, and/or websites to which it has access. Those safeguards shall include, but will not be limited to, (i) measures to preventing unauthorized access, use, modification, or disclosure of PERS data, information, and Confidential Information; (ii) reasonable protections and encryption in transmission and when stored at no less than the Advanced Encryption Standard; (iii) a Disaster Recovery Plan and/or a Business Continuity Plan~~tr~~, maintained at all times during the term of this Contract, that will require Contractor to resume full performance of the Services within the prescribed terms after an interruption due to a disaster or other circumstance outside Contractor's control; (iv) off-site back-up storage on a daily basis of all data and materials of any type whatsoever which are related to the Contractor's obligations under the contract or which are produced in whole or in part in connection with the contract; (v) measures that ensure Contractor will physically secure and maintain control over all paper and electronic media (e.g., computers, electronic media, paper receipts, paper reports, and faxes) that contain PERS data, information and/or Confidential Information; (vi) data location restrictions that limit the storage, processing, and/or access to any PERS data, information and Confidential Information to only within the continental United States; (vii) annual data security and privacy training to all Contractor principals, agents, or employees which is appropriate to train any personnel providing services to PERS under this contract an appropriate understanding of data security risks and current best practices; (viii) implementation of reasonable vulnerability scans and virus detection/intrusion software; (ix) measures to restrict access to PERS data, information, and/or Confidential Information to an "as needed" basis only; (x) take commercially reasonable measures consistent with the highest industry standards to prevent the introduction of malware or disabling code; and (xi) any other safeguards or security controls as set forth in this Contract (or any document related thereto). Contractor shall ensure that it regularly, but in no event less than annually, evaluates, tests and monitors the effectiveness of its safeguards, and shall promptly adjust and/or update its safeguards as reasonably warranted by the results of such evaluation, testing, and monitoring. If PERS requests that Contractor implement additional security measures, Contractor shall not unreasonably refuse or delay implementation of such measures. PERS shall have the right to audit

Contractor's data security and privacy compliance with this Contract (or any other document related thereto) and/or with any applicable local, state, federal, or international law(s). Such audits shall be conducted during Contractor's normal business hours, upon reasonable prior notice, and no more frequently than once per year during the term of the Contract, unless in response to a Security Event or otherwise agreed to by the parties. Contractor shall promptly respond to and remediate any deficiencies identified in such audit. Contractor shall respond to any security survey which PERS requests and shall provide SOC reports and their response annually.

(e) *Subcontractors.* PERS acknowledges and agrees that Contractor may engage subcontractors or other third parties to process PERS data, information, and Confidential Information, provided that Contractor obtains prior written approval from PERS. Contractor shall limit the disclosure of PERS's data, information, and/or Confidential Information to those of its principals, agents, employees, and/or subcontractors with a need to access such Confidential Information to exercise its rights and obligations under this Contract, provided that all such principals, agents, employees, and/or subcontractors are subject to binding disclosure and use restrictions at least a protective as those set forth herein. Any subcontractor or other third party used by Contractor to perform under this Contract must adhere to all terms of this Contract, including, but not limited to, any requirements, obligations, or restrictions relating to data security and privacy and/or Confidential Information, and Contractor shall enter into a written contract or other legally binding agreement with subcontractor imposing the same data security and privacy requirements, obligations, or restrictions and requiring the subcontractor to provide sufficient guarantees to implement and maintain reasonable administrative, physical, and technical measures. Contractor shall be liable for the subcontractor's acts and omissions to the same extent as if such acts and omissions were performed by Contractor.

(f) *Notification of Security Event.* Contractor shall immediately, and in any case within 72-hours, notify PERS of any Security Event or suspected Security Event. Contractor shall immediately investigate any such Security Event and immediately take all necessary steps to eliminate or contain the exposures that led to such Security Event. Contractor shall make such notification in writing and shall provide the following information: (i) the nature and scope of the Security Event, (ii) any unauthorized access to or use of Confidential Information, (iii) any unauthorized disclosure, misuse, alteration, destruction or other compromise of Confidential Information by Contractor, its workforce, or its subcontractors, of which Company becomes aware, and (iv) the remedial action taken or proposed to be taken with respect to such misuse or disclosure to restore the security of the information systems compromised in the Security Event in order to prevent further unauthorized acquisition, release, or misuse of Confidential Information. Such notification obligation shall remain in perpetuity throughout the Security Event. Contractor will (i) at PERS's sole discretion, either undertake Remediation Efforts (as defined below) at its sole expense or reimburse PERS for PERS's reasonable costs and expenses in connection with taking Remediation Efforts, and (ii) ensure that the plan associated with such Remediation Efforts includes components aimed at preventing the recurrence of the same type of Security Event. PERS shall have the sole right to determine its own Remediation Efforts and also whether Contractor's Remediation Efforts are reasonable, and (i) whether notice of any Security Event will be provided to any individuals, regulators, law enforcement agencies, or consumer reporting agencies and (ii) the contents of such notice, whether any type of remediation may be offered to affected individuals, and the nature and extent of any such remediation. Notwithstanding anything in this Contract to the contrary, PERS reserves the right to use Contractor's name in the notification of any such Security Event. At the sole discretion of PERS, Contractor agrees to either provide such notice or reimburse PERS for the actual costs of notification. Contractor agrees to pay associated mitigation expenses incurred by PERS including, but not limited to, costs associated with providing notice, printing, mailing, credit monitoring, identity theft protection, call center services, etc., if PERS determines in its sole discretion that a Security Event by Contractor is significant enough to warrant such measures.

(g) *Remediation Efforts.* Contractor will consult with PERS regarding any Remediation Efforts with respect to any Security Event related to its services under this agreement and associated PERS data or other information. For the purposes of this Section, "Remediation Efforts" means, with respect to any Security Event, activities designed to remedy a Security Event which may be required by a Data Law or by PERS policy or procedures, or which may otherwise be necessary, reasonable, or appropriate under the circumstances, commensurate with the nature of such Security Event. Remediation Efforts may include, but are not limited to: (i) development and delivery of legal notices to affected individuals or other third parties as may be required by a Data Law or as otherwise appropriate; (ii) establishment and operation of toll-free telephone numbers (or, where toll-free telephone numbers are not available, dedicated telephone numbers) for affected individuals to receive specific information and assistance; (iii) provision of free credit reports, credit monitoring and credit or identity repair services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory inquiries and other similar actions; (vi) undertaking of investigations (internal or external) of such Security Event; and (vii) cooperation with and response to litigation with respect to such Security Event.

(h) *Reconstruction of Data*: If any PERS Data held by Contractor is lost or destroyed for any reason – other than documented instruction from PERS to destroy such data – the Contractor shall, at its own expense, promptly reconstruct such documents, files, data or programs from the back-up materials Contractor is required to maintain under this contract. Contractor shall provide priority allocation of time and resources necessary to promptly complete such reconstruction.

(i) *Effects of Termination.* Any other remedy notwithstanding, PERS reserves the right to terminate this Contract immediately upon written or verbal notice to PERS should a material breach of the "Confidential Information" clause or any related clauses or a Security Event occur or be threatened. The parties agree that Contractor's disclosure of Confidential Information, except as provided herein, may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such breach or threatened breach of the "Confidential Information" clause or related clauses or Security Event, PERS may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to PERS under this Contract, at law, or in equity.

(j) *Data Return and Destruction.* Upon PERS's request, upon termination of this Contract, or as otherwise directed by PERS, Contractor shall return all originals, copies, duplicates, reproductions, printouts, and/or summaries of all PERS data, information, and/or Confidential Information as well as any other tangible materials or devices provided by PERS, or at PERS's discretion, destroy such information and materials and provide written confirmation of said destruction by the Contractor to PERS within 30 days of PERS's request or the date of termination or completion of this Contract. Contractor shall ensure that any residual magnetic, optical, or electrical representation of PERS data, information, and/or Confidential Information that has been deleted may not be retrieved or reconstructed when storage media is transferred, becomes obsolete, or is no longer usable or required under the Contract. Contractor shall (1) render data unreadable when storage is recycled, disposed of, or accessed by any means outside of authorized applications; (2) ensure that data retention and destruction aligns with PERS requirements and policies as well as comply with Data Laws; and (3) ensure PERS Data stored on Contractor media (e.g., hard drive, optical discs, tapes, paper, etc.) is rendered unreadable or unattainable in accordance with the NIST Guidelines for Media Sanitization (Special Pub 800-88) prior to the media being recycled or otherwise disposed. Contractor shall ensure that no PERS Confidential Information is comingled with that of other trading partners to the extent Contractor would be unable to fulfill the requirements of this paragraph.

(k) PERS shall have the right to amend the "Confidential Information and Data Security" clause requirements on 30 days prior notice to Contractor. If Contractor is unable or unwilling to comply with the revised requirements, Contractor must notify PERS at its earliest reasonable opportunity.

(l) *Survival of Obligations.* The "Confidential Information and Data Security" clause and all related clauses shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of the Contract so long as Contractor has Confidential Information.

This Contract has been entered into and executed by the parties hereto as of the day and year first above written.

H. RAY HIGGINS JR. EXECUTIVE DIRECTOR PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF MISSISSIPPI	*(Insert the name of the Contractor)*
Date: _____	Date: _____

ATTACHMENT B
PERS Confidentiality Agreement

RESTRICTED CONFIDENTIAL INFORMATION
The information contained herein shall be used only for responding to this RFP and is not for general distribution.

Attachment B

PERS of MISSISSIPPI

Confidentiality Agreement

I, _____, _____, in order to
Name *Title*

submit a proposal for future disability determination services to PERS, do hereby acknowledge and agree to the following:

1. Certain data and information will be made available by PERS to _____
Vendor Name
to enable _____ to perform services necessary in order to prepare
Vendor Name
a proposal to PERS for disability evaluation and determination services.

2. Mississippi law provides that the contents of PERS' member records will not be disclosed without prior written consent of the individual to whom the record pertains. Data and information provided to _____ is confidential and shall not be made *Vendor Name*
available to any individual or organization by _____ without *Vendor Name*
prior written approval of PERS.

3. The confidentiality of any and all data and information provided by PERS to me directly or through _____ will be upheld and protected. All such data and information will
Vendor Name
be handled and processed in a manner to preserve its confidentiality and it will not be revealed or divulged to any individual or organization.

4. All data files or information supplied by PERS and any duplicates or printouts made by the vendor must be destroyed, by the vendor and written confirmation of said destruction by the vendor to PERS, must be received no later than 30 days after manufacturing and shipping of member statements.

Witness my signature this the _____ day of _____ 2026.

_____
Signature

ATTACHMENT C
PERS Independent Medical Reviewer Cybersecurity & Privacy Practices Questionnaire

RESTRICTED CONFIDENTIAL INFORMATION
The information contained herein shall be used only for responding to this RFP and is not for general distribution.

Attachment C

PERS Confidentiality and Information Protection Acknowledgment

(Independent Medical Reviewer – Limited Access)

In connection with the performance of disability case review services for the Public Employees' Retirement System of Mississippi ("PERS"), the undersigned acknowledges that they may be granted limited, on-site access to confidential, sensitive, and/or protected information, including personally identifiable information (PII) and protected health information (PHI), relating to PERS members.

The undersigned agrees and certifies as follows:

1. **Confidentiality of PERS Information**

   All PERS information accessed or reviewed is confidential and shall be protected from unauthorized access, use, or disclosure.

2. **Limited Purpose and On-Site Access**

   Access to PERS information is limited to on-site review activities conducted at PERS facilities and solely for authorized disability case evaluations.

3. **Prohibition on Retention, Copying, and Removal**

   The undersigned shall not retain, store, copy, reproduce, photograph, transmit, or remove PERS information from PERS facilities or systems unless expressly authorized in writing by PERS.

4. **Notes and Working Materials**

   Any notes or working materials created shall be limited to the minimum necessary, safeguarded while on-site, and destroyed promptly in accordance with PERS instructions or upon completion of the review session.

5. **Safeguards Appropriate to Access**

   The undersigned shall implement reasonable administrative, physical, and technical safeguards appropriate to the limited, on-site nature of access.

6. **Incident Reporting**

   Any actual or suspected unauthorized access, disclosure, loss, or compromise of PERS information shall be reported promptly and no later than seventy-two (72) hours after discovery.

PERS of MISSISSIPPI

7. **Compliance with Law and PERS Requirements**

   The undersigned agrees to comply with applicable privacy laws and PERS policies governing confidential information.

8. **Consequences of Non-Compliance**

   Failure to comply may result in revocation of access and other actions permitted under applicable contracts, policies, or law.

Acknowledgment

By signing below, I certify that the information provided in this questionnaire is accurate and complete, and that I understand and agree to the confidentiality and information protection obligations described above.

Reviewer Name: Click here to enter text.

Signature:

Date: Click here to enter text.

PERS of MISSISSIPPI

Independent Medical Reviewer

Cybersecurity & Privacy Practices Questionnaire

Instructions

PERS disability case reviews involve access to highly sensitive personal and medical information. While independent medical reviewers typically access this information only on-site and for limited periods of time, PERS is required to demonstrate due diligence in protecting member data and complying with privacy, security, and fiduciary obligations.

This questionnaire is not intended to impose enterprise-level cybersecurity requirements or formal IT programs. Instead, it is designed to document reasonable cybersecurity and privacy practices appropriate for independent medical professionals who:

- Operate as individual or small practices
- Do not retain PERS data
- Access information only in a controlled, on-site environment

Your responses help PERS demonstrate that appropriate safeguards are in place, including compensating controls such as limited access, physical supervision, and professional handling of confidential information.

Please provide clear, honest, and descriptive responses based on your actual practices. Short narrative answers are sufficient; however, "Yes/No" responses alone are not adequate. If a question does not apply to your situation, please explain why.

Providing complete and accurate information helps protect:

- PERS members and their confidential medical information
- PERS's regulatory and fiduciary obligations
- You, as an independent reviewer, by documenting your professional care and diligence

Reviewer Information

Reviewer Name:

Practice Name (if applicable):

Practice Location (City/State):

Primary Contact Email:

Date Completed:

PERS of MISSISSIPPI

1. Scope and Nature of PERS Access

- Describe how and when you access PERS disability case information, including frequency of reviews and typical duration of access.

  Click here to enter text.

- Describe the physical environment where reviews take place (e.g., private office, shared workspace, supervised environment).

  Click here to enter text.

- Describe the equipment used during reviews (PERS-provided workstation, personal device, or both) and explain why.

  Click here to enter text.

- Confirm whether any PERS data is ever removed from PERS facilities. If so, describe the circumstances and controls in place.

  Click here to enter text.

2. Device and Endpoint Security Practices

- Describe the devices you use for professional work, including device type and operating system.

  Click here to enter text.

- Explain how your devices are protected from unauthorized access, including:

  Click here to enter text.

  - Authentication methods (password, PIN, etc.)

    Click here to enter text.

  - Automatic screen locking

    Click here to enter text.

  - Physical safeguards when not in use

    Click here to enter text.

- Describe how operating system and software updates are applied to your devices.

  Click here to enter text.

- Explain what security protections are in place (e.g., antivirus, built-in system protections, firewall).

  Click here to enter text.

3. Data Handling and Confidentiality

- Describe how PERS disability case information is reviewed (electronic, paper, or both).

  Click here to enter text.

- If notes are taken:
  - Describe the type of information recorded

    Click here to enter text.

  - How notes are protected while on-site

    Click here to enter text.

  - How and when notes are destroyed

    Click here to enter text.

- Explain how you ensure that no screenshots, photographs, copies, or recordings of PERS information are made.

  Click here to enter text.

- Describe how you prevent unauthorized individuals from viewing or overhearing sensitive information during reviews.

  Click here to enter text.

4. Access Control and Authentication

- Describe how access to PERS systems or records is granted to you.

  Click here to enter text.

- Explain how you ensure:
  - Only you use your assigned access

    Click here to enter text.

  - Access is terminated or logged out at the conclusion of each review session

    Click here to enter text.

- If shared workstations are used, describe how privacy between users is maintained.

  Click here to enter text.

5. Privacy Awareness and Regulatory Understanding

- Describe your understanding of patient privacy obligations and how they apply to disability case reviews.

  Click here to enter text.

- Describe any training, education, or professional experience that informs how you protect confidential medical information.

  Click here to enter text.

- Explain how privacy and confidentiality considerations are incorporated into your professional practices.

  Click here to enter text.

6. Incident Awareness and Reporting

- Describe how you would recognize a potential security or privacy incident (e.g., unauthorized access, accidental disclosure, loss of notes).

  Click here to enter text.

- Explain the steps you would take if you suspected an incident, including who you would notify and how quickly.

  Click here to enter text.

- Describe any prior experience responding to confidentiality or data protection concerns, if applicable.

  Click here to enter text.

7. Professional Responsibility

- Describe the steps you personally take to ensure confidentiality and reasonable cybersecurity hygiene in your professional work.

  Click here to enter text.

- Identify any additional safeguards or practices you believe help reduce cybersecurity or privacy risk during PERS disability case reviews.

  Click here to enter text.

ATTACHMENT D
Certifications and Assurances

RESTRICTED CONFIDENTIAL INFORMATION
The information contained herein shall be used only for responding to this RFP and is not for general distribution.

ATTACHMENT D: Certifications & Assurances

As an authorized signatory for _____,

I make the following certifications and assurances as a required element of the bid(s) to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

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

2. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.

3. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES: By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

4. NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Vendor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Name: _____

Signature: _____ Date: _____

Modifications or additions to any portion of this document may be cause for rejection of the bid.

ATTACHMENT E
PERS Release of Bid as Public Record

RESTRICTED CONFIDENTIAL INFORMATION
The information contained herein shall be used only for responding to this RFP and is not for general distribution.

ATTACHMENT E: Release of Bid as Public Record

Vendors shall acknowledge which of the following statements is applicable regarding release of its bid as a public record. A Vendor may be deemed non-responsive if the Vendor does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

CHOOSE ONE:

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

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

Name: _____

Signature:_____ Date: _____

AMENDMENT 1

RFQ #3140004550 Disability Determination & Appeals Services

Questions and Answers Sheet 1

Implementation Requirements

1. ***Section V – Implementation Requirements, page 9:*** What is PERS' expected implementation period between contract execution and first productive use of the Contractor's services?

   The expected timeframe is within 60 days of contract execution.

2. ***Section V – Implementation Requirements, page 9:*** Is integration with the PERS system required?

   Integration with the PERS system is not required, but PERS staff should have access to view the system being used.

3. ***Section V – Implementation Requirements, page 9:*** Does PERS expect the Contractor's web-based portal to be fully configured at contract execution, or is configuration anticipated during an implementation period?

   PERS is expecting the contractor's web-based portal to be ready within 60 days after the contract's execution.

4. ***Section V – Implementation Requirements, page 9:*** Who will require access to the Contractor's portal (PERS staff, applicants, or both), and approximately how many users are anticipated?

   Approximately 10 PERS staff members would require access. PERS does not require applicants to have access.

Ongoing Program Requirements

5. ***Section I – Program Background, page 3:*** Under what circumstances would a single disability claim require more than one (1) Medical Board review?

   If the Medical Board referred the applicant to have an Independent Medical Evaluation, another Medical Board Review would be conducted after the results from the evaluation are received.

6. ***Section VI – Ongoing Program Requirements, page 10:*** Please describe PERS' expectations and procedures when a member is non-compliant with the disability determination or review process.

If a member does not comply with the process or does not submit the requested documentation within the 90-day timeframe, their case will be closed.

Staffing Qualifications and Key Personnel

7. ***Section VI.A – Minimum Qualifications, page 9:*** What specific roles and responsibilities does PERS expect the Registered Nurse to perform in the disability determination workflow?

   The contractor would determine the expected role for the registered nurse in the determination workflow.

8. ***Section VI.A – Minimum Qualifications, page 9:*** Section VI.A references key contractor personnel. Please define which roles PERS considers "key personnel" for purposes of this requirement.

   Key personnel in this instance would be defined as any personnel involved in the critical to high-level decision-making, strategic direction, and operational execution of the disability determination process.

Assessments and Examinations

9. ***Section VI.B – Program Workflow, page 10:*** Please explain the medical and/or vocational medical requirements that may apply during Periodic Reviews.

   These requirements are defined by statue in Miss. Code Ann. 25-11-113.

10. ***Section VI.C – Assessments, page 11:*** Are telehealth-based Independent Physician Examinations (IPEs) permissible under this RFQ?

    Yes, telehealth-based IPE are permissible if the physician meets the minimum requirements.

11. ***Section VI.C – Assessments, page 11:*** Would a recent medical examination from a member's treating provider, included in the medical record, satisfy exam requirements for reexaminations, or is an Independent Medical Examination required in all such cases when clinically sufficient and current?

    An Independent Medical Examination is required for a reexamination.

12. ***Section VI.C – Assessments, page 11:*** Mississippi Code §25-11-113(3) states that a medical examination may be conducted at the place of residence of the retiree or other place mutually agreed upon. Is the Contractor required to offer medical examinations at a retiree's residence if requested?

The statute provides, in part: "... the examination to be made at the place of residence of the retiree or other place mutually agreed upon by a physician or physicians designated by the board." The location of the examination by statute is permissive, not mandatory. The location should be determined on a case-by-case basis as the facts and circumstances dictate and mutually agreed upon by the retiree and physician. This section only applies to the periodic recertification of retirees already declared disabled.

Appeals

13. ***Section I – Program Background, page 3:*** What is the average annual volume of disability appeals received by PERS?

    PERS conducts approximately 6-8 hearings per fiscal year. This is an estimate and may vary from year to year.

14. ***Section VII – Appeals, page 11:*** Please clarify the expected role and level of involvement of the Contractor in the appeals process.

    The contractor is expected to take full responsibility for conducting and running the hearing for the appeal process. Please see PERS Regulation 42 for further information on hearing practice and procedure.

15. ***Section VII – Appeals, page 11:*** Our business model typically involves teleconference-based support. Are there scenarios where PERS would require on-site in-person/on-site Contractor support for administrative hearings?

    Hearings can be conducted virtually, via teleconference, teams or zoom.

16. ***Section VII – Appeals, page 11:*** When must the Contractor begin appeal review after notification?

    Within one (1) business day of the notification.

17. ***Section VII – Appeals, page 11:*** Page 11 indicates that the Contractor will "provide appeals preparation". Is this referring to the Contractor's preparation for the appeal? Is any document required to be provided to PERS in advance of the appeal?

    Yes, this is referring to preparation for the appeal. Please see PERS Regulation 42 for further information on hearing practice and procedure.

18. ***Appeals Process Details, Chapter 42.11, page 19:*** What information does PERS make available to the appealing party prior to the hearing? See page 19, Chapter 42.111.

PERS provides copies of all documentation and exhibits used and provided during the disability determination process. Please see PERS Regulation 42 for further information on hearing practice and procedure.

Contract, Security, and Legal

19. ***Section II. A. 2.- Administrative Requirements, page 5:*** What fields should be included in this log?

    A legal privilege log typically includes: the Bates number, the authors, communications, the relevant privilege grounds, and a description of the document and its contents. The description of each document and its contents must provide sufficient information to permit courts and other parties to test the merits of the privilege claim. *Fresenius Med. Care Holdings, Inc. v. Hood*, 269 So. 3d 36, 56 (Miss. 2018) quoting *Equal Emp't Opportunity Comm'n v. BDO USA, L.L.P.*, 876 F.3d 690, 696–97 (5th Cir. 2017). This only applies if there is information requested which you believe should be confidential due to an applicable privilege doctrine.

20. ***Section II.P – Authorized to Do Business in the State, page 8:*** The RFQ references a statutory citation under Title 79, Chapter 4. We are unable to locate this citation, as Article 17 appears to be the highest article number.

    Please confirm or correct the citation. (II. P. Authorized to do Business in the State) Miss. Code Ann. § 79-4-15.01. Activities requiring certificate; exempt activities:

    (a) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Secretary of State.

    (b) The following activities, among others, do not constitute transacting business within the meaning of subsection (a):

    (1) Maintaining, defending or settling any proceeding;

    (2) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;

    (3) Maintaining bank accounts;

    (4) Maintaining offices or agencies for the transfer, exchange and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;

    (5) Selling through independent contractors;

(6) Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this state before they become contracts;

(7) Creating or acquiring indebtedness, mortgages and security interests in real or personal property;

(8) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts;

(9) Owning, without more, real or personal property;

(10) Conducting an isolated transaction that is completed within thirty (30) days and that is not one in the course of repeated transactions of a like nature;

(11) Transacting business in interstate commerce;

(12) Being a shareholder in a corporation or a foreign corporation that transacts business in this state;

(13) Being a limited partner of a limited partnership or foreign limited partnership that is transacting business in this state;

(14) Being a member or manager of a limited liability company or foreign limited liability company that is transacting business in this state.

(c) The list of activities in subsection (b) is not exhaustive.

(d) A foreign corporation which is general partner of any general or limited partnership, which partnership is transacting business in this state, is hereby declared to be transacting business in this state.

21. ***Attachment A – 30. (b) (1), page 23:*** Please confirm whether a word is missing and clarify the intended language.
Paragraph should read: (1) the stop work order results in an increase in the time required for, or in the Contractor's COST properly allocable to, the performance of any part of this contract. The word COST was omitted.

22. ***Attachment A - 30. (c), page 23:*** Please clarify the statement indicating "the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise." Please confirm that PERS will allow Contractor's reasonable costs, specifically. Yes

23. ***Attachment A – Contract §34(a), page 26:*** Regarding Attachment A. 34. (a), Please provide the citation to the Mississippi law requirements, as applied to self-insured entities.

    See Miss. Code Ann. § 71-3-5.

24. ***Attachment A – Contract §38(a)(iii), page 27:*** Regarding Attachment A 38.(a) (iii)), Please cite any/ all applicable state and local statutes, ordinances, rules, and regulations. Please also provide citations to applicable state and local statutes, ordinances, rules, and regulations wherever general references to the same appear in the contract.

    "Data Laws" include any federal, state, or local law (including common law) statute, rule, regulation, or any industry standards applicable to data privacy, data security, or Confidential Information, including Mississippi law, HIPPA, and HITECH. As the entity possessing confidential member information, it is the vendor's responsibility to keep apprised of all relevant data statutes when handling confidential information at all relevant times.

25. ***Attachment A – Contract §38(c), page 27:*** Is PERS considered a covered entity under HIPAA? No

26. ***Attachment A – Contract §38(c), page 27:*** Section 38 references requirements applicable to third parties other than subcontractors. Does MS PERS consider that the "third party" provisions of Section 38 would apply to standard IT service providers such as AWS or Microsoft? Yes

27. ***Attachment A – Contract §38(f), page 28:*** Regarding Attachment A 38 (f), please clarify the phrase "notification obligation shall remain in perpetuity throughout the Security Event."

    If a Security Event takes place, the Contractor must promptly notify PERS of the event at the outset. In addition, the Contractor shall continue to provide updates as additional information becomes available, including throughout the investigation, containment, remediation, and resolution of the Security Event. In other words, the duty to notify remains ongoing for the duration of the Security Event and does not terminate merely because an initial notice was provided.

28. ***Attachment A – Contract §38(g), page 28:*** Please cite/ provide applicable PERS policies or procedures.

    PERS has no written policy & procedures at this time.

29. ***Attachment A – Contract §38(g), page 27-28:*** What are PERS' data retention requirements and policies applicable to Contractor-managed data?

    Standard guidelines for this industry.

30. ***Attachment A – Contract §38(k), page 28:*** Regarding Attachment A. 38 (k), what happens if the Contractor is unable or unwilling to comply with the revised requirements?

    If Contractor breaches or threatens to breach the "Confidential Information" clause or related clauses, PERS reserves the right to terminate this Contract immediately upon written or verbal notice and seek applicable remedies, in accordance with Section 38(i) and (j).

Program Volume and Context

31. ***Section I – Program Background page 3:*** How many IMEs and IPEs were scheduled in FY 2026? How many IMEs and IPEs were conducted in the most recent fiscal year?

    Approximately 75 IMEs and IPEs were conducted in the most recent year. This is an estimate and may vary from year to year.

32. ***Section I – Program Background page 3:*** What is PERS' current payment structure for disability determination services (e.g., per case), and what is the average cost per case?

    Currently we do not pay per case. The Medical Board doctors are paid one flat fee monthly regardless of the number of cases.

33. ***Section I – Program Background, page 3:*** What are the current percentages of approved and denied disability determinations?

    The current approved disability determination percentage is 64% and the denied disability determination percentage is 36%. This is an estimate and may vary from year to year.

34. ***Section VI – Ongoing Program Requirements, page 3:*** Please provide a copy of the standard Medical Release form used by PERS.

35. ***Section I: Program Background, page 3:*** What is the total budget for the five (5) year contract?

The total budget for the five (5) year term is not determinable currently because the budget is subject to annual approval.

36. ***Section V – Implementation Requirements, page 9:*** When does PERS anticipate beginning to transmit cases to the selected contractor?

PERS is expecting to transmit cases within 60 days after the contract's execution.

RFQ #3140004550 Disability Determination & Appeals Services Amendment 1 - Questions and Answers Sheet 2

No #	Question	Response
1	Under section B.4, please clarify what is intended by "disability claim category/priority," including how categories will be defined and applied. Additionally, please confirm whether different categories or priority levels will have distinct turnaround time expectations, and if so, provide details on those expectations.	We have two types of disability claims: duty related and non-duty related. These classifications are defined by statute in Miss. Code Ann. 25-11-113 and 114. Currently, applicants have 90 days from the date of application to submit all required and requested documentation. Please see PERS Regulation 45A Sec. 105 for further information.
2	Under Section B.6, Escalations, please clarify how "non-compliance" is defined for both applicants and recipients. Specifically, what actions or lack of actions would trigger escalation to PERS within one (1) business day?	Non-compliance would be defined as applicant and recipients that do not respond to letters or telephone calls, or not submitting requested documentation.
3	Please confirm whether medical records are organized prior to submission to the medical review organization.	Medical records will be submitted in the order received from the applicant.
4	Please confirm whether the medical review organization is expected to organize medical records and provide an organized, indexed file upon delivery.	If the medical review organization requires a specific order for the medical records, then the medical review organization is expected to organize the file.
5	Please identify the typical size of claim files, including approximate page counts.	Page counts range from 50 to 1500. File size may vary on a case-by-case basis due to the complexity of medical care and number of medical providers.
6	Under Section VII, Appeals, please clarify whether an administrative hearing is required for all appeals or only for select cases. If only select cases, please outline the criteria used to determine when an administrative hearing is required.	An administrative hearing is required for all appeal requests. Please see PERS Regulation 42 for further information on hearing practice and procedure.
7	Under Section B.5, Periodic Reviews of Continued Eligibility, please clarify under what circumstances a Vocational Assessment would be utilized. Additionally, please describe the scope and process of the Vocational Assessment, including how it is conducted, what factors are evaluated, and how the findings are incorporated into the overall benefit eligibility determination.	A vocational assessment would only be utilized if was deemed necessary by the examiner.
8	Under Section C, Assessments, please clarify the client's expectations regarding the use of IMEs, IPEs, and FCEs. Specifically, under what circumstances would each type of assessment be utilized? Additionally, please describe the Contractor's role in determining the necessity of these assessments.	The contractor would have full discretion to determine if and when an IME, IPE and FCE is needed. An IME,IPE, and FCE would only be used if the contractor determined an indemendent evaluaciton was needed to make an objective decision.
9	How many Appeals does PERS receive in a year?	PERS conducts approximately 6-8 hearings per fiscal year. This is an estimate and may vary from year to year.
10	Would the Reviewing Physician be responsible for attending a hearing?	No, the Reviewing Physician is not required to attend a hearing.
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