

EXHIBIT A

STANDARD CONTRACT — LEGAL BASELINE

Parties. This Standard Contract is between the Mississippi State Department of Health (MSDH) and the successful proposer (Contractor) under the Mississippi Statewide Health Information Exchange/Health Data Utility RFP.

- 1. Contract Documents and Order of Precedence.** The contract documents consist of the accepted Proposal Exception Summary, if any; the executed Contract and amendments; the RFP and addenda, including Exhibits and Attachments; official MSDH clarifications incorporated into the RFP; Contractor clarifications accepted by MSDH; and Contractor's proposal to the extent accepted by MSDH. Any term required by Mississippi or federal law, mandatory ITS terms, Exhibit B federal requirements, and Attachment C Business Associate Agreement requirements controls over a conflicting vendor term. Otherwise, the order stated in the RFP controls unless a signed amendment expressly provides otherwise. No accepted exception, clarification, or proposal term modifies Section 5 of this Exhibit, Exhibit B, Attachment C, or any other term required by law, ITS, or the Federal Award.
- 2. No Unilateral Vendor Terms.** No clickwrap, browsewrap, online term, privacy policy, cloud term, license term, acceptable-use policy, invoice term, purchase-order term, or other unilateral Contractor or third-party instrument modifies the Contract unless MSDH expressly accepts it in a written amendment executed by authorized representatives. No such term may override a mandatory Mississippi, ITS, HIPAA, or federal requirement unless the governmental authority legally authorized to approve the exception has done so in writing.
- 3. Authority; Effectiveness; ITS Approval; No Work Before Execution.** MSDH is conducting this procurement under ITS CP-1 Acquisition Approval No. 20270106 and the approved ITS exemption for Project 49829. The resulting Contract becomes effective only after execution by authorized representatives, satisfaction of applicable ITS exemption conditions, issuance of any required purchase order, and completion of other approvals required by law. The current CP-1 authorizes a lifecycle cost not to exceed \$40,000,000 and expires December 31, 2032. No renewal, extension, amendment, or expenditure beyond the scope, term, or lifecycle authority of the then-current CP-1 is effective unless any additional ITS approval required by law or the CP-1 is obtained. Contractor performs work before Contract effectiveness at its own risk and without entitlement to payment.
- 4. Services, Term, Compensation, and Performance Requirements.** The Services, term, compensation, deliverables, implementation requirements, service levels, technical requirements, and other business or solution-specific obligations are those established in the RFP, accepted proposal, and other incorporated Contract Documents. This Exhibit establishes the legal baseline and does not replace those incorporated requirements.
- 5. Mandatory Mississippi Legal Terms.**
 - 5.1. Implied warranties.** Any provision disclaiming implied warranties is null and void to the extent prohibited by Mississippi law. Contractor shall not disclaim the implied warranties of merchantability or fitness for a particular purpose where those warranties apply.

- 5.2. No limitation of Contractor liability.** Because this procurement is conducted under an ITS exemption, Contractor's liability to the State is not subject to a contractual limitation or cap. No proposal exception or vendor term imposing a limitation of liability is effective.
- 5.3. No State indemnity; sovereign immunity.** MSDH and the State do not indemnify, defend, or hold harmless Contractor or any third party except to the extent expressly authorized by Mississippi law. Nothing in the Contract waives sovereign immunity, defenses, limitations, or protections available to MSDH or the State.
- 5.4. Governing law and venue.** The Contract is governed by Mississippi law. Venue for any action that may lawfully be brought against MSDH or the State lies in a court of competent jurisdiction in Hinds County, Mississippi, unless controlling law requires otherwise.
- 5.5. Availability of funds.** MSDH's payment obligations are subject to the availability and lawful appropriation or receipt of State and federal funds. MSDH may terminate the Contract, or reduce its scope, by written notice if (a) anticipated funds are not appropriated or received; (b) CMS terminates, suspends, or reduces the Federal Award, including under 2 C.F.R. §§ 200.339–200.340; (c) the Office of the Governor terminates, suspends, or reduces MSDH's subaward; (d) costs under the Contract are disallowed; or (e) the funded program is discontinued or materially altered. MSDH's sole obligation upon such termination or reduction is payment for Services performed and accepted before the effective date stated in the notice, subject to applicable law.
- 5.6. Payment; interest; taxes; litigation costs.** Payment is governed by Mississippi law and the incorporated pricing/payment provisions. To the extent Miss. Code Ann. § 31-7-305 applies, payment is due within forty-five (45) days after receipt of a proper invoice and receipt, inspection, and approval of goods or services, and any late charge may not exceed the statutory maximum. The State is exempt from taxes to the extent provided by law and shall not pay attorney's fees, prejudgment interest, or litigation costs except where expressly authorized by law.
- 5.7. Mississippi Employment Protection Act.** To the extent applicable, Contractor shall comply with Miss. Code Ann. §§ 71-11-1 et seq., including required participation in the federal employment-status verification system for newly hired employees, recordkeeping, and verification obligations.
- 5.8. Public records and transparency.** The Contract and records relating to it are subject to the Mississippi Public Records Act and applicable State transparency laws. Contractor may identify information it contends is legally protected, but MSDH will make disclosure determinations under applicable law and does not agree to withhold records contrary to law.
- 5.9. Social Security numbers.** If any system or service under the Contract disseminates information containing an individual's Social Security number, Contractor shall maintain mechanisms required by Miss. Code Ann. § 25-1-111 to prevent inadvertent disclosure to the public or persons without a lawful and legitimate need to know.

- 5.10. Breach of personal information.** Contractor shall notify MSDH without unreasonable delay, and no later than the time required for notice of a Security Incident under Attachment C, of any breach of security involving personal information, as defined in Miss. Code Ann. § 75-24-29, that Contractor owns, licenses, maintains, or processes under the Contract, and shall cooperate with MSDH in providing any notice that section requires. This Section applies in addition to Attachment C.

6. Enterprise Security; Cloud and Offsite Hosting.

- 6.1. Enterprise Security.** Contractor shall provide the Services in a manner that enables MSDH to comply with applicable State of Mississippi Enterprise Security Policies and Standards, as amended. An exception to mandatory ITS policy is effective only if approved through the applicable ITS exception process.
- 6.2. Non-Public Data Terms.** If the Services include cloud or offsite hosting of non-public State data, the then-current ITS-approved Terms and Conditions for Non-Public Data are incorporated without substantive alteration and are mandatory. Any exception requires written ITS approval in accordance with ITS policy. Non-public State data shall remain within the United States unless MSDH expressly authorizes otherwise in writing and applicable law permits.
- 6.3. Baseline cloud security controls.** For cloud or offsite hosting, Contractor shall document its compliance with the applicable ITS baseline security controls before selection and shall maintain compliance throughout the Contract term. Contractor shall provide updated compliance evidence to MSDH upon reasonable request and shall promptly disclose any material change in compliance status.
- 7. ADA Title II Web and Mobile Accessibility.** Contractor shall ensure that web content and mobile applications it provides or makes available for MSDH, directly or through contractual, licensing, or other arrangements, conform to WCAG 2.1 Level AA at go-live and continuously thereafter, subject only to an exception or limitation permitted by applicable law. Contractor shall comply with applicable Title II accessibility requirements in 28 C.F.R. Part 35, Subpart H, and applicable HHS Section 504 requirements in 45 C.F.R. Part 84, Subpart I, as amended. Contractor shall support MSDH in maintaining continuing compliance throughout the Contract term. To the extent another applicable accessibility standard imposes a more protective requirement, the more protective requirement controls.
- 8. Information Blocking.** To the extent Contractor is an actor subject to 45 C.F.R. Part 171, as amended, including as a health information exchange or health information network, Contractor shall comply with applicable federal information-blocking requirements. Contractor shall not implement contractual, technical, operational, licensing, fee, or other practices that constitute information blocking, except as required by law or as covered by an applicable exception in 45 C.F.R. Part 171, Subparts B through D. Contractor shall not configure, operate, administer, license, or otherwise provide the HIE/HDU in a manner that would cause MSDH, to the extent MSDH is an actor under Part 171, to engage in information blocking. Contractor shall maintain documentation required to support any exception on which

it relies and shall reasonably cooperate with MSDH in responding to complaints, inquiries, audits, or investigations concerning information blocking.

- 9. 42 C.F.R. Part 2.** To the extent Contractor receives, creates, maintains, transmits, accesses, uses, discloses, or rediscloses records subject to 42 C.F.R. Part 2, as amended, Contractor shall comply with Part 2 and other applicable federal law governing those records. This provision applies only to records and activities within Part 2's scope and does not characterize all HIE/HDU data as Part 2 records or require segmentation where Part 2 does not require segmentation. Any tagging, segmentation, consent-management, or related functionality required elsewhere in the Contract Documents is a contractual or operational requirement except to the extent independently required by applicable law.
- 10. State Records Retention and Disposition.** Contractor shall preserve State records in its custody or control in accordance with applicable Mississippi law, including Miss. Code Ann. §§ 25-59-1 et seq., applicable MSDH records-control schedules, litigation holds, and other lawful preservation requirements. Contractor shall not destroy, sell, transfer, alter, or otherwise dispose of a State record except as authorized by applicable law, an approved records-control schedule, or written MSDH direction consistent with law. Federal Award record-retention and access requirements in Exhibit B apply in addition to this Section.
- 11. Business Associate Agreement.** If and to the extent Contractor is a Business Associate of MSDH or an MSDH covered health care component within the meaning of 45 C.F.R. § 160.103, Contractor shall execute and comply with Attachment C, Business Associate Agreement. Attachment C supplements the Contract and controls with respect to PHI to the extent it imposes a more specific or more protective requirement permitted by law.
- 12. Participant Data Governance and Confidentiality.** (a) Contractor shall enroll participants only under participation agreements, data-use agreements, and business associate agreements in forms approved in writing by MSDH and shall not modify those forms without MSDH's written approval. (b) Contractor shall not use, disclose, sell, license, aggregate, or de-identify participant data for any purpose other than performing the Contract or as required by law without MSDH's written approval and compliance with applicable law. (c) Data submitted to, generated by, or maintained in the HIE/HDU is not Contractor's property. (d) Contractor shall comply with Mississippi laws governing the confidentiality of health information that are more stringent than, and not preempted by, HIPAA under 45 C.F.R. § 160.203. (e) Protected health information and other confidential information in the HIE/HDU is confidential and exempt from public disclosure to the extent provided by applicable law, including Miss. Code Ann. § 25-61-11, and Contractor shall promptly refer any request for such information to MSDH.
- 13. CMS/HHS Rural Health Transformation Program Federal Requirements.** The procurement is funded in whole or in part with CMS/HHS Rural Health Transformation Program funds. Contractor shall comply with Exhibit B to the extent each requirement applies to Contractor, the Services, or expenditures under the Federal Award. Contractor is a contractor and not a subrecipient unless MSDH makes a different determination under 2 C.F.R. § 200.331. Recipient-only grant-management duties do not become independent Contractor obligations solely by reference to the Federal Award.

- 14. Required Subcontract Flow-Downs.** Contractor shall include in subcontracts each provision that applicable Mississippi law, ITS policy, HIPAA, 42 C.F.R. Part 2, federal law, or the controlling Federal Award requires to be flowed down. Contractor remains responsible for subcontractor performance and compliance with applicable flowed-down obligations.
- 15. Amendments; Severability; Survival.** The Contract may be amended only by a writing executed by authorized representatives. Invalid provisions are severed to the maximum extent permitted by law. Mandatory legal obligations that by their nature or governing law continue after expiration or termination survive for the period required by law.
- 16. Entire Agreement.** The incorporated Contract Documents constitute the entire agreement concerning the procurement and supersede prior negotiations and representations concerning the same subject matter. No accepted exception or amendment waives or alters a legal requirement that the parties lack authority to change.

SIGNATURES

MISSISSIPPI STATE DEPARTMENT OF HEALTH **[CONTRACTOR LEGAL NAME]**

By: _____

By: _____

Name: Daniel P. Edney, MD, FACP, FASAM

Name: _____

Title: State Health Officer

Title: _____

Date: _____

Date: _____

EXHIBIT B
FEDERAL CLAUSES — CMS/HHS RURAL HEALTH TRANSFORMATION
PROGRAM

- 1. Federal Funding and Applicable Requirements.** This procurement is funded in whole or in part with federal financial assistance awarded by the Centers for Medicare & Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS), to the State of Mississippi under the Rural Health Transformation Program (RHTP), established pursuant to Section 71401 of Public Law 119-21 (amending section 2105 of the Social Security Act, 42 U.S.C. § 1397ee). RHTP funds are subject to the program's statutory and award limitations, including that funds allotted for a budget period are available for expenditure only through the end of the following federal fiscal year, that pre-award costs are not allowable, and that Social Security Act § 2105(c)(1), (7), and (9) apply as funding limitations. MSDH will not use funds from a budget period to pay for Services performed after that budget period's expenditure deadline and will not prepay for Services. The RHTP award is administered by the Office of the Governor, and MSDH is a subrecipient for the HIE/HDU project. The resulting Contract is subject to applicable requirements of the Federal Award and subaward, including the controlling Notice of Award and amendments; applicable CMS Recipient-Specific, Program, and Standard Terms and Conditions; the HHS Grants Policy Statement; applicable requirements of 2 C.F.R. Parts 200, 300, and 376; and other federal statutes, regulations, and award requirements applicable to the Services or expenditures. Contractor will perform as a contractor, not a subrecipient, unless MSDH makes a different determination under 2 C.F.R. § 200.331. Conditional provisions apply only when their stated threshold or trigger is satisfied.
- 2. Required Contract Provisions Under 2 C.F.R. Part 200**

 - 2.1. Remedies for Breach or Nonperformance.** For a Contract exceeding the Simplified Acquisition Threshold, MSDH may exercise the administrative, contractual, and legal remedies available under the Contract Documents and applicable law for Contractor violations or breaches, including corrective action, rejection or withholding for nonconforming performance where lawful, recovery of overpayments or other amounts due, and termination for default, together with other sanctions and penalties authorized by law. Authority: Appendix II(A) to 2 C.F.R. Part 200.
 - 2.2. Termination for Cause and Convenience.** For a Contract exceeding \$10,000, MSDH may terminate the Contract for cause or convenience. A termination notice shall state the effective date and scope of termination. Settlement shall be determined under the Contract Documents and applicable law, and Contractor is not entitled to anticipated profits on unperformed work. Authority: Appendix II(B) to 2 C.F.R. Part 200.
 - 2.3. Clean Air Act and Federal Water Pollution Control Act.** For a Contract exceeding \$150,000, Contractor shall comply with applicable standards, orders, and regulations under the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and report violations as required by federal law and the Federal Award. Authority: Appendix II(G) to 2 C.F.R. Part 200.

- 2.4. Debarment and Suspension.** No award may be made to a party debarred, suspended, or otherwise excluded from applicable federally assisted transactions. Contractor shall comply with 2 C.F.R. § 200.214, Parts 180 and 376, and Appendix II(H); maintain any SAM.gov registration and UEI information required by law or the Federal Award; notify MSDH of eligibility changes; and comply with applicable lower-tier eligibility verification requirements. Authority: 2 C.F.R. § 200.214; 2 C.F.R. Parts 180 and 376; Appendix II(H); applicable CMS Standard Terms and Conditions.
- 2.5. Byrd Anti-Lobbying Amendment.** For an applicable transaction exceeding \$100,000, Contractor shall comply with 31 U.S.C. § 1352, 45 C.F.R. Part 93, and Appendix II(I); submit the required lobbying certification; file Standard Form LLL when required; and comply with applicable lower-tier certification and disclosure requirements. Authority: 31 U.S.C. § 1352; 45 C.F.R. Part 93; Appendix II(I).
- 2.6. Procurement of Recovered Materials.** To the extent applicable, Contractor shall comply with 2 C.F.R. § 200.323 and Section 6002 of the Solid Waste Disposal Act, as amended, including applicable recovered-material requirements. Authority: 2 C.F.R. § 200.323; Appendix II(J); 42 U.S.C. § 6962.
- 2.7. Prohibition on Certain Telecommunications and Video-Surveillance Equipment or Services.** Contractor shall not provide or use in performance covered telecommunications or video-surveillance equipment or services prohibited by 2 C.F.R. § 200.216. This supplements more restrictive State prohibited-technology, cybersecurity, supply-chain, or information-security requirements. Authority: 2 C.F.R. § 200.216; Appendix II(K).
- 2.8. Domestic Preferences for Procurements.** Contractor shall comply with 2 C.F.R. § 200.322 to the extent applicable to purchases and subcontracts and shall include applicable domestic-preference requirements in subcontracts and purchase orders under the Federal Award. Authority: 2 C.F.R. § 200.322; Appendix II(L).
- 3. Appendix II Provisions Not Presently Applicable to the HIE/HDU Services.** The following are not affirmative requirements of the current procurement because the contemplated HIE/HDU Services do not presently satisfy their subject-matter triggers: (a) Equal Employment Opportunity for Federally Assisted Construction Contracts — Appendix II(C); (b) Davis-Bacon Act and Copeland Anti-Kickback Act — Appendix II(D), where covered construction and program legislation require them; (c) Contract Work Hours and Safety Standards Act — Appendix II(E), where otherwise applicable to contracts over \$100,000 involving mechanics or laborers; and (d) Rights to Inventions Made Under a Contract or Agreement — Appendix II(F), when the Federal Award is a funding agreement within 37 C.F.R. § 401.2(a) and the contract involves qualifying experimental, developmental, or research work. If the final scope or a later amendment creates one of these triggers, the applicable clause shall be incorporated before the affected work is performed.
- 4. Contracting With Small, Minority, Women's, Veteran-Owned, and Labor-Surplus-Area Businesses.** Contractor shall comply with 2 C.F.R. § 200.321 as applicable. If Contractor subcontracts, Contractor shall take the affirmative steps required by § 200.321(b), apply the

section to subcontracts, maintain documentation, and provide it to MSDH upon reasonable request. Authority: 2 C.F.R. §§ 200.317 and 200.321.

5. **Privacy and Security of Health Information.** Contractor shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the privacy and security of individually identifiable health information used, maintained, transmitted, accessed, or disclosed in connection with the Services. Regardless of whether Contractor independently qualifies as a HIPAA covered entity or business associate, Contractor's policies and procedures applicable to individually identifiable health information handled under the Contract shall be at least as stringent and protective of privacy as those governing HIPAA covered entities and business associates under 45 C.F.R. Parts 160 and 164, as required by applicable CMS Federal Award terms. This is a Federal Award minimum and does not reduce any more protective requirement imposed elsewhere in the RFP or Contract. Authority: Applicable CMS Standard Terms and Conditions; 45 C.F.R. Parts 160 and 164.
6. **Employee Whistleblower Protections.** Contractor and applicable subcontractors shall comply with 41 U.S.C. § 4712. Contractor shall inform employees in writing, in the predominant native language of the workforce, of the statutory rights and remedies and shall ensure applicable subcontractors provide required notice. Authority: 41 U.S.C. § 4712; applicable CMS Standard Terms and Conditions.
7. **Mandatory Disclosures.** Contractor shall promptly disclose in writing to MSDH all information necessary for MSDH to comply with mandatory-disclosure requirements applicable to the Federal Award, including 2 C.F.R. § 200.113 and applicable CMS Standard Terms and Conditions. Contractor shall promptly disclose credible evidence of federal criminal-law violations involving fraud, conflict of interest, bribery, gratuity violations, or other matters requiring disclosure under controlling award requirements where the matter potentially affects the Federal Award or Contract activities. Contractor shall make a disclosure directly to CMS, HHS OIG, or another federal authority when applicable law or the Federal Award expressly requires it, and shall include the applicable mandatory-disclosure requirement in subcontracts. Authority: 2 C.F.R. § 200.113; applicable CMS Standard Terms and Conditions.
8. **System for Award Management; Eligibility of Participants.** Contractor shall maintain current SAM.gov registration and Unique Entity Identifier information to the extent required by federal law or applicable Federal Award terms; provide information reasonably necessary for MSDH to verify continued eligibility; verify lower-tier eligibility when required by 2 C.F.R. Parts 180 and 376 or CMS terms; refrain from knowingly using excluded or ineligible entities in prohibited transactions; and promptly notify MSDH of eligibility changes. Authority: 2 C.F.R. Parts 25, 180, and 376; applicable CMS Standard Terms and Conditions.
9. **Federal Rights in Data, Materials, and Work Products.** Contractor shall provide MSDH the rights, licenses, data, documentation, work products, deliverables, and cooperation reasonably necessary for MSDH to satisfy Federal Award requirements concerning materials, systems, data, and items developed, acquired, refined, enhanced, or used under the Federal Award. This Exhibit alone does not make Contractor a recipient or subrecipient, transfer ownership of

Contractor's preexisting intellectual property, or expand Federal rights beyond applicable law or the Federal Award. Ownership and license rights between MSDH and Contractor shall be governed elsewhere in the Contract but shall preserve rights necessary for MSDH to satisfy Federal Award requirements. Authority: 2 C.F.R. § 200.315; applicable CMS Standard Terms and Conditions.

- 10. Federal Records, Documentation, Access, and Cooperation.** Contractor shall create, maintain, and provide records, supporting documentation, cost information, technical information, reports, and other materials reasonably necessary for MSDH to document Federal Award expenditures and activities and satisfy applicable federal monitoring, audit, retention, access, and reporting requirements. Contractor shall retain records for the period stated in the Contract and any longer period required by litigation, claim, audit, investigation, records request, or other Federal Award requirement. Contractor shall provide access and cooperate with lawful reviews, monitoring, audits, investigations, and requests by MSDH, CMS, HHS, HHS OIG, the Comptroller General, and other governmental entities with lawful authority, subject to applicable privacy, confidentiality, privilege, and security requirements. Authority: 2 C.F.R. §§ 200.334 and 200.337; applicable CMS Federal Award terms.
- 11. Health Information Technology and Interoperability.** To the extent Federal Award funding is used to implement, acquire, or upgrade health information technology, Contractor shall provide Services and technology sufficient to permit MSDH to comply with applicable CMS/HHS health-information-technology and interoperability requirements. Where applicable standards and implementation specifications adopted in 45 C.F.R. Part 170, Subpart B can support the funded activity, the Services shall support those standards and implementation specifications. Contractor shall also comply with more specific interoperability, exchange, certification, information-blocking, technical, and standards requirements established elsewhere in the RFP and Contract. Authority: Applicable CMS health-information-technology requirements; 45 C.F.R. Part 170, Subpart B.
- 12. Trafficking in Persons.** Contractor shall comply with applicable federal requirements prohibiting trafficking in persons in connection with federally funded activities, including 22 U.S.C. § 7104(g) and applicable Federal Award terms; notify employees and applicable subcontractors of prohibited conduct; and take appropriate action regarding violations. Any additional compliance-plan or certification requirement applies only if its trigger is satisfied. Contractor shall include the substance of this Section in subcontracts. Authority: 22 U.S.C. § 7104(g); 2 C.F.R. Part 175, including the award term at 2 C.F.R. § 175.15; applicable Federal Award terms.
- 13. Civil Rights and Nondiscrimination.** Contractor shall perform federally funded Services in compliance with federal civil-rights and nondiscrimination requirements applicable to Contractor's activities under the Federal Award and shall cooperate with MSDH as reasonably necessary for recipient compliance, including, to the extent applicable, Title VI and 45 C.F.R. Part 80; Section 504 and 45 C.F.R. Part 84; the Age Discrimination Act and 45 C.F.R. Part 91; and Section 1557 of the Affordable Care Act and 45 C.F.R. Part 92. This provision does not incorporate a program-specific assurance applicable to another federal agency or program.

Authority: Applicable CMS/HHS Standard Terms and Conditions and the federal civil-rights authorities identified above.

- 14. Federal Cost and Funding Requirements.** Federal funds may be used to pay Contractor only for Services and costs authorized under the Contract and eligible for payment from the Federal Award. Contractor shall provide invoices, cost information, and supporting documentation sufficient for MSDH to determine that charges relate to approved Services and are adequately documented. Nothing in this Section converts Contractor into a recipient or subrecipient subject to Federal cost principles as an independent basis of payment. Where costs are used to establish or evaluate a fixed price, applicable Federal cost principles may be used as a pricing guide to the extent required by federal law or Federal Award terms. Contractor shall not knowingly charge the Contract for an expenditure Contractor has been informed is prohibited from Federal funding. Authority: Applicable provisions of 2 C.F.R. Parts 200 and 300; applicable CMS Federal Award terms.
- 15. Federal Award Reporting and CMS Cooperation.** Contractor shall timely provide MSDH information reasonably required to administer, monitor, document, or report activities and expenditures under the Federal Award. Following selection, Contractor shall provide a sufficiently detailed description and cost breakdown of the Contract and supporting information reasonably requested by MSDH to satisfy applicable CMS requirements concerning consultant and contract activities. Contractor shall cooperate with MSDH in responding to lawful CMS or HHS inquiries concerning Services, expenditures, deliverables, performance, or compliance. Contractor is not responsible for recipient-level federal financial or programmatic reports solely by virtue of this Section, except to provide reasonably necessary information and cooperation.
- 16. Subcontractors and Federal Flow-Downs.** Contractor remains responsible for subcontractor performance and compliance with federal requirements applicable to their work. Contractor shall include in each subcontract all provisions required to be flowed down by federal law, regulation, the controlling Federal Award, or the Contract, including where applicable debarment/suspension, lobbying, mandatory disclosures, whistleblower protections, covered telecommunications, domestic preferences, recovered materials, privacy/security, 2 C.F.R. § 200.321, trafficking in persons, and other provisions whose governing authority requires application to the subcontract. A Federal requirement applicable only to MSDH as subrecipient is not converted into an independent subcontractor obligation unless law, the Federal Award/subaward, or the Contract requires compliance or cooperation.
- 17. Changes in Federal Requirements.** Federal Award requirements applicable to the Services may change through federal law or regulation, a revised Notice of Award, an amendment or award condition, or a written directive or approval of CMS, HHS, or the prime recipient. Contractor shall cooperate with reasonable conforming changes necessary for MSDH to remain compliant. Any material adjustment to scope, schedule, or compensation is governed by the applicable amendment or change-control provisions in the Contract Documents. Contractor is not entitled to an automatic price adjustment merely because an applicable federal requirement changes.

- 18. Required Federal Certifications and Disclosures.** Each Proposer shall submit with its Proposal all federal certifications and disclosures identified by MSDH as mandatory, including as applicable: (a) the Certification Regarding Lobbying required by 31 U.S.C. § 1352 and 45 C.F.R. Part 93; (b) Standard Form LLL when required; (c) required certification, representation, or information concerning debarment, suspension, exclusion, and federal-transaction eligibility; and (d) any additional certification expressly required by the controlling Federal Award/subaward and identified in the RFP. Failure to submit a certification designated by the RFP as mandatory may render a Proposal nonresponsive in accordance with the RFP.
- 19. Stevens Amendment — Federal Funding Disclosure.** This RFP is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$205,990,180.16, with 99.96% funded by CMS/HHS (\$205,907,220.16) and 0.04% funded by non-government sources (\$82,960). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by, CMS/HHS or the U.S. Government. Authority: Applicable CMS/HHS Standard Terms and Conditions and HHS Grants Policy Statement federal-funding acknowledgement requirements.
- 20. Award-Specific Requirements.** These Federal Clauses do not supersede additional or more specific requirements imposed by controlling federal law, the Federal Award, or the subaward to MSDH. Contractor shall comply with each additional or different contractor requirement that is identified in the controlling award/subaward documents and incorporated into the Contract before award or by a lawful post-award amendment. A requirement applicable only to the prime recipient or MSDH as subrecipient does not become an independent Contractor obligation unless the governing authority or Contract requires Contractor compliance or cooperation.

ATTACHMENT C
MISSISSIPPI STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the Mississippi State Department of Health (“MSDH”), the Covered Entity, and _____ (“Business Associate”), collectively the “Parties.” This Agreement is incorporated into and supplements the Underlying Agreement(s). To the extent of a conflict concerning Protected Health Information, this Agreement controls unless the Underlying Agreement imposes a more protective requirement permitted by applicable law.

I. RECITALS

- a. MSDH is a state agency with a principal place of business at 570 East Woodrow Wilson Drive, Jackson, Mississippi 39216.
- b. Business Associate is an entity duly organized and authorized to do business in Mississippi to the extent required by applicable law and will perform services for MSDH, with a principal place of business at _____.
- c. This Agreement is entered into pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Genetic Information Nondiscrimination Act 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 of 2009, and their implementing regulations. For purposes of this Agreement, the “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164, as amended. Those rules include the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”); the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the “Security Rule”); and the Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification Rule”). MSDH, as a covered entity, is required to obtain satisfactory assurances that Business Associate will comply with and appropriately safeguard PHI used, disclosed, created, received, maintained, or transmitted on behalf of MSDH. Certain provisions of the HIPAA Rules apply directly to Business Associate and are incorporated into this Agreement as required by law.
- d. MSDH desires to engage Business Associate to perform functions for or on behalf of MSDH that involve MSDH's disclosure of PHI to Business Associate or Business Associate's creation, receipt, maintenance, transmission, use, or disclosure of PHI on behalf of MSDH, as set forth in the Underlying Agreement(s), which are incorporated by reference for that purpose.

II. DEFINITIONS

- a.** “Breach” shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exceptions in 45 C.F.R. § 164.402.
- b.** “Business Associate” shall have the meaning assigned in 45 C.F.R. § 160.103 and, for this Agreement, means _____, including its workforce members, representatives, agents, successors, and permitted assigns to the extent applicable.
- 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 in 45 C.F.R. § 164.501.
- e.** “Designated Record Set” shall have the same meaning as in 45 C.F.R. § 164.501.
- f.** “Disclosure” shall have the same meaning as 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 in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative under 45 C.F.R. § 164.502(g).
- i.** “Privacy Officer” means the person designated by MSDH to oversee implementation of and compliance with the HIPAA Rules.
- j.** “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended.
- k.** “Protected Health Information” or “PHI” shall have the same meaning as in 45 C.F.R. § 160.103, limited to information created, received, maintained, or transmitted by Business Associate from or on behalf of MSDH.
- l.** “Qualified Service Organization” shall have the same meaning as in 42 C.F.R. § 2.11.
- m.** “Required by Law” shall have the same meaning as in 45 C.F.R. § 164.103.
- n.** “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.
- o.** “Security Incident” shall have the same meaning as in 45 C.F.R. § 164.304.
- p.** “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended.

- q. “Standard” shall have the same meaning as in 45 C.F.R. § 160.103.
- r. “Underlying Agreement” means the Contract resulting from the Mississippi Statewide HIE/HDU RFP and any amendment, statement of work, purchase order, or other incorporated Contract Document under which Business Associate performs services for MSDH.
- s. “Unsecured Protected Health Information” shall have the same meaning as in 45 C.F.R. § 164.402.
- t. “Use” shall have the same meaning as in 45 C.F.R. § 160.103.
- u. “Violation” or “Violate” shall have the same meaning as the corresponding terms in 45 C.F.R. § 160.103.
- v. **“HIPAA Rules” means** the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164, as amended.
- w. **“Breach Notification Rule” means** the federal standards governing notification in the case of Breach of Unsecured Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and D, as amended.

All other terms not defined in this Agreement have the meanings assigned in the HIPAA Rules and other applicable law.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall 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 shall use appropriate safeguards and comply, where applicable, with the HIPAA Privacy and Security Rules to prevent Use or Disclosure of PHI other than as permitted by this Agreement and shall: (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and electronic PHI 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 applicable safeguards and HIPAA requirements; and (iii) report to MSDH any Security Incident of which Business Associate becomes aware. The parties agree that this paragraph constitutes notice by Business Associate to MSDH of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, and denial-of-service attempts, so long as none results in unauthorized access to, or Use or Disclosure of, PHI, and no further notice of such unsuccessful attempts is required.
- c. Business Associate shall implement and maintain a comprehensive written information security program aligned with NIST SP 800-53 Rev. 5 Moderate baseline controls,

including Access Control, Identification and Authentication, Audit and Accountability, System and Communications Protection, Risk Assessment, and Incident Response control families; incorporating administrative, technical, and physical safeguards consistent with HIPAA, HITECH, and Zero Trust Architecture principles; and 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 so workforce members, systems, applications, and automated processes receive only the minimum access necessary for authorized functions. Access rights shall be approved through documented authorization procedures, reviewed at least quarterly, promptly revoked upon termination or role change, and technically enforced through centralized access-control mechanisms.
- e. Business Associate shall implement Role-Based Access Control (RBAC) and, where appropriate, Attribute-Based Access Control (ABAC) or equivalent dynamic access controls using relevant contextual attributes, including 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 shall mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a Use or Disclosure of PHI by Business Associate in violation of this Agreement or applicable law.
- g. **Breaches and Security Incidents.** During the term, Business Associate shall maintain reasonable systems for discovery and prompt reporting of actual or suspected Breaches and Security Incidents.

Notice to MSDH. Business Associate shall notify its MSDH Point-of-Contact, the MSDH IT Security Officer, and the MSDH Privacy Officer without unreasonable delay, and no later than five (5) calendar days after discovery, by telephone and email or registered/certified mail, upon discovery of an actual or suspected Breach of Unsecured PHI or an actual or suspected Security Incident affecting this Agreement; for any incident involving data MSDH receives from the Social Security Administration, Business Associate shall also notify MSDH within any shorter time required by MSDH's data-exchange agreement with the Social Security Administration, as communicated to Business Associate in writing. A Breach or Security Incident is discovered as of the first day on which it is known, or by exercising reasonable diligence would have been known, to a workforce member, officer, or other agent of Business Associate other than the person committing the Breach or Security Incident. Any shorter notification period independently required by the Contract, ITS policy, or applicable law controls.

The notification shall include, to the extent possible and as additional information becomes available, a reasonably detailed description of the actual or suspected Breach or Security Incident, identification of Individuals whose Unsecured PHI is reasonably

believed to have been affected, and other available information required for notification to Individuals, HHS, or the media under 42 U.S.C. § 17932, 45 C.F.R. Parts 160 and 164, or other applicable law.

Upon discovery, Business Associate shall take prompt corrective action to mitigate risks or damages and protect the operating environment and shall take any action concerning the unauthorized Use or Disclosure required by applicable federal or State law.

Investigation. Business Associate shall immediately investigate any actual or suspected Breach or Security Incident and provide updated information to the MSDH IT Security Officer and Privacy Officer as it becomes available.

Complete Report. Business Associate shall provide a complete written investigation report to the MSDH IT Security Officer and Privacy Officer within ten (10) working days after discovery. The report shall identify each Individual whose PHI was or is believed to have been involved, describe the types of PHI involved, and provide a detailed corrective-action plan, including measures taken to halt or contain the incident. Business Associate shall reasonably provide additional information requested by MSDH and may supplement the report as facts develop.

Notification of Individuals. If an actual Breach of PHI is attributable to Business Associate or its subcontractors, agents, or vendors, Business Associate shall provide any notification required by applicable law and bear associated notification and response costs as required by this Agreement. The MSDH IT Security Officer and Privacy Officer shall approve the timing, manner, and content of notifications made on MSDH's behalf before issuance, except where law independently requires Business Associate to act directly.

Responsibility for Direct Reporting. Nothing in this Agreement displaces any reporting duty imposed directly on Business Associate by the HIPAA Rules, Part 2, or other applicable law. Business Associate shall coordinate with MSDH to prevent duplicative reporting where legally permissible.

- h.** Business Associate shall ensure that subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate, in accordance with 45 C.F.R. §§ 164.308, 164.502, and 164.504, as applicable.
- i.** If Business Associate stores, processes, or transmits MSDH data in cloud environments, the relevant cloud environment shall maintain a current SOC 2 Type II examination/report covering the relevant services or a FedRAMP Moderate (or higher) authorization, or equivalent security-assurance evidence approved by MSDH and ITS where required; PHI shall remain within the United States unless MSDH expressly authorizes otherwise in writing and applicable law permits; and cloud administrative access shall be restricted and logged.

- j.** Business Associate is subject to MSDH supply-chain and vendor-risk monitoring, which may include UpGuard or a successor monitoring platform. Business Associate shall comply with the risk-rating or remediation threshold expressly established for its risk category in an applicable MSDH Vendor Risk Management Policy or other written requirement provided to Business Associate. If no threshold has been provided, a platform score is monitoring evidence and does not, standing alone, establish a contractual breach. Business Associate shall timely remediate material findings identified by MSDH.
- k.** Business Associate shall ensure that any subcontractor that creates, receives, maintains, or transmits electronic PHI on its behalf complies with applicable Privacy and Security Rule requirements through a compliant Business Associate Agreement, and Business Associate shall provide MSDH a copy of each executed subcontractor BAA upon request. MSDH's receipt of a subcontractor BAA does not constitute approval of the subcontractor or the adequacy of the agreement.
- l.** Nothing in this Agreement replaces a HIPAA-mandated reporting duty that applies directly to Business Associate in another regulated capacity.
- m.** Business Associate shall provide access, at MSDH's request 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 as necessary to satisfy 45 C.F.R. § 164.524.
- n.** Business Associate shall document Disclosures of PHI and related information necessary for MSDH to respond to an Individual's request for an accounting under 45 C.F.R. § 164.528 and shall retain such documentation for at least six (6) years after the Disclosure or any longer period required by law.
- o.** Where applicable, Business Associate shall retain and securely store data and documents under this Agreement and the Underlying Agreement(s) in accordance with the HIPAA Rules, HITECH Act, applicable federal requirements, applicable MSDH records-control schedules, and the Mississippi Archives and Records Management Law. Business Associate shall not destroy or dispose of a State record except as authorized by applicable law, an approved records-control schedule, or written MSDH direction consistent with law.
- p.** Business Associate shall make amendments to PHI in a Designated Record Set as directed or agreed to by MSDH under 45 C.F.R. § 164.526, in the time and manner designated by MSDH.
- q.** Business Associate shall provide to MSDH or an Individual, in the time and manner designated by MSDH, information necessary to permit MSDH to respond to an accounting-of-disclosures request under 45 C.F.R. § 164.528.
- r.** Business Associate shall Use, Disclose, or request only the minimum PHI necessary to perform functions, activities, or services under the Underlying Agreement(s), to the extent the minimum-necessary standard applies, and shall comply with applicable HHS

guidance and MSDH minimum-necessary policies communicated to Business Associate.

- s. Routine transmission of PHI by fax is discouraged. If PHI must be faxed, Business Associate shall limit the information and recipients to the minimum necessary, use a cover sheet containing a confidentiality notice, and follow MSDH direction for handling a misdirected fax.
- t. To the extent Business Associate carries out an obligation of MSDH under the Privacy Rule, Business Associate shall comply with the Privacy Rule requirements that apply to MSDH in performing that obligation.
- u. Business Associate shall make its internal practices, books, records, policies, procedures, and PHI relating to Uses and Disclosures under this Agreement available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- v. Business Associate shall not access, store, share, maintain, transmit, Use, or Disclose PHI outside the United States, including through subcontractors, without express written authorization from MSDH and compliance with applicable law and ITS requirements.
- w. Business Associate shall encrypt MSDH data using industry-standard algorithms. Data at rest shall use cryptographic modules holding an active FIPS 140-3 validation under the NIST Cryptographic Module Validation Program (or, with MSDH's prior written approval and only until a FIPS 140-3 validated replacement is available, a FIPS 140-2 validated module on the CMVP Historical list) with AES-256 or stronger algorithms. Data in transit shall use TLS 1.2 or higher. Encryption keys shall be managed in accordance with NIST SP 800-57 Part 1 Rev. 5 and applicable NIST SP 800-53 Rev. 5 controls, including secure generation, storage, rotation, archival, and destruction, and shall be protected using modules meeting the same validation requirements.
- x. Business Associate shall comply with applicable State of Mississippi ITS Enterprise Security Policies and Standards, as amended, and with applicable ITS cloud/offsite hosting requirements.
- y. Business Associate shall make an executive summary of its most recent information-security audit or equivalent independent assurance report available to MSDH upon request, subject to reasonable protection of confidential security information.
- z. The provisions of the HITECH Act that apply directly to Business Associate and are required to be reflected in a business associate arrangement are incorporated into this Agreement to the extent applicable, including applicable provisions of 42 U.S.C. §§ 17931, 17934, 17935, and 17936 and their implementing regulations.
- aa. Business Associate shall comply with other HITECH provisions and implementing regulations applicable directly to Business Associate in its capacity as a business associate.

- bb.** Business Associate shall be responsible for, and shall reimburse MSDH for, costs and expenses reasonably incurred by MSDH to mitigate a Breach or other non-permitted Use or Disclosure attributable to Business Associate or its subcontractors, agents, or vendors, including investigation, data analysis, legally required notifications, call-center or inquiry handling, reasonable credit/account monitoring where appropriate, regulatory response, and other reasonable mitigation required by law or a regulator. Nothing in this paragraph limits any broader liability or remedy available under the Contract.
- cc.** Business Associate shall not, without written authorization from MSDH, perform marketing or fundraising on behalf of MSDH or engage in communications on behalf of MSDH that are excepted from the HIPAA definition of marketing. If MSDH authorizes such activity, Business Associate shall comply with applicable HIPAA and HITECH requirements.
- dd.** Business Associate shall not directly or indirectly receive remuneration in exchange for an Individual's PHI except pursuant to a specific written authorization or an exception permitted by 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 shall use reasonable measures, including training, to ensure compliance by employees who perform functions under this Agreement or Use or Disclose MSDH data and shall appropriately discipline workforce members who intentionally violate applicable requirements.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. General Use and Disclosure Provisions.** If and only if Business Associate is acting as a Qualified Service Organization for a Part 2 Program and receives records subject to 42 C.F.R. Part 2 in that capacity, this Agreement constitutes the written Qualified Service Organization Agreement required by Part 2. In that circumstance, Business Associate acknowledges that, in receiving, storing, processing, or otherwise dealing with Part 2 records, it is fully bound by Part 2 and, if necessary, will resist in judicial proceedings efforts to obtain access to patient-identifying information except as Part 2 permits. Regardless of QSO status, to the extent Business Associate receives, maintains, transmits, uses, discloses, or rediscloses records subject to Part 2, it shall comply with applicable Part 2 requirements. Business Associate may otherwise Use or Disclose PHI to perform functions, activities, or services for or on behalf of MSDH as specified in the Underlying Agreement(s), provided the Use or Disclosure would not violate applicable law or the Privacy Rule if done by MSDH, except as expressly permitted below.
- b. Specific Use and Disclosure Provisions.**

- i. Business Associate may Use PHI, if necessary, for its proper management and administration or to carry out its legal responsibilities under the Underlying Agreement(s).
- ii. Business Associate may Disclose PHI for its proper management and administration or legal responsibilities only if the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the recipient that the PHI will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed, and that the recipient will notify Business Associate of known breaches of confidentiality.
- iii. If Business Associate must Disclose PHI pursuant to law or legal process, Business Associate shall notify MSDH by telephone and in writing without unreasonable delay and, when legally permissible and practicable, at least five (5) days before Disclosure so MSDH may seek appropriate protection.
- iv. If Business Associate serves more than one covered entity, it may Use and Disclose PHI for Data Aggregation only for permitted health care operations and to the extent permitted by the Privacy Rule.
- v. Business Associate may create and Use or Disclose de-identified health information only if the activity is authorized by the Underlying Agreement or MSDH in writing and the information satisfies the applicable HIPAA de-identification standard.

V. OBLIGATIONS OF MSDH

- a. MSDH shall provide Business Associate with its Notice of Privacy Practices under 45 C.F.R. § 164.520 and changes to the Notice, upon request, to the extent relevant to Business Associate's functions.
- b. MSDH shall notify Business Associate of limitations in its Notice of Privacy Practices to the extent they may affect Business Associate's Use or Disclosure of PHI.
- c. MSDH shall notify Business Associate of changes in or revocation of permission by an Individual to Use or Disclose PHI to the extent they may affect Business Associate.
- d. MSDH shall notify Business Associate of restrictions to Use or Disclosure of PHI agreed to under 45 C.F.R. § 164.522 to the extent they may affect Business Associate.
- e. MSDH shall not request Business Associate to Use or Disclose PHI in a manner that would not be permissible under the Privacy Rule if done by MSDH, except as expressly permitted by this Agreement.

VI. TERM AND TERMINATION

- a. **Term.** This Agreement becomes effective when the Underlying Agreement becomes effective or, for an existing Underlying Agreement, when this Agreement is executed. This

Agreement remains in effect while Business Associate creates, receives, maintains, transmits, or retains PHI on behalf of MSDH. Expiration or termination of the Underlying Agreement does not terminate obligations that must survive with respect to retained PHI.

- b. Termination for Cause.** If MSDH knows of a pattern of activity or practice by Business Associate that constitutes a material breach or violation of this Agreement, MSDH shall take reasonable steps to cure the breach or end the violation, as applicable. If those steps are unsuccessful, MSDH may terminate this Agreement and, to the extent required by 45 C.F.R. § 164.504(e)(1)(ii), shall terminate the Underlying Agreement if feasible, in accordance with applicable law and the Underlying Agreement's termination provisions. If cure is not possible, MSDH may proceed directly to termination to the extent permitted by law and the Underlying Agreement.
- c. Effect of Termination.** Upon expiration or termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall, if feasible and subject to applicable records-retention law, return to MSDH or, if MSDH directs, securely destroy all PHI received from or created, maintained, or received on behalf of MSDH, including PHI held by subcontractors or agents, and retain no copies except as required by law. Business Associate's obligations under this Agreement survive with respect to retained PHI. If return or destruction is infeasible or retention is required by law, Business Associate shall notify MSDH in writing, extend the protections of this Agreement to the retained PHI, and limit further Uses and Disclosures to the purposes that make return, destruction, or continued retention necessary.

VII. MISCELLANEOUS

- a. Statutory and Regulatory References.** A reference to HIPAA, its implementing regulations, Part 2, or other applicable law means the authority as in effect or as amended when compliance is required.
- b. Amendments/Changes in Law.** This Agreement may be amended only in a writing executed by authorized representatives and approved as required by law. The Parties shall take actions reasonably necessary to conform this Agreement to changes in applicable law. Any material adjustment to the Services, schedule, or compensation resulting from a legal change shall be handled under the amendment or change-control provisions of the Underlying Agreement.
- c. Survival.** Any provision that by its nature or applicable law is intended to survive expiration or termination survives, including obligations concerning PHI, confidentiality, security, breach response, records retention, audit/cooperation, indemnification, and return or destruction of PHI.
- d. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit MSDH to comply with the HIPAA Rules, Part 2 when applicable, and other applicable law protecting PHI or other regulated information.

- 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 claims, demands, liabilities, suits, actions, damages, losses, and costs, including court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Business Associate and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement. In MSDH's discretion, Business Associate may be permitted to control the defense using counsel acceptable to MSDH. Business Associate shall be responsible for defense costs, MSDH may participate, and Business Associate shall not settle a claim affecting MSDH without MSDH's concurrence, which shall not be unreasonably withheld. MSDH's liability, as an entity of the State of Mississippi, is determined and controlled by Miss. Code Ann. § 11-46-1 et seq., including all defenses and exceptions; nothing in this Agreement alters State liability or eliminates a defense available by law.
- f. Disclaimer.** MSDH makes no warranty that Business Associate's compliance with this Agreement or applicable law is adequate for Business Associate's own purposes or that information in Business Associate's possession or control will be secure from unauthorized Use or Disclosure. Business Associate remains responsible for its own compliance and safeguarding decisions.
- g. Notices.** Notices under this Agreement shall be in writing and may be personally delivered, emailed, or sent by registered or certified U.S. mail, return receipt requested, to the contacts stated below or another address designated in writing. Notice is effective as provided in the Underlying Agreement or, if not addressed there, when transmitted or delivered in accordance with this paragraph.

MSDH Privacy Officer Mississippi State Department of Health 570 East Woodrow Wilson, Suite O-400 P.O. Box 1700 Jackson, MS 39215 601-576-7847	MSDH 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
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Business Associate Notice Contact:

Name of Business: _____

Attn/Title: _____

Address: _____

Phone: _____

Email: _____

- h. Severability.** If a provision is held illegal, invalid, or unenforceable, the remaining provisions remain effective to the maximum extent permitted by law.

- i. Applicable Law.** This Agreement shall be construed to implement the HIPAA Rules and other applicable federal privacy and security requirements. All other aspects are governed by Mississippi law, excluding conflict-of-law principles. Business Associate shall comply with applicable federal and State laws, regulations, and mandatory policies as amended. Where this Agreement is more protective than a minimum legal requirement and the additional protection is legally permissible, this Agreement controls.
- j. Non-Assignment and Subcontracting.** Business Associate shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, except as permitted by the Underlying Agreement and with any MSDH approval required thereunder. Required subcontractor BAAs and flow-downs remain mandatory. No MSDH approval creates privity with a subcontractor or any payment obligation beyond the Underlying Agreement.
- k. Entire Agreement; Relationship to Underlying Agreement.** This Agreement, together with the Underlying Agreement(s), governs Business Associate's handling of PHI for MSDH. This Agreement does not supersede the Underlying Agreement except to the extent of a direct conflict concerning PHI or another subject expressly governed by this Agreement. Where both documents lawfully apply, the more specific or more protective requirement controls unless the Underlying Agreement expressly states otherwise and applicable law permits the result.
- l. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer rights, remedies, obligations, or liabilities on any person other than the Parties and their permitted successors and assigns, except to the extent applicable law independently confers such rights.
- m. Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries assisting with obligations under this Agreement reasonably available to MSDH, at no additional cost, to testify or otherwise assist in litigation, regulatory reviews, or administrative proceedings concerning an alleged violation of the HIPAA Rules, Part 2, or other applicable privacy/security law arising from the Services, except where the person or entity is an adverse party.

SIGNATURE PAGE — ATTACHMENT C

BUSINESS ASSOCIATE	MISSISSIPPI STATE DEPARTMENT OF HEALTH
By: _____	By: _____
Name: _____	Daniel P. Edney, MD, FACP, FASAM
Title: _____	State Health Officer
Address: _____	P.O. Box 1700, Jackson, MS 39215-1700
Date: _____	Date: _____