



INVITATION FOR BIDS

IFB RFX Number: 3160008305

Maternal Fetal Medicine Consultant for OB System of Care

Issue Date: October 7, 2026

CLOSING TIME AND DATE

Bids must be received before:

2:00 pm CST, November 9, 2026

BID COORDINATOR

Patricia Youngblood

Telephone: (601) 576-7954

E-mail: procurement@msdh.ms.gov

1. Introduction and Overview

1.1. Purpose and Goals

The Mississippi State Department of Health (hereinafter “MSDH” or “Agency”) has issued this solicitation for the purpose of soliciting sealed bids from qualified Bidders to provide Maternal Fetal Medicine Consultant for OB System of Care. The Mississippi OB System of Care seeks to secure a three-year contract for Maternal–Fetal Medicine (MFM) Physician Consultant Services.

A copy of this IFB, including all appendices and attachments, and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted to the MSDH OpenGov Procurement portal at <https://procurement.opengov.com/portal/msdh> under the “Active ” projects list. It is the responsibility of all interested Bidders to monitor the website for updates regarding this procurement. Before the award of any contract, the Bidder will be required to document to MSDH that it has the necessary capabilities to provide the core services specified in this IFB. The Bidder may also be required to provide additional client references, as well as related project experience detail in order to satisfy MSDH that the Bidder is qualified. MSDH may make reasonable investigations, as it deems necessary and proper, to determine the ability of the Bidder to perform the work, and the Bidder shall be required to furnish to MSDH all information that may be requested for this purpose. MSDH reserves the right to reject any bid if the Bidder fails to provide the requested information and/or fails to satisfy MSDH that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described in this IFB.

1.2. Bid Submission Period

Bids must be submitted electronically through the MSDH OpenGov Procurement portal no later than 2:00 pm Central Standard Time (CST), Monday, November 9, 2026. Timely submission of the bid package is the responsibility of the Bidder. Any bid received after the deadline will be considered late and will be rejected and will not be considered for award. The Bidder shall be notified as soon as practicable if their bid was rejected and the reason for such rejection. Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The MSDH reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. MSDH may request the Bidder to withdraw or modify non-responsive portions that do not affect the service’s quality, quantity, price or delivery.

1.3. Important Dates

Invitation for Bid Issue Date:	October 7, 2026
Request for Reconsideration of the Terms of the Solicitation:	October 12, 2026
Questions Submission Deadline:	October 14, 2026, 2:00pm
Anticipated Posting of Written Answers to Questions:	October 19, 2026, 4:00pm
Bid Package Submission Deadline:	November 9, 2026, 2:00pm
Anticipated Bid Opening :	November 10, 2026, 10:00am

Anticipated Date of Notice of Intent to Award:	November 17, 2026
Request for Reconsideration of the Intent to Award:	November 20, 2026
Anticipated Period of Performance :	January 06, 2027- January 05, 2030

NOTE: Adjustments to the schedule may be made as deemed necessary by MSDH.

1.4. Questions and Answers

Questions must be submitted electronically through the [MSDH OpenGov Procurement portal](#) through the "Question & Answer" tab of this project, (RFX3160008305) - Maternal Fetal Medicine Consultant for OB System of Care. Questions must be submitted before **2:00 pm, on Wednesday, October 14, 2026**, to ensure a response by MSDH. Responses to questions will be posted to the project page on the MSDH OpenGov Procurement portal at <https://procurement.opengov.com/portal/msdh>. Questions received after **the due date and time of questions** may be considered for response, although there is no guarantee as to if or when a response will be provided. It is the Bidder's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this IFB.

1.5. Acknowledgment of Amendment

Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted under the additional quote information section. Each bidder shall submit a written acknowledgement of every amendment to the MSDH on or before the submission deadline.

Should an amendment to the IFB be issued, it will be posted on the Procurement Portal and the MSDH OpenGov Procurement Portal in a manner that all bidders will be able to view. **Bidders shall** acknowledge receipt of any amendment to the IFB by electronically signing the amendment in the MSDH OpenGov Procurement Portal. Should any bidder fail to submit all necessary acknowledgement(s) with its bid, the Agency shall have the sole discretion as to whether to request a bidder to submit the required acknowledgement(s) after the bid submission deadline but prior to issuance of the Notice of Intent to Award. The Agency shall exercise that discretion in a manner that is fair to all bidders. Any bidder who does not provide the Agency acknowledgement(s) of every amendment issued may be deemed non-responsive and not eligible for award. Bidders are responsible for monitoring both websites for any updates or amendments to the IFB. Each Bidder shall submit a written acknowledgment of every amendment to the MSDH on or before the submission deadline.

1.6. 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.

1.7. Cancellation of Solicitation or Rejection of Individual Bids

At MSDH's sole discretion, an IFB may be canceled or any or all responses to the solicitation may be rejected, in whole or in part, when MSDH determines that it is in the Agency's best interest to do so.

1.8. Registration with Mississippi Secretary of State

By submitting a bid, the Bidder 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 five (5) business days of being offered an award. Sole proprietors are not required to register with the Secretary of State.

1.9. Debarment

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.10. Right to Consider Historical Information

MSDH reserves the right to consider historical information regarding the Bidder, whether gained from the Bidder's bid, conferences with the Bidder, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

1.11. State Approval

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

1.12. Property Rights

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

1.13. 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 the issuance of this solicitation.

1.14. Bids as Public Record

If a redacted copy is not submitted, MSDH shall consider the entire Bid to be public record. The redacted copy should identify which section or information has been redacted and the Bidder should provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification of the Bidder, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 et seq. and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by

MSDH, including, but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

All documentation submitted in response to this IFB and any subsequent requests for information pertaining to this IFB shall become the property of MSDH and will not be returned to the Bidder.

All information requested is considered important. Failure to provide all requested information and in the required format may result in disqualification of the Bid. MSDH has no obligation to locate or acknowledge any information in the bid that is not presented under the appropriate outline and in the proper location according to the instructions herein.

1.15. Certification of Independent Price Determination

By submitting a bid, the Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

1.16. 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.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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.

1.22. 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.

1.23. Offeror's Representation Regarding Contingent Fees

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

1.24. 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 bidder 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.

1.25. 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. 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

1.26. 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.*

1.27. 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.

1.28. 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.

2. Procurement Methodology

2.1. Restrictions on Communication with MSDH Staff

All Bidder communications regarding this IFB must be directed through the MSDH OpenGov Procurement Portal or to the designated Bid Coordinator. Unauthorized contact regarding the IFB with other employees of the agency may result in the Bidder being disqualified.

2.2. Reconsideration of the Solicitation

Any potential Bidder can request that MSDH reconsider the terms of this solicitation. This reconsideration request can be accomplished by reference to Section 5.2.4. of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. The potential Bidder shall file any such request within three (3) business days following the date of public notice of the solicitation. The potential Bidder must submit the request by email to the following:

- Bid Coordinator Patricia Youngblood, procurement@msdh.ms.gov
- Procurement@msdh.ms.gov
- The Director of the Office of Personal Service Contract Review

It shall be the sole responsibility of the requesting Bidder to ensure the request is received in a timely manner by all required parties. Failure to request reconsideration in compliance with this Section in a timely manner results in the waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting Bidder's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* the requesting Bidder 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 applicable rules and regulations. The Bidder shall not include exhibits with the request. Instead, the requesting Bidder shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

2.3. Acceptance of Bids

After receiving the bids, MSDH reserves the right to award the contract based on the terms, conditions, and premises of the IFB and the bid of the selected company without negotiation.

MSDH reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, MSDH may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

2.4. Minor Informalities and Irregularities

MSDH has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Bidder. If insufficient information is submitted by a Bidder for MSDH to properly evaluate the offer, 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 Bidder. *(Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)*

2.5. Disposition of Bid

The bid submitted by the successful Bidder shall be incorporated into and become part of the resulting contract. All bids received by MSDH shall upon receipt become and remain the property of MSDH. MSDH shall have the right to use all nonproprietary concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

2.6. Modification or Withdrawal of a Bid

Prior to the bid due date, a submitted bid may be withdrawn by submitting a written request for its withdrawal to MSDH, signed by the Bidder. If submitted electronically through the MSDH OpenGov Procurement portal, Bidder may "unsubmit" their bid until the due date and time for bids has passed.

An Bidder may submit an amended bid before the due date for receipt of bids. Such amended bids shall be a complete replacement for a previously submitted bid and shall be clearly identified as such. MSDH shall not merge, collate, or assemble bid materials.

Unless requested by MSDH, no other amendments, revisions, or alterations to bids shall be accepted after the bid due date.

Any submitted bid shall remain a valid bid for one hundred eighty (180) calendar days from the bid due date.

2.7. Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions specified within this IFB document is subject to rejection as non-responsive. Further, submission of a bid that is not complete and/or unsigned is subject to rejection as non-responsive. MSDH staff reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MSDH staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

2.8. Corrections and Clarifications

MSDH reserves the right to request clarifications or corrections to bids. Any bid received which does not meet any of the requirements of this IFB, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

2.9. Bid Evaluation

All bids received in response to this IFB by the stated deadline will receive a comprehensive, fair, and impartial evaluation based on the requirements outlined in this IFB. No criteria other than those outlined in this IFB will be used in an evaluation. Only Bidders who are found responsive and responsible will have their bids considered. The Contract shall be awarded to the Bidder who is responsible and responsive and submitted the lowest cost bid.

All bids will be evaluated based on: (1) whether each bidder was responsive and provided all required information in the format required by the IFB; (2) whether each bidder is responsible and objectively meets the minimum qualifications or other criteria listed in the IFB; and (3) which of the responsive and responsible bidders submitted the lowest overall price.

Responsive Bidder

Bidder must submit its bid, including all required attachments and other documents, in a manner that conforms in all material aspects to this IFB as determined by MSDH.

2.10. Basis for Award

The agency intends to award one or more contract(s) to provide the services described in this IFB to the lowest responsible and responsive bidder(s). This IFB 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.

2.11. Notice of Intent to Award

The Notice of Intent to Award for this procurement will be made available to the public through posting on the MSDH OpenGov Procurement Portal. All participating Bidders will be notified of MSDH's intent to award a contract and identify the selected Bidder.

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

2.12. Request for Reconsideration of the Intent to Award

An Bidder who responded to an IFB has an opportunity to request that MSDH reconsider its intent to award the contract to specific Bidder(s). Any such request shall be filed with MSDH within three (3) business days following issuance of the Notice of Intent to Award in compliance with Sections 5.6.1, 5.6.1.1, 5.6.1.2 of the *OPSCR Rules and Regulations*. It shall be the sole responsibility of the requesting Bidder to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim a Bidder may have as to MSDH's decision to award the contract.

The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, the date the IFB was issued, and the date the Notice of Intent to Award was issued. The request shall identify which of the *OPSCR Rules and Regulations* and/or the terms of the IFB the requesting Bidder believes were violated by MSDH during the evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the MSDH Procurement File, the *OPSCR Rules and Regulations*, and the terms of the IFB. The request shall not be supplemented.

MSDH shall consider the alleged violation and review the Procurement File to determine if such alleged allegation is supported. MSDH shall issue a written determination regarding the alleged violation. This decision shall become part of the Procurement File.

2.13. Notice of Contract Award

Following issuance of the Notice of Intent to Award, successful negotiation of the contract, and approval of the contract by the PPRB and any other required entities, MSDH will make a Notice of Contract Award available to the public.

3. Minimum Qualifications

The vendor must have and be able to provide proof of:

3.1. Prior Experience

Vendor must have been in business and provided goods and/or services similar in requirements and scale to those described in this IFB for a minimum of 10 years.

3.2. Required Certification, Accreditation, and/or Licenses

Vendor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the agency no later than ten days after Vendor receives the Notice of Intent to Award from the agency. Current notarized copies of licenses and certificates shall be provided to the agency within twenty-four hours of demand at any time during the contract term. Vendor must possess and maintain the minimum vendor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:

A. Registered to do business with the State of Mississippi.

1. A professional license or certificate.

- * Current, unrestricted physician license (Required)

- * Board certification in Maternal-Fetal Medicine by the American Board of Obstetrics and Gynecology. (Required)

- * Completion of an accredited OB/GYN residency and MFM fellowship. (Required)

- * Minimum of 5 years of recent clinical experience in maternal-fetal medicine, including management of high-risk pregnancies and complex perinatal conditions. (Required)

- * Experience collaborating with Level I - IV maternal centers, perinatal programs, and multidisciplinary care teams. (Required)

B. Provide a copy of your resume (Required)

3.3. Financial Stability or Solvency

Vendor must be financially stable or solvent.

3.4. Ability to Perform

The vendor 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 vendor may also be required to give a past history and references in order to satisfy the agency in regard to the vendor's qualifications. The agency may make reasonable investigations deemed necessary and proper to determine the ability of the vendor to perform the work, and the vendor shall furnish to the agency all information for this purpose that may be requested. The agency reserves the right to reject any quote if the evidence submitted by, or investigation of, the vendor fails to satisfy the agency that the vendor 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 bidder 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.

3.5. Insurance

Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all Contractor's personnel provided hereunder, and comprehensive general liability or professional liability/Medical Malpractice insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. All general liability, professional liability insurance will provide coverage to the MSDH as an additional insured. 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.

The Vendor shall ensure that the professional staff and other decision-making staff are required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this Solicitation. The Vendor 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 Solicitation.

4. Scope of Services

4.1. Services to be Performed

Scope of Services

The Consultant shall provide advanced perinatal and maternal–fetal medicine expertise to support statewide maternal system operations, maternal facility designation activities, and quality improvement initiatives.

The Consultant's core responsibilities shall include, but are not limited to:

- Serving as a physician member of Maternal Center Inspection Teams.
- Providing specialized clinical expertise and insight during evaluations of Level I–IV maternal facilities.
- Advising on maternal–fetal factors that influence maternal readiness, risk management, clinical capabilities, and compliance with applicable designation standards.
- Participating in facility evaluation activities, including preparation, review of relevant clinical and operational information, on-site assessments, and post-evaluation consultation, as requested by the State.
- Supporting the development, refinement, implementation, and ongoing evaluation of the OB System of Care Plan.
- Ensuring that the OB System of Care Plan is informed by evidence-based perinatal practices, applicable regulatory requirements, designation standards, and system-wide performance goals.
- Providing clinical and strategic consultation related to statewide maternal quality improvement efforts, maternal risk management, facility readiness, and system performance.
- Participating in meetings, workgroups, committees, stakeholder engagements, and other activities reasonably necessary to accomplish the objectives of the Contract.
- Providing other related professional consultation within the Consultant's area of expertise as requested by the State and within the scope of the Contract.

The Consultant will also support development, refinement, and implementation of the OB System of Care Plan, ensuring alignment with evidence-based perinatal practice, regulatory requirements, and system-wide performance goals.

4.2. Deliverables to be Provided

Service	Deliverable			
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Maternal Center Inspection Team Participation	Serve as physician member on Level I–IV maternal facility inspection/designation teams; review clinical readiness, maternal risk management, and compliance with designation standards.			
Pre-Inspection Clinical Review	Review facility materials, policies, protocols, quality data, maternal risk profiles, and supporting documentation in preparation for site evaluation.			
On-Site Facility Evaluation	Provide specialized maternal–fetal clinical expertise during evaluation of maternal facilities, including assessment of readiness, risk stratification, escalation processes, and clinical capabilities.			
Post-Inspection Consultation & Recommendations	Participate in debriefings and provide clinical recommendations related to designation findings, risk management, quality improvement, and corrective action plans.			

OB System of Care Plan – Development	Provide physician leadership and clinical expertise in development/refinement of the statewide OB System of Care Plan, including evidence-based perinatal practices, maternal risk pathways, referral/escalation standards, and system integration.			
OB System of Care Plan – Implementation Support	Support implementation, stakeholder engagement, clinical guidance, performance goals, and alignment with regulatory/designation requirements.			
Quality Improvement & Performance Consultation	Advise on statewide maternal quality initiatives, performance metrics, maternal morbidity/mortality trends, clinical protocols, and system-level improvement opportunities.			
Stakeholder / Advisory Meetings	Participate in statewide maternal health meetings, workgroups, committees, and strategic planning sessions.			
Technical/Clinical Consultation	Ad hoc consultation regarding maternal–fetal clinical issues, facility readiness, designation standards, risk management, and system-of-care questions.			

5. Bid Submission Requirements

1. Bidder Representative - Name*

*Response required

2. Bidder Representative - Title*

*Response required

3. Bidder Representative - Complete Mailing Address*

*Response required

4. Bidder Representative - Telephone Number*

*Response required

5. Bidder Representative - Email Address*

*Response required

6. MAGIC Vendor ID Number*

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

Please see below for additional guidance:

- 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

7. Paymode*

Is Offeror currently registered with PayMode?

☐ Yes

☐ No

*Response required

8. Authorized Business in Mississippi*

Is Offeror in compliance with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi?

☐ Yes

☐ No

*Response required

9. Registration with Mississippi Secretary of State*

By submitting a quote, 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.
Upload the Secretary of State registration showing in good standing.

*Response required

10. Professional license or certificate*

Vendor shall provide notarized copies of all valid licenses and certificates required for the performance of the work.

See Minimum Qualifications for documents to be submitted.

*Response required

11. Release of the Bid as Public Record*

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

Choose one:

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

☐ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by MSDH at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder 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. A bidder who selects this option but submits a redacted copy of its bid may be deemed nonresponsive.

*Response required

12. Confirmation of Non-Collusion*

Offeror hereby certifies that the fees submitted in response to this IFB have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those fees, the intention to submit a bid, or the methods or factors used to calculate the fees proposed. In submitting a bid, we certifies that the price submitted was independently arrived at without collusion.

☐ Please confirm

*Response required

13. Contingent Arrangements*

Offeror hereby certifies that they _____ retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

☐ have

☐ have not

*Response required

14. Additional Information (Resume')*

For any additional information requested or required by any of your previously provided answers or as stated within this IFB please upload the additional documentation here.

This includes but is not limited to a redacted copy (if applicable) of the Offeror's submittal in which all information deemed to be confidential commercial and financial and/or trade secrets is redacted in black.

*Response required

15. IFB Confirmation*

Offeror confirms and acknowledges that they have read this IFB in its entirety and fully understands all requirements. Submitting party further confirms that they are authorized on behalf of the vendor to submit such a bid.

☐ Please confirm

*Response required

6. Bid Form

MATERNAL FETAL MEDICINE CONSULTANT FOR OB SYSTEM OF CARE

The Consultant's proposed Consulting Retainer Fee shall be **all-inclusive and shall include all costs associated with providing the required services under this solicitation, including, but not limited to, travel, mileage, airfare, lodging, meals, parking, ground transportation, and other travel-related expenses incurred in connection with statewide facility inspections, meetings, consultations, and other contract activities. No separate reimbursement or additional payment for travel expenses will be authorized. Vendors shall incorporate all anticipated travel-related costs into the Consulting Retainer Fee identified on the Bid Form.

Line Item	Consultant (OB System of Care)	Quantity	Unit of Measure	Unit Cost	Total
1	Consulting retainer (inclusive of all fees/expenses)	36	Months		
2	Maternal Center Inspection Team Participation	36	Inspections		
3	OB System of Care Plan Development/Implementation	3	Projects		
4	Additional Clinical/Strategic Consultation	36	Months		
TOTAL					

7. 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 [REDACTED] (hereinafter "Contractor"), or otherwise collectively herein referenced as "Parties."

2. Period of Performance

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

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.

29. No Limitation of Liability

30. Notices

31. Oral Statements

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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

. 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>

8. BAA

**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:

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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: _____