



MISSISSIPPI STATE DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS

RFP Number: 3120003390

EMS Capacity Assessment

Issue Date: July 10, 2026

CLOSING TIME AND DATE

Proposals must be received before:

10:00 am CST, July 24, 2026

PROPOSAL COORDINATOR

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GENERAL INSTRUCTIONS

Section 1 - Background, Authority and Purpose

The Mississippi State Department of Health (hereinafter “Agency”) has issued this solicitation (RFx number TBD) for the purpose of attaining sealed competitive proposals from qualified vendors to provide EMS Capacity Assessment.

The State of Mississippi, through the Mississippi State Department of Health (MSDH), seeks proposals from qualified vendors to conduct a comprehensive assessment of Mississippi's statewide prehospital medicine environment (emergency medical services - EMS) and to develop a practical, evidence-informed plan for regionalized EMS services. The assessment shall inform future policy, funding priorities, quality improvement, workforce strategy, medical oversight, data modernization, and implementation strategies consistent with the Rural Health Transformation initiative.

MSDH seeks actionable guidance for expanding successful in-state strategies and identifying applicable national models suitable for a rural environment with a large underserved and medically vulnerable population. The selected vendor shall provide recommendations that preserve county contractual autonomy while advancing cross-county response capabilities, strengthening physician medical control, improving coordination for interfacility transfers, enhancing emergency medical dispatch operations, and supporting sustainable EMS delivery statewide.

The State intends to develop and implement a regionalized approach to EMS and prehospital medicine that supports the following goals:

- Improve the quality, reliability, and consistency of EMS and prehospital health care services;
- Reduce avoidable health care costs, unnecessary transfers, unnecessary emergency department utilization, and preventable readmissions;
- Strengthen the rural health care workforce and improve access to trained EMS personnel;
- Improve regional coordination across counties, EMS providers, hospitals, emergency communications centers, and state oversight entities;
- Develop data-driven quality, performance, and funding models that support sustainable EMS operations; and
- Establish a phased, scalable implementation pathway that reflects Mississippi's geography, service models, county authority, and rural health needs.

The Agency desires to contract with an experienced vendor that possesses the necessary abilities and resources to provide the services specified within this Request for Proposal (RFP). The Agency seeks to enter into a multi-term, firm fixed price, requirements contract for the aforementioned services. This RFP, any amendment thereto, as well as the awarded vendor's proposal, and any requested best and final offer shall constitute the Contract.

The initial period of performance of any contract resulting from this RFP will be One year for the initial period of performance with two one-year renewal options, tentatively scheduled to begin on or about August 6, 2026 and to end on August 5, 2027. The Agency reserves the right to renew the Contract for up to one additional year at the sole discretion of the Agency.

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$205,990,180.16, with 99.96% funded by CMS/HHS (\$205,907,220.16) and 0.04% funded by non-government sources (\$82,960).

The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

Section 2 - Timeline

Request for Proposal Issue Date:	July 10, 2026
Request for Reconsideration - Solicitation:	July 15, 2026
Questions and Requests for Clarification to Agency Deadline:	July 20, 2026, 10:00am
Question Response Deadline:	July 22, 2026, 3:00pm
Proposal Package Submission Deadline:	July 24, 2026, 10:00am
Proposal Opening:	July 28, 2026, 10:30am
Anticipated Date of the Notice of Intent to Award:	July 31, 2026, 3:00pm
Request for Reconsideration - Award:	August 5, 2026
Anticipated Contract(s) Effective Date/Services Begin:	September 3, 2026, 5:00pm

Section 3 - Contact and Questions/Requests for Clarification

3.1 Vendors must carefully review this solicitation, the Contract, risk management provisions, and all attachments for defects, questionable, or objectionable material.

3.2 The Agency will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by the contact person as an RFP amendment. Vendors are cautioned that any statements made by agency personnel that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written addendum to the proposal document.

3.3 All vendor communications regarding this RFP must be directed through the Agency portal or to the designated Proposal Coordinator. Unauthorized contact regarding the RFP with other employees of the Agency may result in the vendor being disqualified, and the vendor may also be suspended, disbarred, or removed from consideration for award of contracts with the State of Mississippi for a period of two (2) years.

3.4 Pre-Proposal Conference, Tour, or Site Visit: No pre-proposal conference, tour, or site visit will be held for this RFP.

3.5 Acknowledgement of Amendments: Should an amendment to the RFP be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all vendors will be able to view. Vendors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal package, by identifying the amendment number and date in the space provided for this purpose on the RFP amendment, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of proposals. It is the vendor's sole responsibility to monitor the websites for any updates or amendments to the RFP. Questions and Answer document(s) and/or Summary of Pre-Proposal Conference, Tour, or Site Visit, if any are issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website, must be treated the same as an RFP Amendment.

3.6 Vendors must provide a signed Acknowledgements of RFP Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Proposal Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

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

Section 4 - Solicitation Clauses

Acknowledgment of Amendments

Offeror shall acknowledge receipt of any amendment to the RFP in writing. The acknowledgement shall be submitted acknowledging receipt of any amendment to the solicitation by signing and returning the amendment with the proposal package, by identifying the amendment number and date in the space provided for this purpose on the proposal, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of proposals. It is the Offeror's sole responsibility to monitor the websites for any updates or amendments to the RFB. Each Proposer, offeror or applicant shall submit a written acknowledgement of every amendment to the Agency on or before the submission deadline.

Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

Approval

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

Availability of Funds

It is expressly understood and agreed that the obligation of MSDH to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MSDH shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MSDH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Certification of Independent Price Determination

By submitting a proposal the offeror 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 offeror or competitor for the purpose of restricting competition.

Compliance with Equal Opportunity In Employment Policy

Contractor understands that the MSDH is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Contract Rights

Contract rights do not vest in any party until a contract is legally executed. The MSDH is under no obligation to award a contract following issuance of this solicitation.

E-Payment

Offeror 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

E-Verification

If applicable, Offeror represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MSDH subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

Minor Informalities and Irregularities

The MSDH has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by a proposer, offeror or applicant for the MSDH to properly evaluate the offer, the MSDH has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any proposer, offeror or applicant. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

Offeror's or Contractor's Representation Regarding Contingent Fees

By responding to the solicitation, the offeror or contractor 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 or contractor cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

Paymode

Payments by MSDH using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MSDH may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation

at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

Procurement Regulations

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

Property Rights

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

Representation Regarding Gratuities

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSDH 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. Offeror further represents that no employee or former employee of MSDH 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 offeror or contractor. Offeror 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.

Required Public Records and Transparency

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

Stop Work Order

The MSDH may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MSDH. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any

further cost to the MSDH. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MSDH has terminated that part of the agreement or terminated the agreement in its entirety. The MSDH is not liable for payment for services which were not rendered due to the stop work order.

Termination

Termination for Convenience. The MSDH may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MSDH shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

Section 5 - Scope of Services

Scope of Services to Be Performed

Contractors may bid on one or all the following activities within the scope of work.

A. EMS Regionalization Assessment Contractor(s) shall support MSDH in developing the necessary elements of a successful regionalized approach to the provision of EMS services in Mississippi. Contractor(s) will perform the following tasks:

- Perform research on regionalized EMS models, standardized protocols, training, and education based on other state or regional EMS programs and summarize key components for MSDH.
- Create Mississippi-specific approach to providing regionalized EMS services including suggested operational and clinical protocols for implementation.
- Research, evaluate, and recommend the use of remote patient monitoring and telehealth technologies to augment EMS services for appropriate conditions.
- Review existing education and training requirements for Mississippi EMS personnel to prepare training recommendations to facilitate the ability to provide necessary treatment in the field.
- Create a white paper outlining the proposed framework into operational components, including a statewide EMS service bundle which will include but is not limited to chronic disease care, post-operative orthopedic care,

mental health and substance use disorder treatment that supports regional implementation and model flexibility.

B. EMS Policy and Regulatory Development Contractor(s) shall support MSDH and state partners in advancing the policy foundation required to authorize regionalized EMS services in Mississippi. The contractor will not act as an official representative of the state, the MS State Department of Health, or the MS Rural Health Transformation Program in regulatory matters, but will provide technical analysis, draft materials, and provide support for related regulatory development. Contractor(s) will perform the following tasks:

- Review Mississippi's current rules and regulations governing the provision of EMS services and provide a written report to MSDH that contains the following information:

- o Governance gaps identified and strategies to address them.

- o A comparative analysis of EMS regulatory approaches used in other states that include any information about success and/or barriers (if applicable).

- o Suggested rulemaking concepts related to regionalized EMS program recognition, oversight, and accountability.

- o Suggest language necessary to include in proposed agreements for mutual aid between counties in the state.

- Prepare briefing materials for state officials, EMS agencies, hospitals, and stakeholders.

C. Community Paramedicine Training and Education Model Contractor shall research, design, develop, and implement a standardized education and training infrastructure to support the phased statewide rollout of regionalized EMS model. Contractor(s) will perform the following tasks:

- Develop an evidence-based training model and curriculum for Mississippi EMS practitioners involved in providing community paramedicine.

- Provide a comprehensive EMS training and education plan to MSDH that contains, at a minimum, the following information:

- o Recommendations, strategies, and a detailed description of a comprehensive community paramedicine preceptor program for Mississippi EMS providers that will participate in the regionalized model.

- o Recommend methods for evaluating the quality and completion of initial and continuing education for community paramedicine.

- o Recommendations and best practices on minimum qualifications of educators to deliver initial and continuing education based on national guidance from organizations such as International Board on Specialty Certification (IBSC) and the National Association of EMS Officials (NASEMSO).

- Support the development of training modules for EMS community paramedicine operations, patient care, and documentation.

D. Data and Technology Needs Assessment Contractor(s) shall support MSDH and the state in planning for the implementation of data collection, performance measurement, and evaluation processes related to the RHT Program. Contractor(s) must understand how EMS and healthcare data systems relate to mobile integrated

healthcare and community paramedicine and advise MSDH and the state as to what options would allow for efficient integration of data to facilitate the effective launch of a regionalized EMS system in Mississippi. The Contractor(s) will not be responsible for selecting, procuring, or operating data systems. Contractor(s) will perform the following tasks:

- Assess and identify the technology necessary to facilitate regionalization of EMS services in the state.
- Support the planning, development, and refinement of quality assurance and continuous improvement of metrics and processes.
- Develop standardized performance metrics and reporting expectations.
- Advise MSDH on data validation, quality assurance, and analytics for program performance monitoring.
- Provide recommendations on national best practices for collecting and analyzing community paramedicine related clinical outcome data.
- Assess current Mississippi EMS continuous quality improvement (CQI) practices and systems and develop CQI measures for operational and clinical metrics related to a regionalized EMS system.

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

Available Data Sources

The following data sources are anticipated to be made available to the selected vendor, subject to availability, legal review, data use agreements, and applicable confidentiality protections:

Data Source	Anticipated Use
Mississippi Emergency Medical Services Information System	EMS run records for the most recent five full calendar years available, unless otherwise specified.
Mississippi Trauma Registry	Trauma records and system-of-care data for the most recent five full calendar years available, unless otherwise specified.
Mississippi EMS Licensure Portal	EMS service, ambulance, personnel, and licensing data for the most recent available period.

Mississippi Division of Medicaid	EMS claims data and reimbursement information for the most recent available period, subject to Medicaid approval and data protections.
County EMS Contracts	County EMS contracts collected by the state, with sample review of county and municipal funding, performance, and service-delivery provisions.
Emergency Communications / 911 Data	Available call-handling, dispatch, CAD, Emergency Medical Dispatch, and related emergency communications data.
Hospital / Interfacility Transfer Data	Available transfer patterns, transfer mileage, reason for transfer, transport mode, and destination data.
Other State and National Data Sources	Comparable state EMS governance, funding, workforce, quality, transport, and rural health models; national EMS quality measures; published literature; and other relevant benchmarks.

The contractor shall coordinate with MSDH General Counsel and appropriate data integrity personnel to ensure restricted data are appropriately limited in distribution, redacted, de-identified, or otherwise handled consistent with applicable legal, privacy, confidentiality, and data security requirements.

Deliverables

The contractor shall prepare clear, defensible, and procurement-ready written products that allow MSDH to evaluate findings, communicate with state and local partners, and implement recommended strategies. Written products shall include:

- Project work plan, stakeholder engagement plan, and data request plan;
- Comprehensive statewide EMS and prehospital medicine assessment report;

- EMS regionalization framework and phased implementation plan;
- Policy, governance, regulatory, and model agreement recommendations;
- Community paramedicine/mobile integrated health training and education model;
- Data, technology, quality metric, and CQI recommendations;
- Financial sustainability, Medicaid alignment, and funding analysis;
- Interfacility transfer and hospital regionalization impact analysis;
- County EMS contract variability analysis and model contract provisions;
- Medical direction and quality management recommendations;
- Ground and air EMS utilization and integration analysis;
- Formal white paper addressing optimal use of Rural Health Transformation funds for a collaborative, sustainable, and transformational approach; and
- Final executive briefing deck and stakeholder presentation materials.

Due dates for deliverables are estimated and may be revised with written agreement between MSDH and the contractor(s).

The following deliverables table is intended to be inserted into the RFP and refined by MSDH procurement staff. Due dates may be stated as calendar days after notice to proceed, contract execution, or another procurement-defined milestone.

No.	Deliverable	Minimum Content	Due Date	Acceptance Criteria
1	Kickoff Meeting and Project Charter	Agenda; confirmed project scope; communication protocol; project governance; risk log template; data request process; decision log.	Within 15 calendar days after contract execution	MSDH acceptance of communication cadence, project management approach
2	Detailed Work Plan and Timeline	Task-level work plan; milestones; dependencies; staffing assignments; stakeholder engagement sequence; draft/final review windows.	Within 30 calendar days after contract execution	Work plan is complete, ready for contract scope, and approved

3	Data Inventory and Data Protection Plan	Inventory of requested data sources; data use assumptions; data limitations; data security and confidentiality approach; de-identification/redaction methods; analytic plan.	Within 30 calendar days after contract execution	Plan addresses all available partner data sources and includes appropriate MSDH legal/data protection
4	Stakeholder Engagement Plan	Stakeholder map; interview/survey/focus group approach; county, EMS, hospital, medical direction, dispatch, Medicaid, and rural health engagement strategy.	Within 30 calendar days after contract execution	Plan identifies key stakeholders, engagement methods, timeline, and approval points.
5	Current-State EMS and Prehospital Medicine Assessment	Statewide analysis of EMS response environment, coverage, call volume, acuity, staffing, response times, ambulance availability, rural variation, and prehospital care gaps.	Draft: within 180 calendar days of contract execution	Report is data-supported, includes statewide and regional variations, limitations, and provides action items
6	EMS Regionalization Framework	Recommended regional coordination model; proposed regions or regional functions; cross-county response concepts; mutual aid; standardized protocols; implementation phases.	Draft: within 180 calendar days of contract execution	Framework is Mississippi-legally/policy aware, and respects local autonomy while improving coordination.
7	Policy, Governance, and Regulatory Report	Review of Mississippi EMS statutes/rules/policies; governance gaps; comparative state models; suggested rulemaking concepts; mutual aid and model agreement concepts.	Draft: within 180 days of contract execution	Recommendations are practical, address gaps, and align with state officials and stakeholder input
8	Emergency Communications and Dispatch Recommendations	Assessment of 911/EMD/CAD/triage environment; NG911 alignment; low-acuity triage; ECNS or comparable model review; coordinated dispatch recommendations.	Draft: within 180 days of contract execution	Recommendations improve dispatch, triage, data exchange, and communication without a one-size-fits-all local model.
9	Destination Decision, MIH, and Community Paramedicine Model	No-transport data recommendations; treatment-in-place; alternative destination protocols; behavioral health destination decisions; telehealth and remote patient monitoring use cases; service bundle framework.	Draft: within 180 days of contract execution	Model is evidence-informed, addresses rural-ready, and tied to patient outcomes and reimbursement considerations.

10	Community Paramedicine Training and Education Plan	Curriculum framework; preceptor model; initial and continuing education recommendations; educator qualifications; training module outlines; evaluation methods.	Draft: within 270 calendar days after contract execution	Plan reflects national guidelines, workforce realities, quality/completion evaluation
11	Data, Technology, Quality Metrics, and CQI Report	Technology needs assessment; data validation and QA approach; standardized metrics; dashboard/reporting recommendations; CQI measures for operational and clinical outcomes.	Draft: within 180 days of contract execution	Report recommends feasible flows, validation controls, improvement processes for regional use.
12	Financial Sustainability and Funding Analysis	Medicaid alignment; reimbursement strategies; EMS Operating Fund review; Trauma Care System funding review; county/municipal subsidy comparison; peer-state benchmarking; sustainability models.	Draft: within 270 calendar days after contract execution	Analysis is defensible, includes identifies fiscal implications of policy/funding decisions.
13	Interfacility Transfer and Hospital Regionalization Impact Analysis	Analysis of transfer distances, reasons for transfer, network policies, ownership structures, specialty access, transport patterns, mileage trends, and EMS resource impacts.	Draft: within 150 calendar days of contract execution	Analysis links available evidence to stakeholder input to policy while protecting sensitive information.
14	County Contract Variability Analysis and Model Provisions	Review of sample county/municipal EMS contracts; funding approaches; performance measures; model provisions; suggested contract language.	Draft: within 120 days of contract execution	Deliverable provides usable and practical guidance for municipalities.
15	Medical Direction and Quality Management Report	Assessment of online/offline medical control; physician engagement; protocol oversight; quality management; minimum qualifications; regionalized medical direction options.	Draft: within 180 days of contract execution	Recommendations strengthen oversight and quality management reflecting operational realities in Mississippi.
16	Ground and Air EMS Utilization and Integration Analysis	Ground/air resource distribution; aeromedical base density; utilization; safety and dispatch appropriateness; rural access; reimbursement; impact on ground ambulance availability.	Draft: within 120 days of contract execution	Analysis provides recommendations for coordinated, appropriate, financially and geographically equitable deployment.

17	Rural Health Transformation EMS White Paper and Executive Briefing Slide Deck	Formal white paper on optimal use of RHT funds to support collaborative, sustainable, transformational prehospital medicine and EMS regionalization strategies.	Draft: within 7 months after contract execution.	White paper is concise supported by assessment suitable for executive briefings.
18	Regional County Official Conferences	Three regional conferences for county officials; agenda; presentation materials; attendance documentation; summary of feedback.	Within six months after completion of county contract analysis	Conferences are completed and materials clearly explain provisions, and implementation
19	Final Comprehensive Report and Implementation Roadmap	Integrated final report; prioritized recommendations; phased implementation roadmap; decision matrix; risk register; estimated resource needs; timeline; appendices.	Draft: within 10 months of contract execution. With Final within 30 days post state comments.	Final report incorporates all reconciles all workstreams actionable implementation
20	Executive Briefing Deck and Closeout Presentation	Slide deck; executive summary; talking points; closeout presentation to MSDH leadership and designated stakeholders.	At project closeout	Materials are clear, visually accurately summarize recommendations, and next

Project Management and Reporting

- The contractor shall participate in regular status meetings with MSDH at a cadence approved by MSDH.
- The contractor shall provide written status reports that identify completed work, upcoming work, risks, decisions needed, data limitations, and schedule impacts.
- The contractor shall maintain a project risk log, issue log, decision log, and data request tracker.
- All draft deliverables shall be submitted in editable format and shall include sufficient documentation of methods, data sources, assumptions, limitations, and recommendations.
- MSDH shall have the right to review, comment, and require reasonable revisions before accepting each deliverable. Due dates for deliverables may be revised with written agreement between MSDH and the contractor(s).

Definitions

Regionalization: For purposes of this RFP, regionalization refers to a county-based prehospital care system (EMS) that is integrated regionally to improve clinical care, medical oversight, interfacility transfers, emergency medical dispatch, resource deployment, and access to specialty care. The model should include cross-county response protocols based on geographic proximity and clinical need, guided by standardized emergency medical dispatch triage protocols and supported locally or through consolidated regional medical communication centers.

Prehospital Medicine: For purposes of this RFP, prehospital medicine includes the full continuum of emergency and non-emergency care provided before arrival at the final hospital destination, including emergency communications, dispatch, triage, first response, EMS response, treatment, transport, non-transport care, mobile integrated health, community paramedicine, medical direction, and interfacility transfer activities.

Mobile Integrated Health / Community Paramedicine: For purposes of this RFP, mobile integrated health and community paramedicine refer to patient-centered models in which appropriately trained EMS personnel provide proactive, non-emergency, preventive, follow-up, or care coordination services under physician oversight and within authorized scopes of practice.

Section 6 - Proposal Evaluation and Basis for Award

6.1 All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. A formal scoring methodology comprised of three phases – compliance, analysis, and finalist, will be utilized with each proposal required to pass the previous phase in order to qualify for further evaluation in the next phase. Agency will use an evaluation committee to review and evaluate the proposals using a 100-point scale as well as consensus scoring. Consensus scoring involves solidarity or general agreement of opinion among evaluators, based on information and data contained in the RFP proposals. The evaluation of any proposal may be suspended and/or terminated at the Agency's discretion at any point during the evaluation process at which time the Agency determines that said proposal and/or vendor fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or Agency and/or the Board receives reliable information that would make contracting with the vendor impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.

6.2 Compliance Phase: In this initial phase of the evaluation process, all proposals received are reviewed by the Agency Procurement Director and/or designee to determine if mandatory RFP requirements have been satisfied, meaning whether a proposal/vendor is responsive, responsible, and/or acceptable. Compliance requirements are not assigned a point percentage or score, but are simply recorded as Pass or Fail.

- Every statement containing "must," "shall," "will," etc., is a mandatory requirement. Failure to respond leads to mandatory proposal disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.

- Every statement containing “may,” “can,” “should,” etc., is a desirable requirement. Vendors may ignore these if they wish. The only penalty for doing so is a possible loss of scoring points if the requirement has scoring points tied to it.

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

Proposals with errors that do not alter the substance of the proposal can be accepted, and the Agency Procurement Director may allow the vendor to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Agency has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a vendor with the proposal for the Agency to properly evaluate the proposal, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Discussions may be conducted with vendors who submit proposals determined to be reasonably susceptible of being selected for the award, but proposals may also be accepted without such discussions. If any component received a Fail score (a “No” response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible. Failure to comply with these RFP requirements may result in the proposal being eliminated from further consideration. All proposals which are determined to be responsive, responsible, and/or acceptable will continue on to next phase.

6.3 Analysis Phase: In this phase of the evaluation process, the evaluation committee utilizes consensus scoring to determine numerical scores for each proposal.

6.4 Finalist Phase: In this phase of the evaluation process, the evaluation committee seeks to determine from among the finalists whose proposal is the most advantageous to Agency and the Board. Upon completion of the Analysis Phase, the evaluation committee reviews and compares the numerical scores from among the Vendors in order to determine finalists. The top scoring Vendor, as well as all other Vendors with scores within ten points of the top scoring Vendor, will be named as finalists and will be further evaluated. This phase consists of the following components:

- **Finalist Presentations** – At the Agency’s discretion, all finalists may be required to make a presentation to the evaluation committee. If scheduled, individual finalist presentations shall be held in Jackson, Mississippi, or virtually, to allow the evaluation committee the opportunity to conduct interviews of the finalists, and to confirm/clarify information provided in the submitted proposals or otherwise gathered during the evaluation process. Any substantial oral clarification shall be reduced to writing by the vendor.
- **Best and Final Offer (BAFO)** – At the Agency’s discretion, all finalists may be given the opportunity to provide a BAFO relative to their cost proposal. The Agency will notify finalists if a BAFO may be submitted, and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, any such BAFO should include any applicable revised financial exhibits and must

be signed by an appropriate representative of your company. If a finalist chooses to not make a BAFO, the financial proposal included in your company's response to this RFP will be considered as the BAFO. Unsolicited BAFOs, including but not limited to such offers submitted by non-finalists, will not be accepted. The numerical scores for the Cost factor from the Analysis Phase will be adjusted for any BAFO received from a finalist.

6.5 Upon completion of the evaluation of proposals, the evaluation committee will determine the top scoring proposal and provide a recommendation to the Board. The Board will make a determination as to the proposal deemed most advantageous to the Board and will authorize the issuance of a notice of intent-to-award the Contract to the selected vendor and authorize contract negotiations with the selected vendor. Subsequent to such authorization by the Board, all participating vendors will be notified in writing of the contract award and will be afforded the opportunity to participate in a post-award vendor debriefing.

6.6 The Agency intends to award one or more contract(s) to provide the services described in this RFP to the responsible and responsive vendor(s) determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. This RFP may result in a single or multiple award, depending on which is in the best interest of the Agency/State. The number of awards is at the sole discretion of the Agency.

Section 7 - Minimum Vendor Qualifications

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

The Vendor must have:

Prior Experience

Vendor must have been in business and provided services equivalent or similar in requirements and scale to those described in this RFP for a minimum of ten (10) years. The determination of the length of time an entity has provided these services will be based upon the initial date the Vendor established a contractual relationship to provide such services. For each client, please specify:

- Client information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
- The type of work your company provided to the client,

- Contract effective dates for the time period(s) your company provided services to the client.

Minimum Vendor Capacity

Eligible vendors shall demonstrate the ability to perform statewide EMS system evaluation, planning, and implementation work in complex rural environments. At a minimum, vendors should demonstrate:

- A nationally recognized reputation in EMS system evaluation, planning, implementation, or related prehospital medicine transformation;
- At least ten years of experience evaluating EMS, prehospital, emergency medical dispatch, mobile integrated health, or community paramedicine systems;
- A multidisciplinary management team that includes clinical providers, physician medical director expertise, quality improvement experts, policy and regulatory expertise, project management personnel, and data scientists or analysts;
- Experience developing actionable recommendations related to EMS policy, regionalization, quality oversight, funding, workforce, and implementation;
- Experience working with state agencies, rural health systems, county or local governments, hospitals, EMS providers, or comparable public-sector entities; and
- Capacity to protect confidential, proprietary, competitively sensitive, personally identifiable, and otherwise restricted information.

Financial Stability or Solvency

Vendor must be financially stable or solvent.

Budget

No estimated budget is stated for this RFP.

Resources and Facilities

The Vendor must have adequate resources and facilities to render the requested services referenced herein. The Vendor must have in place as of the date of the proposal submission.

References

References will not be scored in this RFP.

Ability to Perform

The Offeror may be required before the award of any contract to show to the complete satisfaction of the Agency that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Offeror may also be required to give a past history and references in order to

satisfy the Agency in regard to the Offeror's qualifications. The Agency may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the Agency all information for this purpose that may be requested. The Agency reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Offeror fails to satisfy the Agency that the Offeror is properly qualified to carry out the obligations of the Contract and to complete the work described therein. Evaluation of the vendor's qualifications shall include:

1. the ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. the ability of the Vendor to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. the character, integrity, reputation, judgment, experience, and efficiency of the Vendor; and,
4. the quality of performance of previous contracts or services.

Section 8 - Proposal Submission Requirements

Conflicts of Interest

Other Current MSDH Contracts*

List all other current agreements/contracts with MSDH, including the dollar amount associated with the agreement/contract and the beginning and ending dates. If no other funds are received, please mark N/A.

Please provide each entry in the following format:

MSDH Program or Agreement/Contract Name #1

- Dollar Amount
- Contract Beginning Date
- Contract Ending Date

*Response required

Organization Governing Body*

Please list the name of each member of your organization's Board of Directors or other governing body (i.e., trustee, alderman, partner, owner).

*Response required

Governing Body or Project Staff Affiliations*

Are any members of the governing body or project staff also MSDH employees, MSDH Board Members, or spouses, parents, or children of MSDH employees?

- ☐ Yes
☐ No

*Response required

When equals "Yes"

Governing Body or Staff Affiliations - Explanation*

You have indicated that one or more members of your governing body or project staff are also MSDH employees, MSDH Board Members, or spouses, parents, or children of MSDH employees.

Please provide the following for all such individuals:

- Name of Individual
- Indicate if individual is an MSDH Employee, MSDH Board Member, or relative type of MSDH employee.
- Applicable position held with MSDH

*Response required

When equals "Yes"

Income From Business*

Does the MSDH Board Member, Employee, or Relative receive more than \$2,500.00 per year in income from the business?

☐ Yes

☐ No

*Response required

When equals "Yes"

Ownership Status - Percentage*

Does the MSDH Board Member, Employee, or Relative own ten (10%) percent or more of the fair market value in the business, either directly or indirectly through another business?

☐ Yes

☐ No

*Response required

When equals "Yes"

Ownership Status - Amount*

Does the MSDH Board Member, Employee, or Relative have ownership interest in the business, in which the fair market value exceeds \$5,000.00?

☐ Yes

☐ No

*Response required

When equals "Yes"

Position Within Business*

Is the MSDH Board Member, Employee, or Relative a director, officer, or employee of the business?

☐ Yes

☐ No

*Response required

Conflict of Interest Certification*

I hereby certify that the information set forth above is true and complete to the best of my knowledge and that no MSDH employee, spouse, parent, or child of an MSDH employee, serves as a member of the governing body, project staff, or has an ownership or pecuniary interest in the agreement/contract or organization. I agree to notify MSDH within thirty (30) days if any of these conditions change during the agreement/contract.

☐ Please confirm

*Response required

Management Section

Project Understanding and Proposed Approach*

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

*Response required

Minimum Vendor Requirements Confirmation*

Respond by restating each minimum Vendor requirement and document how your company meets these minimum criteria.

*Response required

Technical Section

Scope of Services Confirmation*

Respond by restating each service listed in RFP's Scope of Services, and confirm your intention to provide the service as described by responding, "Confirmed". If your firm can provide the service, but not exactly as described, respond, "Confirmed, but with exceptions", and state the specific exceptions. If your firm intends to provide a listed service through a subcontractor, respond, "Confirmed, service will be provided through subcontractor", and name the subcontractor. If your firm is currently unable to provide a listed service, respond

by stating, “Unable to provide this service”. Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

*Response required

Stakeholder Engagement Plan*

Provide the proposed stakeholder engagement strategy for your company.

*Response required

Workplan and Timeline*

Provide a detailed workplan and timeline for the proposed workplan and deliverable schedule.

*Response required

RFP Statement of Compliance and Exception(s) form*

If a vendor objects to any terms, conditions, or requirements listed in the EMS Capacity Assessment, dated Friday, July 10, 2026, including all RFP attachments and amendments, the Vendor must list and explain the exceptions taken. If no exceptions are taken, then the Vendor shall state on the form “No Exceptions Taken.” Failure to indicate any exception will be interpreted as the Vendor’s intent to comply fully with the requirements as written. Failure to complete and/or sign may result in Vendor being determined non-responsive.

*Response required

Resumes for Key Staff*

Provide a complete résumé of key vendor staff who will be assigned to render services to the Agency, including detailed information on any special training or designations. Specifically identify the principal in charge (executive sponsor), project director/manager, subject matter experts, business analysts, and account executive who will serve as the primary contact for the Agency. Provide each person’s total number of years of experience related to the services being requested in the RFP.

*Response required

Any Additional Information Not Specifically Requested*

If you have additional information you would like to provide, include it as an additional attachment your proposal. It is the proposer’s sole responsibility to submit information relative to the evaluation of its proposal and the Agency is under no obligation to solicit such information if it is not included with the proposal.

*Response required

Cost Section

All pricing must be submitted on the fee schedule. Modification or addition to any portion of the fee schedule may be cause for rejection of the proposal.

Fee Schedule*

All pricing must be submitted on the fee schedule. Failure to complete and/or sign the fee schedule may result in Vendor being determined non-responsive. **Modification or addition to any portion of the supplied Fee Schedule's format may be cause for rejection of the proposal.**

*Response required

Additional Proposal Items

By submitting a proposal in response to the RFP, the offeror certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Offeror further certifies that it is not an agent of any such person or entity. Offeror certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Offeror certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein. Offeror certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the offeror's failure to perform, default, or any other action or inaction by the offeror.

Additional Material Upload

Statement of Compliance*

Upload the Statement of Compliance (Attachment B).

If a vendor objects to any terms, conditions, or requirements listed in the RFx TBD, dated Friday, July 10, 2026, including all RFP attachments and amendments, the Vendor must list and explain the exceptions taken. If no exceptions are taken, then the Vendor shall state on the form "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Vendor's intent to comply fully with the requirements as written. Failure to complete and/or sign may result in Vendor being determined non-responsive.

*Response required

Signed Acknowledgment(s) of RFP Amendment(s)*

(if any were posted)

In the event of no Amendments or Addenda to this RFP, you are still required to upload a statement here regarding such.

*Response required

Debarment, Suspension, and Eligibility*

The applicant certifies that they or any of its principals _____ presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal or state contracts.

Select the answer which best fills in the blank for the applicant.

☐ are

☐ are not

*Response required

Charges From A Government Agency*

The applicant certifies that they or any of its principals _____ presently indicted for, or otherwise criminally or civilly charged by a government entity.

Select the answer which best fills in the blank for the applicant.

- ☐ are
- ☐ are not

*Response required

Conviction or Acknowledgment of Fault*

The applicant certifies that they or any of its principals _____ within the last five (5) years, been the subject of a federal or state criminal proceeding resulting in a conviction or other acknowledgment of fault, been the subject of a federal or state civil or administrative proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000 or other acknowledgment of fault; convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Select the answer which best fills in the blank for the applicant.

- ☐ have
- ☐ have not

*Response required

Contract Termination By Default*

The applicant certifies that they or any of its principals _____ within the last three (3) years preceding this offer, had one or more contracts terminated for default by any federal agency.

Select the answer which best fills in the blank for the applicant.

- ☐ have
- ☐ have not

*Response required

Felony Criminal Violations*

The applicant certifies that they or any of its principals _____ within the last twenty-four (24) months, been convicted of a felony criminal violation under federal or state law.

Select the answer which best fills in the blank for the applicant.

- ☐ have
- ☐ have not

*Response required

Financial Records*

Does the applicant have a financial management system that provides records that can identify the source and award-supported activities and provides control and accountability of project funds, property, and other assets?

☐ Yes

☐ No

*Response required

Audit Status / Fiscal Responsibility*

Does the applicant receive an annual audit in accordance with Uniform Guidance §200.514 (formerly A-133).

☐ Yes

☐ No

*Response required

When equals "Yes"

Most Recent Audit*

What is the most recent fiscal year for which this audit was completed?

*Response required

When equals "Yes"

Report Findings*

Were there any audit findings in the most recent report?

If "Yes", please be sure to provide an explanation in the applicable upcoming question. Failure to provide an explanation may cause your submittal to be deemed non-responsive.

☐ Yes

☐ No

*Response required

When equals "Yes"

Recent Audit Report*

Please upload a copy of your most recent Uniform Guidance §200.514 (formerly A-133) Audit Report.

*Response required

When equals "Yes"

Explanation or Other Information*

Please provide any additional information around your Audit Status that you feel is necessary here. This includes an explanation regarding any audit findings in your most recent audit.

If you have nothing to add here, please state that you have no additional information to provide.

*Response required

When equals "No"

No Annual Audit*

You have stated that the applicant does not receive an annual audit in accordance with Uniform Guidance §200.514 (formerly A-133).

Please select the option which best fits the reason why.

- ☐ Non-Profit Entity (under Federal Funding Threshold)
- ☐ For Profit Entity
- ☐ Other

*Response required

When equals "No"

No Annual Audit - Other*

If you selected "Other" in the previous question regarding why you do not receive an annual audit in accordance with Uniform Guidance §200.514 (formerly A-133) please specify here.

If your answer to the previous question was not "Other", please respond here with "N/A".

*Response required

W9*

Upload a copy of your current W9 here.

*Response required

Submission Requirements

Proposals shall be submitted no later than the time and date specified for receipt of proposals. The electronic files shall not be password protected, shall be in Portable Document Format (PDF®) or Microsoft Word and/or Microsoft Excel format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal packages must be submitted to the Agency's OpenGov Procurement portal before 10:00 am CST, Friday, July 24, 2026. Proposals submitted via facsimile (fax) machine **will not** be accepted. All vendors are urged to take the possibility of delay into account when submitting a proposal.

Timely submission of the proposal package is the responsibility of the Vendor. Proposals received after the specified time will be rejected and maintained unopened in the procurement file. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.

The time and date of receipt will be indicated on the electronic proposal when submitted through the Agency's OpenGov Procurement portal.

Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Vendor to submit all information in a manner that it is clearly referenced and easily located.

Failure to submit a proposal on the fee schedule provided will be considered cause for rejection of the proposal. **Modifications or additions to any portion of the proposal document may be cause for rejection of the proposal.** The Agency reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive.

Vendors taking exception to any part or section of the solicitation shall indicate such exceptions on the RFP Statement of Compliance and Exception(s) form, **Attachment B**. Failure to indicate any exception will be interpreted as the vendor's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part. The proposal must contain a high degree of acceptance of contract terms and conditions listed in this RFP and the attached Sample Agreement.

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The Agency reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the Agency of non-responsiveness based on the submission of nonconforming terms and conditions.

As a precondition to proposal acceptance, the Agency may request the Vendor to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Any Vendor claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 et seq. and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

Vendors shall acknowledge which of the following statements is applicable regarding release of its proposal document 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.

MAGIC Vendor Number*

Enter your MAGIC Vendor Number here. This is a ten (10) digit number that begins with 310.

Guide Instructions are as follows:

- If you ARE registered with the MAGIC eProcurement system and do not know your MAGIC Vendor number, you may contact the MAGIC helpdesk by calling (601) 359-1343 or by emailing mash@dfa.gov for assistance. Webpage [Call Center](#). (Do NOT create a new vendor number)

- If you are NOT registered, please visit the registration page here: [MAGIC eProcurement system](#). If you require assistance, you may access the [Call Center](#) page for both a phone number and email as well as business hours for assistance.

Maximum response length: 10 characters

*Response required

Vendor Signatory Authority*

Vendor Signatory Authority

If awarded a contract, who would sign on behalf of the company. Please list the full name and title of the individual signing.

EXAMPLE

Name, Title, Address, Phone Number, Email

*Response required

Release of Proposal as Public Record*

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

OPTION ONE:

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

OPTION TWO:

____ Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MSDH at any time without notice to offeror. The proposal contains no information offeror 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. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its proposal as provided in Mississippi Code

Annotated § 25-61-9(1)(a). An offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

In addition to the complete unredacted version of the proposal, if applicable the offeror shall also submit a copy of the proposal with information the offeror deems 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 redacted in black ink.

By submission offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MSDH or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1.

☐ Option One

☐ Option Two

*Response required

Work Performed Payment Notice*

I/We understand acknowledge work performed prior to execution is done at the vendor's own risk and may not be eligible for payment. MSDH reserves the right, in its sole discretion, to determine on a case-by-case basis whether payment is allowable based on the particular circumstances.

☐ Please confirm

*Response required

Section 9 - Vendor Certification

The Vendor agrees that submission of a signed proposals, fee schedule, and BAFO (if requested), is certification that the Vendor will accept an award made to it as a result of the submission. Under no circumstances, shall the maximum time for proposal acceptance by the State extend beyond one (1) year from the date of opening.

Section 10 - Exclusion or Debarment

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

MSDH will not consider responses to this solicitation from any applicant, offeror, or entity that is debarred, suspended, proposed for debarment, excluded, or declared ineligible by any federal or state agency to receive funding. Submissions from such entities will be deemed non-responsive and will not be evaluated or considered further. It is the responsibility of the applicant, offeror, or entity to ensure that they are in good standing and eligible to apply. By submitting a response to this solicitation, the applicant, offeror, or entity certifies compliance with all eligibility requirements, including that they are not subject to any of the conditions listed above.

Section 11 - Registration with Mississippi Secretary of State

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

Section 12 - Insurance

The Contractor shall ensure that the professional staff and other decision-making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this Request for Proposals (RFP).

The Contractor shall obtain, pay for and keep in force during the Contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this Request for Proposals (RFP).

Section 13 - Proposal Opening

Submitted proposals shall be opened at the time/date designated in Section 2. The proposal opening is not open to the public.

Section 14 - Award Notification

Award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False and the Agency's OpenGov Procurement portal at <https://procurement.opengov.com/portal/msdh>. Vendors will be notified via email of the awards.

Section 15 - Procurement Methodology

Restrictions on Communications with Agency and Agency Staff

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

Vendor Investigations

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

Expenses Incurred in Preparing a Proposal

The Agency accepts no responsibility for any expense incurred by any vendor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Vendor.

Independent Price Determination

By submitting a proposal, the Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid/offered. The prices quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead/profit; all required applicable taxes; all required vehicles; all required fuel and mileage; all required travel; all required labor and supervision; all required training; all required business and professional certifications, licenses, permits, or fees; and, any and all other direct or indirect costs, incurred or to be incurred. All pricing should include all associated costs with no additional or hidden fees.

The agency may reject any submission in whole or in part.

Rejection of Proposals

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP document is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or signed is subject to rejection as non-responsive. The Agency reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a Vendor's price is substantially higher or lower than those of other vendors, meaning those in excess or deficient of a twenty-five percent (25%) differential, the Vendor's price may be deemed non-responsive.

Withdrawal of Proposals

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

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

To withdraw a proposal that includes a clerical error after proposal opening, the Vendor must give notice in writing to the Agency of claim of right to withdraw a proposal. Within two (2) business days after the proposal

opening, the Vendor requesting withdrawal must provide to the Agency all original work papers, documents, and other materials used in the preparation of the bid/offer.

A Vendor may also withdraw a bid/offer, prior to the time set for the opening of proposals, by simply clicking the "unsubmit" button for their proposal in the Agency's OpenGov Procurement portal. No explanation is required.

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

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

Post-Award Vendor Debriefing

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by email (Procurement@msdh.ms.gov). Vendors should enter "RFP RFx Number TBD – Debriefings" as the subject for the email. The written request must be received by the Proposal Coordinator within three (3) business days of notification of the contract award. A post-award vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a vendor prefers to have legal representation present, the vendor must notify the Proposal Coordinator in writing and identify its attorney by name, address, and telephone number. The Agency will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Mississippi Office of the Attorney General can be present.

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please see Section 6.9.2, Post-Award Vendor Debriefing, of the PPRB OPSCR Rules and Regulations as updated and replaced by PPRB.

Request for Reconsideration of the Terms of the Solicitation

Any potential offeror has an opportunity to request that the procuring Agency reconsider the terms of the solicitation. Any such request shall be filed with the Agency official primarily responsible for the procurement and the Director of OPSCR within three business days following the date of public notice as defined in Section 6.5.1 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. It shall be the sole responsibility of the requesting offeror to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with Section 6.5.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* results in waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the RFP was issued. The request shall identify which of the rules and regulations the requesting offeror believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the section(s) of solicitation at issue in its request. The request shall not be supplemented.

The *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* provide the opportunity to request reconsideration of the terms of an RFP which may result in a contract requiring PPRB approval. No such opportunity exists for an RFP which will not result in a contract requiring PPRB approval unless explicitly so stated by the procuring Agency.

Contract Rights

Contract rights do not vest in any party until a contract is legally executed. The MSDH is under no obligation to award a contract following issuance of this solicitation.

Minor Informalities and Irregularities

The MSDH has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by an offeror for the MSDH to properly evaluate the offer, the MSDH has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule.*)

Procurement Regulations

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

Preservation of Procurement

At the Agency's sole discretion, this RFP may be canceled, all proposals may be rejected, or individual proposals may be rejected when the Agency determines that it is in the Agency's best interest to do so.

Section 16 - Required Contract Terms and Conditions

A draft contract has been included as an Attachment to this RFP for your review and comment. Any contract entered into with the Agency pursuant to this RFP shall have the clauses as required pursuant to the PPRB OPSCR Rules and Regulations and/or State of Mississippi Procurement Manual as updated and replaced by PPRB. These required clauses are mandatory and are nonnegotiable. MSDH discourages exceptions from the draft contract content, regardless of content being required or not. Such exceptions may cause a proposal to be rejected as nonresponsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

Section 17 - Agency Website

This RFP, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Proposal Conference, Tour, or Site Visit, if any were issued, the Notice of Intent-To-Award, and the Evaluation Report will be posted on the Agency's OpenGov Procurement portal at <https://procurement.opengov.com/portal/msdh>.

Section 18 - Attachments

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

Section 19 - Electronic Fee Schedule

BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	EMS Regionalization Assessment	1	Report		
2	EMS Policy and Regulatory Development	300	Hours		
3	Community Paramedicine Training and Education Model	1	Training and Education Module and Plan		
4	Data and Technology Needs Assessment	1	Report		
5	Stakeholder Engagement	200	Hours		
6	Formal white paper addressing optimal use of Rural Health Transformation funds for a collaborative, sustainable, and transformational approach	1	Report		
TOTAL					

Section 20 - Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Cost Cost is reviewed by the Agency Procurement Director and/or designee as it is objectively scored based on the competitiveness of the proposed fees, rates, price, or cost offered. The lowest cost proposed will receive the maximum 40 points allocated to cost. The point allocations for cost on the other offers will be evaluated according to the following formula: Price of the lowest responsive and responsible offer divided by the price of the responsive and responsible offer being rated times the maximum 40 points allocated for cost equals the awarded points.	Reward Low Cost	35 <i>(35% of Total)</i>
2.	Project Understanding, Data Integration, and Approach (Demonstrates a clear understanding of the goals, challenges, appropriate data to be utilized and policy and regulatory environment)	Points Based	25 <i>(25% of Total)</i>
3.	Qualifications and Experience of the Offeror (Vendor's experience with comparable EMS capacity initiative, particularly at the state or regional level)	Points Based	15 <i>(15% of Total)</i>
4.	Qualification of Key Personnel (Expertise and relevant background of proposed the team members, including leadership and data/engagement staff)	Points Based	10 <i>(10% of Total)</i>
5.	Stakeholder Engagement (Quality and inclusiveness of proposed stakeholder engagement strategy)	Points Based	5 <i>(5% of Total)</i>
6.	Workplan and Timeline (Feasibility and clarity of the proposed workplan, timeline, and deliverable schedule)	Points Based	10 <i>(10% of Total)</i>

Section 21 - Contract for Professional Services

MISSISSIPPI STATE DEPARTMENT OF HEALTH CONTRACT FOR PROFESSIONAL SERVICES

1. Parties

This contractual agreement (hereinafter "Contract" or "Agreement") is entered into by and between the Mississippi State Department of Health (hereinafter "MSDH" or "Agency") and (hereinafter "Contractor"), or otherwise collectively herein referenced as "Parties."

2. Period of Performance

This contract will become effective for the period beginning and ending on ,

upon the approval and signature of the parties hereto, unless this Agreement is terminated pursuant to applicable termination provisions contained herein. The contract maybe renewed at the discretion of MSDH for one-year periods at the same prices, terms, and conditions contained herein, which may be subject to Public Procurement Review Board (PPRB) approval. The cumulative term of this contract shall not exceed the period of five (5) years to include the initial contract term and any renewal periods.

3. Scope of Services

Contractor shall undertake and complete the scope of work as described in Attachment A to this Agreement, which, along with the Contractor's submission, is hereby attached and incorporated herein by reference, Scope of Services.

4. Compensation

As full and complete compensation for the services satisfactorily provided herein, MSDH shall pay the Contractor in accordance with state law a total amount not to exceed \$ [REDACTED] for the term of this Agreement.

5. Billing and Supporting Documentation

The Agency shall pay the Contractor upon completion and acceptance of performance under this Agreement. Contractor shall submit to MSDH monthly, or as otherwise required by MSDH, itemized invoices detailing the work provided. To support costs represented on each invoice, Contractor shall also submit sufficient and/or required documentation to justify the amounts invoiced. Billing will be reviewed by MSDH prior to processing payment to Contractor. Contractor shall submit the final invoice, along with appropriate documentation to the Agency for payment of services performed under this contract twenty (20) days before expiration date.

Invoices shall be sent to:

[REDACTED]

Mississippi Department of Health,

[REDACTED]

[REDACTED]

6. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

7. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service

Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

8. Attorney's Fees and Expenses

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

9. Authority to Contract

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

10. Availability of Funds

It is expressly understood and agreed that the obligation of MSDH to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MSDH shall have the right upon ten (10) business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MSDH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

11. Compliance with Equal Opportunity in Employment Policy

Contractor understands that the MSDH is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

12. Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

13. Confidentiality

MSDH is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983* (the "Act"). Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to MSDH by Contractor, MSDH shall follow the provisions of the Act as well as (where applicable) Mississippi Code Annotated §79-23-1 before disclosing such information. This is unless Contractor has previously indicated the information requested is not a trade secret or confidential commercial or financial information or otherwise not exempt from the Mississippi Public Records Act. The MSDH shall not be liable to the Contractor for disclosure of information required by court order or required by law.

14. Contract Assignment and Subcontracting

Contractor acknowledges that it was selected by MSDH to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of MSDH,

which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MSDH shall be null and void. Approval of a subcontract by the MSDH shall not be deemed to be approval of the incurrence of any additional obligation of the MSDH. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that MSDH may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

15. Contractor Personnel

The MSDH shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MSDH reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the MSDH in a timely manner and at no additional cost to the MSDH. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

16. Copyrights

Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to MSDH. Contractor hereby grants to MSDH a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

17. Disclosure of Confidential Information Required by Law

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party, unless prohibited by law from doing so, at the earliest reasonable opportunity without unreasonable delay and at least five (5) days in advance of any divulgence so that the nondivulging party may take appropriate steps to address the disclosure, if needed. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, et seq.

18. E-Payment

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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within forty-five (45) calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

19. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MSDH subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

20. Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MSDH, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MSDH may have.

21. Failure to Enforce Does Not Constitute Waiver

Failure by the MSDH at any time to enforce the provisions of the contract shall not be construed as a

waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MSDH to enforce any provision at any time in accordance with its terms.

22. Force Majeure

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MSDH may exercise any rights it has under the contract which are available when neither party is in default.

23. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the MSDH's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MSDH, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MSDH. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MSDH, which shall not be unreasonably withheld.

24. Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MSDH. Nothing contained herein shall be deemed or construed by the MSDH, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MSDH and Contractor. Neither the method of computation of

fees or other charges, nor any other provision contained herein, nor any acts of the MSDH or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MSDH and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MSDH. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MSDH, and the MSDH shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MSDH shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MSDH shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MSDH for its employees.

25. Information Designated by Agency as Confidential

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MSDH may result in the immediate termination of this agreement.

26. Infringement Indemnification

Contractor warrants that the materials and deliverables provided to the MSDH under this agreement, and their use by the MSDH, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MSDH the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MSDH the right to use such items, Contractor shall suitably modify them to make them noninfringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MSDH to discontinue using such items, in which case Contractor will refund to the MSDH the fees previously paid by the MSDH for the items the customer may no longer use, and shall compensate the MSDH for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) business days of notice to the MSDH to discontinue said use.

Scope of Indemnification: Provided that the MSDH promptly notifies Contractor in writing of

any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MSDH against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MSDH's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MSDH, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MSDH. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MSDH, which shall not be unreasonably withheld.

27. Insurance

The Contractor shall ensure that professional staff and other decision-making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this Agreement. The Contractor shall obtain, pay for and keep in force during the Contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this Agreement. The MSDH reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

28. Modification or Amendment

Except for modifications or amendments as otherwise authorized by provisions herein, modifications or amendments to this Agreement may be made upon mutual agreement of the parties, in writing, signed by the Parties hereto, and approved as required by law and/or PPRB. No oral statement of any person shall modify or otherwise affect the terms, conditions, prices, or requirements of this Agreement.

In the event that federal and/or state revisions to laws or regulations make changes to this agreement necessary, the Parties agree (to the extent authorized by law and consistent with PPRB Rules and Regulations) to negotiate any modification or amendment in good faith to bring the agreement into compliance with such revisions to federal and/or state laws or regulations. Any modification or amendment under these circumstances may be subject to approval by the PPRB as required.

29. No Limitation of Liability

Nothing 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.

30. Notices

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For MSDH:

Daniel Edney, MD, FACP, FASAM
State Health Officer
Mississippi State Department of Health
Post Office Box 1700
Jackson, Mississippi 39215-1700
[with Copy to Procurement@msdh.ms.gov]

For the Contractor:

31. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MSDH, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

32. Contractor's Representation Regarding Contingent Fees

By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

33. Ownership of Documents and Work Papers

MSDH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except

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

34. Paymode

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

35. Procurement Regulations

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

36. Property Rights

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

37. Quality Control

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MSDH.

38. Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSDH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MSDH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former

employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

39. Required Public Records and Transparency

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

40. Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the Agency or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. Unless mandated by federal or state law for a longer retention period, all records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Unless mandated by federal or state law for a longer retention period, all records related to this agreement that contain, or are associated with, protected health information (PHI) shall be retained by Contractor for at least six (6) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the six (6) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the six (6) year period, whichever is later.

41. Right to Audit

Contractor shall maintain such financial records and other records pertaining to this Agreement

which do not contain PHI as may be prescribed by MSDH or by applicable federal and state laws, rules, and regulations. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by MSDH, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by MSDH, the Mississippi State Auditor's Office, its designees, or other authorized bodies.

Unless mandated by federal or state law for a longer retention period, Contractor shall retain records pertaining to this Agreement for a period of six (6) years after final payment if such records contain, or are associated with, PHI. These records shall be made available during the term of the contract and the subsequent six (6) year period for examination, transcription, and audit by MSDH, the Mississippi State Auditor's Office, its designees, or other authorized bodies.

42. Requirements Contract

During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirements contract and that the MSDH shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MSDH for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MSDH is under no obligation to Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MSDH may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

43. Right to Inspect Facility

The MSDH may, at reasonable times, inspect the place of business of the Contractor or any subcontractor which is related to the performance of any contract awarded by the MSDH.

44. State Property

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

45. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

46. Stop Work Order

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

47. Termination

Termination for Convenience. The MSDH may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MSDH shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

48. Debarment and Suspension

Contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor certifies that it is not an agent of any such person or entity. Contractor certifies that it has not, in the five-year period preceding this contract, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Contractor certifies that, within the past five years, it has not had a contract with a governmental

entity terminated due to the contractor's failure to perform, default, or any other action or inaction by the Contractor.

49. Conflict of Interest

To the best of its knowledge and through execution of this Agreement, Contractor certifies that no MSDH employee, or spouse, parent or child of an MSDH employee, serves as a member of its governing body, project staff or has an ownership or pecuniary interest in the Contractor. Contractor agrees that should this condition change during the period of this contract, Contractor shall notify MSDH within thirty (30) days. Notifications should be sent by certified mail to the following:

Mississippi State Department of Health
Attention: MSDH Legal Department
Post Office Box 1700
Jackson, Mississippi 39215-1700

Furthermore, Contractor represents, to the best of its knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias.

50. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

All activities under this Agreement regarding the exchange of information and data between MSDH and Contractor shall be performed in accordance with any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the Parties and all applicable federal and/or State of Mississippi laws, rules, and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of

2009) and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the services under this Agreement. Each party to this Agreement shall treat all data and information to which it has access under this Agreement as confidential information to the extent that confidential treatment of same is required under federal and State of Mississippi law and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties, and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise

protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party, and thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties. The provision herein shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the Parties following termination.

51. Entire Agreement

This agreement, including all contract documents, all Contractor submissions which are fully incorporated herein by reference represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MSDH and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MSDH or Contractor on the basis of draftsmanship or preparation hereof.

52. Priority

The contract consists of this agreement, [REDACTED]. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to Attachment [REDACTED] and, if still unresolved, by reference to Attachment [REDACTED]. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

In witness whereof, the Parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By: _____

Daniel Edney, MD, FACP, FASAM
State Health Officer
Mississippi State Department of Health

DATE

By: _____

<Vendor Representative>
<Vendor Name>

Section 22 - Sample Business Associate Agreement

MISSISSIPPI STATE DEPARTMENT OF HEALTH BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into by and between the Mississippi State Department of Health ("MSDH") the Covered Entity and _____ ("Business Associate"), hereinafter referred to as the Parties, and modifies any other prior existing agreement or contract for this purpose. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, the Parties therefore agree as follows:

I. Recitals

- a. MSDH is a state agency with a principal place of business at 570 East Woodrow Wilson, Jackson, MS 39215
- b. Business Associate is a corporation qualified to do business in Mississippi that will act to perform business services for MSDH with a principal place of business at _____
- c. This Business Associate Agreement ("Agreement") is entered into pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as amended by the Genetic Information Nondiscrimination Act ("GINA") of 2008 and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act ("ARRA") of 2009, and its implementing regulations, including, but not necessarily limited to, 45 C.F.R. Part 160, and 45 C.F.R. Part 164 Subparts A and C ("Security Rule"), and 45 C.F.R. Part 160 Subparts A and E ("Privacy Rule"). These statutes and regulations are hereinafter collectively referred to as HIPAA. MSDH, as a covered entity, is required to enter into this Agreement to obtain satisfactory assurances that Business Associate will comply with and appropriately safeguard all Protected Health Information ("PHI") Used, Disclosed, created, or received by Business Associate on behalf of MSDH. Certain provisions of HIPAA and its implementing regulations apply to Business Associate in the same manner as they apply to MSDH, and such provisions must be incorporated into this Agreement.
- d. MSDH desires to engage Business Associate to perform certain functions for, or on behalf of, MSDH involving the Disclosure of PHI by MSDH to Business Associate, or the creation or Use of PHI by Business Associate on behalf of MSDH, and Business Associate desires to perform such functions, as set forth in the Underlying Agreement(s) which involve the exchange of information, and wholly incorporated herein.

II. Definitions

- a. "Breach" shall mean the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and subject to the exceptions set forth in 45 C.F.R. § 164.402.
- b. "Business Associate" shall mean _____, including all workforce members, representatives, agents, successors, heirs, and permitted assigns.
- c. "Covered Entity" shall mean the Mississippi State Department of Health, an agency of the State of Mississippi.
- d. "Data Aggregation" shall have the same meaning as the term "Data aggregation" in 45 C.F.R. §164.501.
- e. "Designated Record Set" shall have the same meaning as the term "Designated Record Set" in 45 C.F.R. §164.501.
- f. "Disclosure" shall have the same meaning as the term "Disclosure" in 45 C.F.R. § 160.103.
- g. "MSDH" shall mean the Mississippi State Department of Health, an agency of the State of Mississippi.
- h. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i. "Privacy Officer" shall mean the person designated by MSDH to oversee its implementation of and compliance with HIPAA.
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of MSDH.
- l. "Qualified Service Organization" shall have the same meaning as defined in 42 CFR § 2.11.
- m. "Required by Law" shall have the same meaning as the term "Required by law" in 45 C.F.R. § 164.103.
- n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee
- o. "Security Incident" shall have the same meaning as the term "Security incident" in 45 C.F.R. §164.304.

- p. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- q. "Standard" shall have the same meaning as the term "Standard" in 45 C.F.R. § 160.103.
- r. "Underlying Agreement" shall mean any applicable Memorandum of Understanding ("MOU"), agreement, contract, or any other similar device, and any proposal or Request for Proposal ("RFP") related thereto and agreed upon between the Parties, entered into between MSDH and Business Associate. Under this Business Associate Agreement, "Underlying Agreement" shall refer to the following: _____.
- s. "Unsecured Protected Health Information" shall have the same meaning as the term "Unsecured protected health information" in 45 C.F.R. § 164.402.
- t. "Use" shall have the same meaning as the term "Use" in 45 C.F.R. § 160.103
- u. "Violation" or "Violate" shall have the same meaning as the terms "Violation" or "Violate" in 45 C.F.R. § 160.103.

All other terms not defined herein shall have the meanings assigned in HIPAA and its implementing regulations.

III. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement and the Underlying Agreement(s), or as Required by Law.
- b. Business Associate agrees to utilize appropriate safeguards and comply, where applicable, with the HIPAA Privacy and Security Rules, to prevent Use or Disclosure of the PHI other than as permitted or provided for by this Agreement and shall: (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information and Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of MSDH; (ii) ensure that any subcontractor to whom Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (iii) report to MSDH any Security Incident of which Business Associate becomes aware.
- c. Business Associate shall implement and maintain a comprehensive written information security program that:
 - Is aligned with NIST SP 800-53 Rev. 5 Moderate baseline controls, including but not limited to the Access Control (AC), Identification and Authentication (IA), Audit and Accountability (AU), System and Communications Protection (SC), Risk Assessment (RA), and Incident Response (IR) control families.
 - Incorporates administrative, technical, and physical safeguards consistent with HIPAA, the HITECH Act, and Zero Trust Architecture principles.

- Is reviewed at least annually and updated based on risk assessments, emerging threats, and regulatory changes.
- d. Business Associate shall implement and enforce the **Principle of Least Privilege**, ensuring that workforce members, systems, applications, and automated processes are granted only the minimum access necessary to perform authorized functions.
- Access rights shall be:
 - Approved through documented authorization procedures
 - Reviewed at least quarterly
 - Immediately revoked upon termination or role change
 - Technically enforced through centralized access control mechanisms.
- e. Business Associate shall implement:
- **Role-Based Access Control (RBAC)** to ensure access to PHI is provisioned based on defined job roles and responsibilities.
 - **Attribute-Based Access Control (ABAC)** or equivalent dynamic access controls where appropriate, incorporating contextual attributes such as:
 - User Role
 - Device trust level
 - Geographic location
 - Time of access
 - Risk score or authentication strength
 - Access decisions shall be centrally managed and logged.
- f. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in Violation of the requirements of this Agreement and/or state or federal laws and regulations.
- g. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any actual or suspected Breach or Security Incident. Business Associate agrees to take the following steps:

*Notice to **MSDH**.* (1) To notify their MSDH Point-of-Contact, MSDH IT Security Officer and MSDH Privacy Officer **without unreasonable delay, and no later than five (5) days after discovery, by telephone call and email or registered or certified mail** upon the discovery of an actual or suspected Breach of Unsecured PHI in electronic media or in any other media. (2) To notify their

MSDH Point-of-Contact, MSDH IT Security Officer and MSDH Privacy Officer **without unreasonable delay, and no later than five (5) days after discovery, by telephone call and email or registered or certified mail** of any actual or suspected Security Incident affecting this Agreement, including but not limited to an actual or suspected Security Incident that involves data provided to MSDH by the Social Security Administration. A Breach or Security Incident shall be treated as discovered by Business Associate as of the first day on which the Breach or Security Incident is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach or Security Incident) who is a workforce member, officer, or other agent of Business Associate.

The notification shall include, to the extent possible and subsequently as the information becomes available, a reasonably detailed description of the actual or suspected Breach or Security Incident, the identification of all Individuals whose Unsecured PHI is reasonably believed by Business Associate to have been affected by the Breach or Security Incident along with any other available information that is required to be included in the notification to the Individual, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164, Subparts A, D, and E, or any other applicable notification requirements.

Upon discovery of an actual or suspected Breach or Security Incident, Business Associate shall take:

- Prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and
- Any action pertaining to such unauthorized Disclosure required by applicable Federal and State laws and regulations.

Investigation. To immediately investigate any such actual or suspected Breach or Security Incident upon discovery in order to determine if the actual or suspected Breach or Security Incident is a Violation of any applicable federal or state laws or regulations, and to submit updated information by email or registered or certified mail, as it becomes available, to the MSDH IT Security Officer and MSDH Privacy Officer.

Complete Report. To provide a complete written report by email or registered or certified mail of the investigation to the MSDH IT Security Officer and MSDH Privacy Officer within ten (10) working days of the discovery of any actual or suspected Breach or Security Incident. The report shall include:

- the identification of each Individual whose PHI was or is believed to have been involved;

- a reasonably detailed description of the types of PHI involved; and
- a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain any suspected or actual Breach of security, intrusion or unauthorized Use or Disclosure.

If MSDH requests information in addition to that provided in the written report, Business Associate shall make reasonable efforts to provide MSDH with such information. If necessary, a supplemental report may be utilized to submit revised or additional information after the completed report is submitted.

Notification of Individuals. If the cause of an actual Breach of PHI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify each Individual of the Breach when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the Breach. The notifications shall comply with the requirements set forth in 42 U.S.C. § 17932 and its implementing regulations. The MSDH IT Security Officer and MSDH Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

Responsibility for Reporting of Breaches. If the cause of a Breach of PHI is attributable to Business Associate or its agents, subcontractors, or vendors, and Business Associate is a covered entity as defined under HIPAA and the HIPAA regulations, Business Associate is responsible for all required reporting of the Breach as specified in 42 U.S.C. § 17932 and its implementing regulations, including notification to media outlets and to the Secretary of the U.S. Department of Health and Human Services. If Business Associate has reason to believe that duplicate reporting of the same Breach or Security Incident may occur because its subcontractors, agents or vendors may report the Breach or Security Incident to MSDH in addition to Business Associate, Business Associate shall notify MSDH, and MSDH and Business Associate may take appropriate action to prevent duplicate reporting. The Breach reporting requirements of this paragraph are in addition to the reporting requirements set forth above.

- h. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such information, all in accordance with 45 C.F.R. §§ 164.308 and 164.502.
- i. If Business Associate stores, processes, or transmits MSDH data in cloud environments:
 - Cloud providers must maintain SOC 2 Type II or FedRAMP Moderate (or higher) accreditation.
 - PHI must remain within the continental United States.

- Cloud administrative access will be restricted and logged.
- j. Business Associate will be monitored by MSDH supply chain management systems and scored in UpGuard. Vendor shall maintain the appropriate score, for the risk category defined in the MSDH Vendor Risk Management Policy, which will be provided on request.
- k. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Business Associate agree to comply with the applicable requirements of the Security Rule and Privacy Rule by entering into a Business Associate Agreement, in accordance with 45 C.F.R. §§ 164.308, 164.314, 164.502, and 164.504, and Business Associate shall provide MSDH with a copy of all such executed agreements between Business Associate and Business Associate's subcontractors. Business Associate understands that submission of their subcontractors' Business Associate Agreement(s) to MSDH does not constitute MSDH approval of any kind, including of the utilization of such subcontractors or of the adequacy of such agreements.
- l. Business Associate agrees that nothing in this Agreement is meant to take the place of any HIPAA-mandated reporting duties that apply directly to the Business Associate as a covered entity under HIPAA and its implementing regulations.
- m. Business Associate agrees to provide access, at the request of MSDH, and in the time and manner designated by MSDH, to PHI in a Designated Record Set, to MSDH or, as directed by MSDH, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- n. Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for MSDH to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate agrees to retain such documentation for at least six (6) years after the date of Disclosure; the provisions of this Section shall survive termination of this Agreement for any reason.
- o. Where applicable, Business Associate agrees to retain and securely store all data and documents falling under this Agreement and the Underlying Agreement(s) in accordance with HIPAA, the HITECH Act, and their implementing regulations.
- p. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that MSDH directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of MSDH or an Individual, and in the time and manner designated by MSDH.
- q. Business Associate agrees to provide to MSDH or an Individual, in a time and manner designated by MSDH, information collected in accordance with Section (III) of this Agreement, to permit MSDH to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- r. Business Associate agrees that it shall only Use or Disclose the minimum PHI necessary to perform functions, activities, or services for, or on behalf of, MSDH as specified in the Underlying Agreement(s). Business Associate agrees to comply with any guidance issued by the Secretary on what constitutes “minimum necessary” for purposes of the Privacy Rule, and any minimum necessary policies and procedures communicated to Business Associate by MSDH.
- s. Routine transmission of PHI by fax is not recommended. If information must be faxed, Business Associate agrees PHI shall be limited to those recipients who have a need to gain access to the information. The information to be faxed shall be limited to the “minimum necessary” to accomplish the proposed function. A cover sheet must be utilized which includes a required confidential statement prohibiting unlawful redisclosure. In the event a fax is received by an unintended recipient, Business Associate should obtain the recipient’s contact information, attempt to identify the misdirected document, and then contact MSDH Privacy Officer. Generally, Business Associate should instruct the recipient of the misdirected fax to await further instructions from the Business Associate. Recipients should not be told to throw away a misdirected fax. MSDH may instruct the recipient to return or destroy the document, depending on the facts.
- t. Business Associate agrees that to the extent that Business Associate carries out MSDH’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to MSDH in the performance of such obligation.
- u. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, MSDH available to the Secretary for purposes of determining MSDH’s compliance with the Privacy Rule.
- v. Business Associate agrees that nothing in this Agreement shall permit Business Associate to access, store, share, maintain, transmit or Use or Disclose PHI in any form via any medium with any third party, including Business Associate’s subcontractors, beyond the boundaries and jurisdiction of the United States without express written authorization from MSDH.
- w. Business Associate agrees that all MSDH data will be encrypted using industry standard algorithms.
 - At rest, data will be encrypted using FIPS 140-2 or 140-3 validated cryptographic modules with AES-256 or stronger algorithms.
 - In transit, TLS 1.2 or higher is required for the transmission of all MSDH data.
 - Encryption keys shall be managed in accordance with NIST SP 800-57 Part 1 Rev. 5 and NIST SP 800-53 Rev. 5 (SC-12, SC-28), including secure generation, storage, rotation, archival, and

destruction. Cryptographic keys shall be protected using FIPS 140-2 or FIPS 140-3 validated modules and, where feasible, shall be stored separately from encrypted data.

- x. Business Associate agrees to comply with the State of Mississippi ITS Enterprise Security Policy, which will be provided by MSDH upon request.
- y. Business Associate agrees to make an executive summary of its most recent information security audit available to MSDH upon request by MSDH.
- z. The provisions of the HITECH Act that apply to Business Associate and are required to be incorporated by reference in a business associate agreement are hereby incorporated into this Agreement, including, without limitation, 42 U.S.C. §§ 17935(b), (c), (d) and (e), and 17936(a) and (b), and their implementing regulations.
- aa. 42 U.S.C. §§ 17931(b) and 17934(c), and their implementing regulations, each apply to Business Associate with respect to its status as a business associate to the extent set forth in each such section.
- bb. Business Associate shall be responsible for, and shall reimburse MSDH for costs and expenses associated with steps reasonably implemented by MSDH to mitigate any Breach or other non-permitted Use or Disclosure of PHI or medical, health or personal information protected by other federal or state law, including, without limitation, the following: data analysis to determine appropriate mitigation steps in the event of a Breach, including assistance from Business Associate in the investigation of the Breach and, as needed, access to Business Associate's systems and records for purposes of Breach data analysis; preparation and mailing of notification(s) about the Breach to impacted Individuals, the media and regulators; costs associated with proper handling of inquiries from Individuals and other entities about the Breach (such as the establishment of toll-free numbers, maintenance of call centers for intake, preparation of scripts, questions/answers, and other communicative information about the Breach); credit monitoring and account monitoring services for impacted Individuals for a reasonable period (which shall be no less than 12 months); other mitigation action steps required of MSDH by federal or state regulators; and other reasonable mitigation steps required by MSDH.
- cc. Business Associate shall not, without written authorization from MSDH, perform marketing or fundraising on behalf of MSDH, or engage in the types of communications on behalf of MSDH that are excepted from the definition of "marketing" established at 45 C.F.R. §164.501. If MSDH requests and authorizes Business Associate to engage in these activities, Business Associate shall comply with the applicable provisions of the HITECH Act and the HIPAA Rules.
- dd. Business Associate shall not directly or indirectly receive remuneration in exchange for an Individual's PHI unless it is pursuant to specific written authorization by the Individual or subject to an exception established in the HIPAA Rules.

- ee. Without prior written approval from MSDH, Business Associate shall not publicly release any report, article, paper, graph, chart, or other product created, in whole or in part, using data provided or developed under this Agreement.
- ff. Business Associate agrees to utilize reasonable measures (including training) to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and Use or Disclose MSDH data, and to discipline such employees who intentionally violate any provisions of this Agreement.

IV. Permitted Uses and Disclosures by Business Associate

a. General Use and Disclosure Provisions:

- i. If applicable, Covered Entity and Business Associate hereby agree that this Agreement constitutes a Qualified Service Organization Agreement ("QSOA") as required by 42 C.F.R. Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations 42 CFR Part 2.
- ii. Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, MSDH as specified in the Underlying Agreement(s), provided that such Use or Disclosure would not Violate what is Required by Law or the Privacy Rule if done by MSDH, except for the specific Uses and Disclosures set forth below, for the purpose of performing the Underlying Agreement(s).

b. Specific Use and Disclosure Provisions:

- i. Business Associate may Use PHI, if necessary, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate under the Underlying Agreement(s) entered into between MSDH and Business Associate.
- ii. Business Associate may Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Disclosures are Required by Law and the person to whom the PHI was Disclosed notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- iii. If Business Associate must Disclose PHI pursuant to law or legal process, Business Associate shall notify MSDH by phone and in writing without unreasonable delay and at least five (5) days in advance of any Disclosure so that MSDH may take appropriate steps to address the Disclosure, if needed.

- iv. In the event that Business Associate works for more than one covered entity, Business Associate may Use and Disclose PHI for Data Aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such is permitted under the Privacy Rule.
- v. Business Associate may Use and Disclose de-identified health information if (a) the Use is communicated to MSDH and (b) the de-identified health information meets the implementation specifications for de-identification under the Privacy Rule.

V. Obligations of MSDH

- a. MSDH shall provide Business Associate with the Notice of Privacy Practices that MSDH produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice of Privacy Practices, upon request.
- b. MSDH shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. MSDH shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. MSDH shall notify Business Associate of any restriction to the Use or Disclosure of PHI that MSDH has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- e. Permissible Requests by MSDH: MSDH shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by MSDH, except as provided for in Section (IV) of this Agreement.

VI. Terms and Termination

- a. Term. For any new Underlying Agreement(s) entered into between MSDH and Business Associate, the effective date of this Agreement is the effective date of the Underlying Agreement(s) entered into between MSDH and Business Associate. For any ongoing Underlying Agreement(s) entered into between MSDH and Business Associate, the effective date of this Agreement is the date first herein written. This Agreement shall terminate when all of the PHI provided by MSDH to Business Associate or created or received by Business Associate on behalf of MSDH, is destroyed or returned to MSDH, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Underlying Agreement(s).

- b. Termination for Cause. Upon MSDH's knowledge of a material Violation by Business Associate, MSDH shall, at its discretion, either:
 - i. provide an opportunity for Business Associate to cure or end the Violation within a time specified by MSDH, after which MSDH may in its discretion terminate this Agreement and the Underlying Agreement(s) if Business Associate does not cure or end the Violation within the time specified by MSDH; or
 - ii. immediately terminate this Agreement and the associated Underlying Agreement(s) if Business Associate has broken a material term of this Agreement and cure is not possible.
- c. Effect of Termination.
 - i. Upon termination of this Agreement and the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of, MSDH in accordance with State and Federal retention guidelines. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

Upon expiration, non-renewal, or termination of the underlying Agreement for any reason (including lapse due to funding, procurement delays, or failure to renew) Business Associate's obligations under this BAA shall survive with respect to all Protected Health Information ("PHI") created, received, maintained, or transmitted on behalf of Covered Entity.

The obligations of Business Associate under this Agreement shall survive termination of this Agreement and shall continue until all such PHI has been destroyed or returned to MSDH, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to MSDH notification of the conditions that make return or destruction infeasible. Upon notification in writing that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. Miscellaneous

- a. Statutory and Regulatory References. A reference in this Agreement to a section in HIPAA, its implementing regulations, or other applicable law means the section as in effect or as amended, and for which compliance is required.

b. Amendments/Changes in Law.

- i. General. Modifications or amendments to this Agreement may be made upon mutual agreement of the Parties, in writing signed by the Parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. Such modifications or amendments signed by the Parties shall be attached to and become part of this Agreement.
 - ii. Amendments as a Result of Changes in the Law. The Parties agree to take such action as is necessary to amend this Agreement as is necessary to effectively comply with any subsequent changes or clarifications of statutes, regulations, or rules related to this Agreement. The Parties further agree to take such action as is necessary to comply with the requirements of HIPAA, its implementing regulations, and other applicable law relating to the security and privacy of PHI.
 - iii. Procedure for Implementing Amendments as a Result of Changes in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, or the Parties' compliance with the laws referenced in Section (VII)(b) of this Agreement necessitates an amendment, the requesting party shall notify the other party of any actions it reasonably deems are necessary to comply with such changes or to ensure compliance, and the Parties promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation of any such law, rule, regulation, or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, the Parties may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.
- c. Survival. The respective rights and obligations of Business Associate provided for in Sections (III)(j) and (VI)(c) of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit MSDH to comply with HIPAA, its implementing regulations, and other applicable law relating to the security and privacy of PHI.
- e. Indemnification. To the fullest extent allowed by law, Business Associate shall indemnify, defend, save and hold harmless, protect, and exonerate MSDH, its employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Business Associate and/or its partners, principals, agents, and employees in the performance of or failure to perform this Agreement. In MSDH's sole discretion, Business Associate may be allowed to control the defense of any such claim, suit, etc. In the event Business

Associate defends said claim, suit, etc., Business Associate shall utilize legal counsel acceptable to MSDH. Business Associate shall be solely responsible for all costs and/or expenses associated with such defense, and MSDH shall be entitled to participate in said defense. Business Associate shall not settle any claim, suit, etc. without MSDH's concurrence, which MSDH shall not unreasonably withhold. MSDH's liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

- f. Disclaimer. MSDH makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, its implementing regulations, or other applicable law will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized Use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- g. Notices. Any notice from one party to the other under this Agreement shall be in writing and may be either personally delivered, emailed, or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses provided for in this Agreement or as the Parties may hereinafter designate in writing:

MSDH: (Covered Entity)

Privacy Officer
Mississippi State Department of Health
570 East Woodrow Wilson
Suite O-400
P.O. Box 1700
Jackson, MS 39215
601-576-7874

IT Security Officer
Mississippi State Department of Health
570 East Woodrow Wilson
Suite O-450
P.O. Box 1700
Jackson, MS 39215
601-576-7821

Business Associate:

Name of Business: _____

Attn: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Any such notice shall be deemed to have been given as of the date transmitted.

- h. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or any federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if this Agreement did not contain that particular part, term, or provision held to be invalid.
- i. Applicable Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to HIPAA and its implementing regulations. All other aspects of this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Business Associate shall comply with applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Where provisions of this Agreement differ from those mandated by such laws and regulations, but are nonetheless permitted by such laws and regulations, the provisions of this Agreement shall control.
- j. Non-Assignment and Subcontracting. Business Associate shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of MSDH. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MSDH of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MSDH in addition to the total compensation agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MSDH may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties. MSDH may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- k. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior discussions, instructions, directions, understandings, negotiations, agreements, and services for like services.

- l. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors, heirs, or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.
- m. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries assisting Business Associate in the fulfillment of its obligations under this Agreement, available to MSDH, at no cost to MSDH, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against MSDH, its directors, officers, or any other workforce member based upon claimed Violation of HIPAA, its implementing regulations, or other applicable law, except where Business Associate or its workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries are a named adverse party.

[Signature Page Follows]

Business Associate:

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Address: _____

Phone
Number: _____

Date: _____

By: _____

(Authorized Signature)

Print
Name: _____

Title: _____

Address: _____

Phone
Number: _____

Date: _____

Mississippi State Department of Health

By: _____

(Authorized Signature)

Print Name: _____

Title: _____

Address: _____

Phone
Number: _____

Date: _____