



MISSISSIPPI STATE DEPARTMENT OF HEALTH

REQUEST FOR PROPOSALS

RFP Number: 3180003060

Statewide Health Information Exchange/Health Data Utility (HIE/HDU)

Issue Date: October 2, 2026

CLOSING TIME AND DATE

Proposals must be received before:

3:00 pm CST, November 3, 2026

PROPOSAL COORDINATOR

Dorthy Young

Telephone: (601) 576-7954

E-mail: procurement@msdh.ms.gov

GENERAL INSTRUCTIONS

Section 1 - Background, Authority and Purpose

The Mississippi State Department of Health (hereinafter "Agency," "MSDH," or "the State") has issued this solicitation (RFx number 3180003060) for the purpose of attaining sealed competitive proposals from qualified vendors to provide Statewide Health Information Exchange/Health Data Utility (HIE/HDU).

MSDH is initiating this competitive bid on behalf of the State to obtain a qualified Contractor to lead the establishment, development, operation, and maintenance of a connected, statewide HIE. The Contractor will deploy and manage HIE infrastructure that will serve traditional HIE functions during the initial phase of the contract, as well as serve as a foundation for the development of a state-directed HDU. The State's vision for the HDU is grounded in the Consortium for State and Regional Interoperability (CSRI) HDU Capability Model. CSRI defines an HDU as a "not-for-profit organization or state government entity with information exchange at its core and multi-stakeholder governance which, through its mission and function, seeks to meet the comprehensive health data delivery and analytics needs of a state's public and private sectors."

The Contractor is expected to operate an HIE that aggregates, enhances, and distributes health data as a public good. The HIE will serve eligible participants including providers, payers, public health agencies, community service providers, patients, and others authorized to access electronic health information. The facilitated exchange of health data through the HIE is expected to be patient-centric, technically interoperable, governed by clear participation rules, and built on recognized health-IT federally aligned standards outlined in this SOW and in Mandatory Requirements.

The Contractor will enable a strategically planned phased statewide, bidirectional clinical data exchange; connect rural providers, hospitals, private providers, long-term care, behavioral health, emergency systems of care, and other care settings; and support public health and payer data needs during the period of the contract timeline. Core services must focus on improving care coordination across Mississippi's systems of care including trauma response, shared access to clinical information, and a centralized imaging service.

The State aims to leverage the HIE/HDU to integrate incoming data sources bidirectionally with public health registries, surveillance programs, and emergency systems of care. The goal is to exchange data to close data gaps, capture data as close to real-time as required by the public health policy, and to share data from public health systems in a more sustainable manner over time that maximizes federal investment. Once the HIE is established, the State will coordinate with data experts in the community to progress data capture/sharing efficiencies, de-duplication, etc.

The HIE/HDU is ultimately expected to support future integration with broader data assets, such as an All-Payer Claims Database, while preserving statutory boundaries around public health reporting and existing State-managed datasets.

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

The initial period of performance of any contract resulting from this RFP will be from the date of execution through December 31, 2032. This is tentatively scheduled to begin on or about January 4, 2027 and to end on December 31, 2032. The Agency reserves the right to renew the Contract at the sole discretion of the Agency. Total compensation, including all change orders, shall not exceed the lifecycle amount authorized by ITS CP-1. Services to be performed after September 30, 2031 are contingent on the availability of lawful funding, and MSDH may terminate or reduce those services without penalty if funding is not available.

Authority

MSDH is a pass-through entity of Rural Health Transformation Program (RHTP) funding with the State of Mississippi. Information about the States RHTP technology initiatives, including HIE, can be found on the States website: [Mississippi Rural Health Transformation Program - Mississippi RHT Program](#).

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.

Procurement Goals and Objectives

The MSDH has established the following goals and objectives based on the current environment of healthcare in the State and the rapidly advancing technology and interoperability standards put forth by HHS, CMS, the CDC, the ONC, and other key partners. The Vendor will propose to achieve MSDH goals and objectives, as listed in Table A-4 below.

Table A-4: MSDH HIE/HDU Goals and Objectives

Goals	Objectives
State Designated HIE for Universal Interconnectivity	✓ Connect healthcare providers across Mississippi to a centralized health data repository in a manner that enhances clinical and administrative workflows. ✓ Enable federally aligned standards-based, secure, compliant exchange of health information through reliable, accessible infrastructure that aligns with federal and state privacy, security, and interoperability requirements.
Transparent, Formal Governance of Health Data Exchange and Use	✓ Establish a multi-stakeholder governance structure, policies, and decision-making processes that guide operation of the HIE/HDU and ensure secure, equitable, transparent, and sustainable use of health data to serve public and private sector needs while protecting privacy and advancing population health goals. ✓ Establish and operationalize the Mississippi HIE/HDU Governance Model within one year of contract execution.
Statewide Systems of Care Integration	✓ Connect statewide emergency and public health systems of care through the HIE/HDU by enabling secure, standards-based exchange of clinical, behavioral health, public health, payer, referral, consent, care transition, and social needs information across providers, state agencies, community-based organizations, payment systems, and other care partners. ✓ Support whole-person care coordination by improving visibility into patient needs, services, referrals, care plans, transitions of care, and outcomes across Mississippi's health and social service ecosystem.
Advance Technology through the HDU Model	✓ Establish HIE/HDU governance that can sustain technology adoption as capabilities mature, that support timely, actionable analytics, reporting, and decision support for public health, care coordination, quality improvement, population health management, and system performance monitoring. ✓ Enable appropriate use of advanced analytics and AI-enabled insights to identify care gaps, monitor trends, support emergency response, inform resource allocation, and improve health outcomes while maintaining transparency, data quality, privacy, and governance controls.

Table A-2: Estimated RHTP Budget Expenditure Period

RHTP Budget Period	State Obligation Period	State Expenditure End Date
Budget Period 1	December 29, 2025 – September 30, 2026	September 30, 2027
Budget Period 2	October 31, 2026 - September 30, 2027	September 30, 2028
Budget Period 3	October 31, 2027 - September 30, 2028	September 30, 2029
Budget Period 4	October 31, 2028 - September 30, 2029	September 30, 2030
Budget Period 5	October 31, 2029 - September 30, 2030	September 30, 2031

The RHTP is structured across five CMS-defined budget periods spanning Federal Fiscal Years 2026 through 2030. Consistent with current CMS guidance, this RFP assumes that obligated funds during each budget period will remain available for expenditure through the end of the subsequent federal fiscal year. Because CMS has not published a consolidated expenditure-period schedule for all five budget periods, the expenditure timeframes in Table A-2 are planning assumptions derived from current CMS guidance and should be validated against future award notifications, post-award guidance, and applicable federal requirements. Invoices shall cover only services performed within the invoiced period. MSDH will not prepay subscription, license, hosting, or operations fees.

Section 2 - Timeline

Request for Proposal Issue Date:	October 2, 2026
Questions and Requests for Clarification to Agency Deadline:	October 12, 2026, 3:00pm
Question Response Deadline:	October 16, 2026, 3:00pm
Proposal Package Submission Deadline:	November 3, 2026, 3:00pm
Open Proposals:	November 3, 2026, 3:00pm
Evaluation of Proposals Begins:	November 4, 2026
Anticipated Contract(s) Effective Date:	December 30, 2026
Anticipated Services Begin:	January 4, 2027

Section 3 - Contact and Questions/Requests for Clarification

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

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

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

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

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

3.6 Vendors must provide a signed Acknowledgements of RFP Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Proposal Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website. From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to this portal. Vendors failing to comply with this requirement will be subject to disqualification.

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

Section 4 - Solicitation Clauses

Acknowledgment of Amendments

Any interpretation of an State RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the Agency website, together with the associated RFP specification. Vendors are required to check the website periodically for RFP amendments before the proposal opening date at: [Procurements/RFPs - Mississippi State Department of Health](#).

Any and all amendments will be posted no later than noon, seven (7) calendar days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the website, you may contact the procurement contact listed on the cover page of this RFP and request a copy.

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

Applicable Law

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

Interchangeable Designations

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "Agency" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications.

Availability of Funds

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

Certification of Independent Price Determination

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

Compliance with Equal Opportunity In Employment Policy

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

Compliance with Laws

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

Contract Rights

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

E-Payment

Offeror agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

The State of Mississippi will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See § 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.

E-Verification and Mississippi Employment Verification Act

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

Vendor's Responsibility to Examine RFP

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

Minor Informalities and Irregularities

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

Proposal as Property of State

All written proposal material becomes the property of the State of Mississippi.

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.

Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://www.paymode.com/mississippi/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

Vendor's Responsibility for Delivery

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or email.

Property Rights

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

Representation Regarding Gratuities

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

Required Public Records and Transparency

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

Stop Work Order

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

Termination

Termination for Convenience. The MSDH may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MSDH shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MSDH gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 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.

Evaluation Criteria

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in the RFP.

Multiple Awards

The State reserves the right to make multiple awards.

Right to Award in Whole or Part

The State reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

Right to Use Proposals in Future Projects

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

Right to Use Proposals in Future Projects by Entities Outside Mississippi

The State reserves the right to offer the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects by governmental entities outside Mississippi (i.e., "piggyback option"), if (a) it is deemed to be in the best interest of the governmental entity desiring to do so; and (b) the Vendor is willing to extend a cost less than or equal to that

specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects outside Mississippi is solely at the discretion of the State, and requires the desire of the governmental entity outside Mississippi and the agreement of the proposing Vendor. The State's decision to consent to the reuse of an awarded proposal outside Mississippi will be based upon such criteria as: (1) the governmental entity's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

Price Changes During Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

Right to Request Information

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

Vendor Personnel

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- A. A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- B. That, if on-site interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with on-site interviews will be the responsibility of the Vendor.
- C. That the individual is proficient in spoken and written English;
- D. That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all United States Citizenship and Immigration Services (USCIS) regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- E. That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current USCIS eligibility throughout the duration of the contract.

Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

Section 5 - Scope of Work

Introduction

This section provides the required operational and technical services and specifications required of the selected Vendor as referred to throughout the RFP.

The selected Vendor will be responsible for the creation and support of all services and deliverables described in this SLAs and compliance with all performance standards described in Attachment C SLAs. As part of the proposal, Vendors are required to respond to the totality of all Attachments.

The Vendor must perform, at a minimum, all necessary services and meet all expectations detailed in this RFP. In addition to this baseline expectation, the State also encourages vendors to include in their proposal additional details and context that could improve the proposal and offer the State the best option for achieving its desired goals with the Health Data Utility (HDU). The State acknowledges that the specifications within this RFP are not

exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each service, response/requirement, in the RFP.

Executive Summary

The SOW response must include an Executive Summary that summarize the contents of the entire proposal. The purpose of the Executive Summary is to provide the RFP Evaluation Team with a broad but clear understanding of the entire proposal, emphasizing any unique aspects or strengths of the Vendor and the proposal. The Executive Summary must confirm that the Vendor will comply with all provisions and requirements in this RFP. The Vendor should articulate key assumptions made in response to the RFP.

Staffing Approach and Plan

The Vendor must provide a staffing plan which specifically indicates which of the staff represent key staff roles and which roles proposed will reside in Mississippi.

As part of the Vendor's proposal response, the vendor will respond to this section with an Initial Staffing Plan. The vendor's narrative description of its proposed Initial Staffing Plan should include:

- All applicable key staff required by the State, and all core operational and technical staff roles, additional staff/teams supporting key staff operations and technology services included in this SOW. Use Table A-5 to develop the staffing plan response.
- A phased approach to staffing implementation and management to establish the HIE and then mature into a HDU over time.
- A description of the Vendor's proposed team that exhibits the Vendor's ability to provide knowledgeable, skilled, and experienced personnel to accomplish the SOW as described in this RFP.
- Organizational charts for the operational and technical teams, showing both the Vendor staff and their relationship to the State, and all subcontractor partners that will be engaged to perform the delivery of all services.

The vendor must maintain a sufficient staffing model to provide the services outlined in the contract while meeting or exceeding the applicable service level agreements.

The Vendor must include evidence of existing and/or new staff roles and qualifications to meet the required scope of work. Evidence should include staffing comparisons to similar HIE implementations supported by the vendor, or to selected comparable HIEs in operation. The response should include a complete staffing analysis and proposed staffing levels.

The Vendor shall provide an organizational chart that clearly depicts the Vendor's proposed team with key personnel clearly designated using the words "Key Personnel". Names, if available and known, shall also be provided for staff who are not deemed as key staff, but who are being proposed as part of the team.

The Vendor is required to provide dedicated key personnel for the implementation and ongoing operations. Key personnel are defined as staff who are contractually essential and have lead responsibilities for performing the scope of work.

The Vendor must name the individual proposed for each key personnel role in its proposal. Key personnel submitted in the Vendor's proposal are assumed to be committed to the project should the Vendor be awarded the Contract, pending MSDH approval of the staff member(s). MSDH reserves the right to approve/deny key staff included in the proposal.

Table A-5: Key Personnel and Responsibilities

#	Staffing Group	Key Personnel	Responsibilities
1	Executive Team	Executive Director (Key Personnel)	Executive accountability, statewide HIE strategy, stakeholder leadership, and coordination with State leadership
2	Executive Team	Chief Strategy and Engagement Officer (Key Personnel)	Clinical strategy, clinical governance, provider adoption, patient safety, and clinical-use-case prioritization; HDU data strategy, analytics roadmap, data governance implementation, and reporting strategy
3	Executive Team	Chief Technology/Security Officer (Key Personnel)	Technical architecture, platform strategy, cybersecurity coordination, interoperability roadmap, and vendor management, State security oversight, risk acceptance, incident coordination, and review of vendor security performance
4	Executive Team	Legal Counsel/Privacy Officer (Key Personnel)	State privacy oversight, consent policy, sensitive-data requirements, and privacy compliance
5	Operations	Public Health Integration Director (Key Personnel)	Coordination with public health registries, surveillance programs, laboratories, and emergency systems of care
6	Operations	Provider Relations Director (Key Personnel)	Participant relations, statewide outreach strategy, provider prioritization, and escalation management
7	Operations	Onboarding Manager (Key Personnel)	Onboarding hospitals, practices, FQHCs, behavioral health, long-term care, EMS, and other participants
8	Operations	Clinical Workflow Specialist (Key Personnel)	Workflow analysis, clinical adoption, EHR workflow integration, and implementation support, Quality measurement, clinical program alignment, provider quality support, and use-case validation
9	Operations	Training Specialist (Key Personnel)	Participant training, on-demand resources, portal education, and adoption support
10	Operations	Operations/Project Manager (Key Personnel)	Day-to-day HIE operations, service delivery, staffing coordination, and operational performance

#	Staffing Group	Key Personnel	Responsibilities
11	Operations	Help Desk Support Analyst (Key Personnel)	End-user assistance, ticket triage, account support, and service-request management; Incident management, production monitoring, issue escalation, and root-cause coordination
12	Technical	Integration Manager (Key Personnel)	Interface portfolio, technical onboarding, interface standards, integration delivery, and resource management
13	Technical	Senior Interface Engineers/Developers (Key Personnel)	Complex integrations, architecture, interface remediation, EHR coordination, and technical mentoring; HL7, C-CDA, API, public health, payer, laboratory, and clinical-system interface development
14	Technical	Terminology and Data Quality Analyst (Key Personnel)	Terminology harmonization, mapping, validation, data-quality monitoring, and remediation
15	Technical	FHIR Specialist (Key Personnel)	FHIR APIs, US Core, Bulk FHIR, patient access, payer APIs, and emerging federal standards
16	Technical	Analytics Director (Key Personnel)	Analytics delivery, reporting operations, data-product governance, and stakeholder prioritization
17	Technical	Data Engineer (Key Personnel)	Data pipelines, warehouse operations, transformation, aggregation, and analytics data preparation
18	Technical	Business Intelligence/Reporting Developer (Key Personnel)	Dashboards, operational reporting, Medicaid reporting, provider reporting, and data visualization
19	Technical	Population Health Analyst (Key Personnel)	Population analytics, utilization analysis, care-gap identification, payer use cases, and HDU reporting
20	Technical	Quality Measurement Analyst (Key Personnel)	HEDIS, MIPS, clinical quality measures, measure validation, and quality-reporting logic

Staff Resumes

The Vendor shall provide resumes for all key staff. Resumes must demonstrate experience of key staff that is germane to the role proposed. Resumes shall include the staff members' work on projects cited under the Vendor's experience provided in Attachment F. Vendor Information as well as the individual's specific functions performed on such projects. Each resume must include the following details in the order specified:

- Proposed role

- Summary of relevant experience and knowledge specific to the responsibilities of their role and the services being requested in this RFP
- Professional employment history with dates
- Professional certifications
- Education (degrees received and major studies)

Key staff consists of the Vendor’s core leadership team for this engagement. Resumes for key staff named in the vendor’s proposal should indicate the staff’s role and demonstrate how each staff member’s experience and qualifications will contribute to this Vendor’s success. Each key staff resume should be fewer than three (3) pages.

The Vendor should complete Table A-6 below and include resumes of all individuals being initially proposed.

Table A-6: Proposed Key Staff and Roles

Name	Proposed Role	Years of Experience in Proposed Role

Staff and Subcontractor Management

The Vendor shall describe its approach to personnel management, including:

- Hiring—including the Vendor’s plan for recruiting for and filling roles unfilled at the time of submission of the Vendor’s proposal—and termination
- Initial and ongoing staff training—including transfer of project status, business and system knowledge, and project management methodologies and processes to new staff
- Staff performance monitoring
- Succession planning, staff replacement, and staff backup
- Sourcing of staff
- Retaining staff and ensuring continuity of staff for the duration of the project

G. Managing Subcontractors

Operational Service Requirements

The Contractor is responsible for the overall operational business services including all technology infrastructure and related services for the HIE/HDU. It is acceptable for the Vendor to subcontract with one or more technical or operational service providers while acting as the single entity responsible to the State for delivering high-quality value-add services.

Table A-7 describes each operational business service area and corresponding requirements. Note, the vendor must provide key performance indicators (KPIs) to be included in the services contract that represent performance of operational requirements. Table A-7 must be completed as part of the response.

Technology Service Requirement

The State seeks to contract with a Vendor who can implement established, experienced, best-in-class technology services that facilitate effective HIE services across the State of Mississippi. The technology service requirements complement the mandatory requirements.

Table A-8 includes the HIE Vendor Technical Service Requirements, each technology service area, and the description for which the HIE vendor must respond to, matching at a minimum, the level of the requirement description. The Vendors will describe in detail how they will deliver these services to the State.

Note, the vendor must provide key performance indicators (KPIs) to be included in the services contract that represent performance of technical service requirements. KPIs, at a minimum, should align with industry standards. Table A-8 must be completed as part of the response

Section 6 - Proposal Evaluation and Basis for Award

- A. The State will use the evaluation process as defined in ITS Procurement Manual, ITS Procurement Handbook, Rule 209.1: 018-010 Proposal Evaluation Process. The handbook is available at: [ITS Procurement Handbook | Mississippi Department of Information Technology Services](#).
- B. Additionally, an Evaluation Team composed of MSDH staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to Evaluation Team, will be used to evaluate the proposals.
 - 1. The names of the evaluators will be blinded (i.e., will not be shared with the public).
 - 2. The Evaluation Team will only have access to the unbranded version of proposals, therefore will have no knowledge of which vendors they are evaluating.
 - 3. The roles that evaluators will represent, at a minimum, include financial subject matter expert (SME), IT SME, public health registry SME, licensure and certification SME, privacy/security SME.
- C. Scoring Rubric
 - 1. Proposals will be evaluated through consensus scoring.

2. Each category included in the scoring mechanism is assigned a weight between one and 100.
3. The sum of all categories equals 100 possible points.
4. For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points provided in the Scoring Rubric Table:

Score Category	Possible Points
Non-Cost Categories:	
Mandatory Requirements	10
SOW:	
Staffing Approach	15
Operational Service Requirements	10
Technology Services Requirements	10
SLAs	10
Deliverables	10
Total Non-Cost Points	65
Total Cost Points	35
Total Possible (Cost and Non-Cost) Points	100

Mandatory Provisions or Non-Mandatory Provisions in Technical Service Requirements for this RFP

1. Mandatory Requirements of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

2. Meeting a mandatory requirement means the Vendor has provided a detailed response that demonstrates that the Vendor meets the qualifications and experience required and/or the requested functionality exists at time of proposal submission.

D. The evaluation will be conducted in four stages as follows:

- Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and meets all minimum qualifications (Attachment I). No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.
- Stage 2 – Non-cost Evaluation (excluding cost)
 - a. Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration at the State's sole discretion.

- a. The Evaluation Team scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the Mandatory Requirements category was allocated 25 points; a proposal that fully met all requirements in that section would have scored 22.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the State.

- Stage 3 – Cost Evaluation

- a. Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	25
Change Order Rate	10
Maximum Possible Points	35

- Stage 4 – Selection of the successful Vendor

Demonstrations and Interviews

- At the discretion of the State, evaluators may request interviews, presentations, demonstrations, or discussions with any or all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.
- Vendors must be prepared to provide live video demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates, upon request.
- Although demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

Final Quantitative Evaluation - Following any requested clarifications, BAFOs, presentations, and/or demonstrations, the Evaluation Team will re-evaluate non-cost scores as necessary. The non-cost and cost scores will then be combined to determine the Vendor's final score.

Change Order Rates

The State may wish to add functionality outside the scope of this RFP after the initial deployment of the awarded solution. The Vendor must propose all possible personnel/SMEs for staff and roles that are included in the proposal including those that may be needed for future enhancements in Table 3 – Labor Rates in the Cost Proposal with their fully loaded hourly rates. These hourly rates shall be available for MSDH to use for unanticipated tasks, as necessary, and for changes to the scope of existing services. No additional charges for overhead, travel, or other expenses shall be allowed after Contract award. These rates shall be used in pricing of any subsequent change orders. Fully loaded rates include hourly rate plus travel, per diem, and lodging, and all other costs associated.

Along with the fully loaded hourly rates, the Vendor must propose a fully loaded blended rate for executive, operations, and technical roles, separately. Table 3 is not all inclusive and the Vendor is expected to add additional roles, if needed. If the Vendor does not foresee a particular role being proposed, the Vendor must mark the hourly rate as N/A. Vendor must completely fill in Table 3 – Labor Rates in the Cost Proposal.

BAFO

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender BAFOs, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

Section 7 - Minimum Vendor Qualifications

The following minimum Vendor requirements are mandatory. Failure to meet any of these requirements will result in disqualification of the proposal submitted by your company. Please respond by restating each minimum requirement listed below with documentation that proves specifically how your company meets that minimum criteria. Please include in your responses the total number of years and types of experience of your company. If, in the opinion of the procurement team, you fail to prove that your company meets any of these minimum

requirements, the proposal will be disqualified from further evaluation. If this happens, you will be notified of the decision and will have an opportunity to provide additional information to prove your company does meet the minimum requirements. It is incumbent upon the disqualified Vendor to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

The Vendor must have:

Proposed Personnel Availability

The vendor must have essential key personnel (as determined by the vendor staffing plan) available upon Project Kick-Off. A statement affirming availability should be included in the Initial Staffing Plan and Key Personnel response submission.

Prior Experience

Vendor must have been in business and provided statewide HIE/HDU services similar in requirements and scale to those described in this RFP for a minimum of five (5) years. The determination of the length of time an entity has provided these services will be based upon the initial date the Vendor established a contractual relationship to provide such services. For each client, please specify:

- Client information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
- The type of work your company provided to the client,
- Contract effective dates for the time period(s) your company provided services to the client.

Vendor must have a minimum three (3) years' experience with rural healthcare environments in Mississippi or the equivalent states. The determination of the length of time an entity has provided these services will be based upon the initial date the Vendor established a contractual relationship to provide such services. For each client, please specify:

- Client information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
- The type of work your company provided to the client,
- Contract effective dates for the time period(s) your company provided services to the client.

Local Mississippi Presence

The vendor, upon award, has plans to establish a local Mississippi business presence to support stakeholder-facing operational and technical assistance, as described in the RFP. The local presence must be in place within 60 calendar days of contract execution, unless otherwise agreed upon in writing by the Agency.

Financial Stability or Solvency

Financial Capacity and Annual Report Information

The Vendor shall submit an annual report, which must include:

- Last three (3) years of audited financial statements
- If applicable, last two (2) years of consolidated statements for any holding companies or affiliates
- An un-audited financial statement for the most recent quarter of operation
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this Contract

If the Vendor is unable to provide the annual report specified above, the Vendor may, at the discretion of the State, provide the following annual report:

- Last five (5) years un-audited financial statements or a balance sheet statement of financial position
- An un-audited financial statement of the most recent quarter of operation
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this Contract

Dun and Bradstreet Report

Vendors with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report, or Credit Evaluator Report as part of their proposal.

Resources and Facilities

The Vendor must have adequate resources and facilities to render the requested services referenced herein.

References

The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. The State will consider additional value points for references that are government agencies. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:

- Failure to provide reference information in the manner described
- Inability of the State to substantiate minimum experience or other requirements from the references provided
- Non-responsiveness of references to the State's attempts to contact them
- Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services

References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

- The reference must be for a project similar in scope and size to the project for which this RFP is issued
- The reference must have been operational for at least six (6) months

Vendors must use the Reference Form in response. Existing data should not be modified.

Ability to Perform

The Offeror may be required before the award of any contract to show to the complete satisfaction of the Agency that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Offeror may also be required to give a past history and references in order to satisfy the Agency in regard to the Offeror's qualifications. The Agency may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the Agency all information for this purpose that may be requested. The Agency reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Offeror fails to satisfy the Agency that the Offeror is properly qualified to carry out the obligations of the Contract and to complete the work described therein. Evaluation of the vendor's qualifications shall include:

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

Section 8 - Proposal Submission Requirements

Proposal Submission Requirements

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this RFP. A Vendor who has responded to previous RFPs issued by the State should not assume that the requirements are the same, as changes may have been made.

- A. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
- B. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
- C. Proposals shall be submitted no later than the time and date specified for receipt of proposals. All proposal packages must be submitted to the Agency's OpenGov Procurement portal before 3:00 pm CST, November 3, 2026. All vendors are urged to take the possibility of delay into account when submitting a proposal.

- D. The electronic files shall not be password protected, shall be in Portable Document Format (PDF®) or Microsoft Word and/or Microsoft Excel format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.
- E. Proposals or alterations by fax, email, or phone will not be accepted.
- F. Timely submission of the proposal package is the responsibility of the Vendor. Proposals received after the specified time will be rejected and maintained unopened in the procurement file. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.
- G. The time and date of receipt will be indicated on the electronic proposal when submitted through the Agency's OpenGov Procurement portal.
- H. Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Vendor to submit all information in a manner that it is clearly referenced and easily located.
- I. A Vendor may withdraw a bid/offer, prior to the time set for the opening of proposals, by simply clicking the "unsubmit" button for their proposal in the Agency's OpenGov Procurement portal. No explanation is required.
- J. The State reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations. K. The State reserves the right to waive any defect or irregularity in any proposal procedure. L. A Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by the State is the official version and will supersede any conflicting RFP language submitted by the Vendor. M. Vendors are required to submit three versions of their proposals, without exception: 1. A complete proposal, with no redaction 2. A proposal with redacted financial and proprietary information, or a statement indicating that no redactions are required. 3. A complete, unredacted proposal with no branding (including colors, logos, etc.) for any sections that indicate unbranded versions are required. Branding includes anything that may identify the vendor organization. N. The Vendor must conform to the following standards in the preparation of the Vendor's proposal: O. Respond to the sections and exhibits in the same order as this RFP. P. Label the file names of each section and exhibit, using the corresponding headings from the RFP. Q. If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form. R. Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE." S. Where an outline point asks a

question or requests information, the Vendor must respond with the specific answer or information requested. T. When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by electronic signature of the submission in the procurement portal and providing a Proposal Exception Summary Form. U. Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications. V. The Vendor must fully respond to each required attachment within the RFP by fully describing the manner and degree by which the proposal meets or exceeds said requirements. W. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the Cost Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's Cost Proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor. The Vendor must complete the Attachment E: Cost Proposal which outlines the minimum requirements for providing cost information. X. The State reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing State staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal. Y. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of the State. Z. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met: AA. A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered. AB. Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information. AC. Clarifications must be received early enough in the evaluation process to allow adequate time for reevaluation. AD. The Vendor must follow procedures outlined herein for submitting updates and clarifications. AE. The Vendor must submit a statement outlining the circumstances for the clarification. AF. All vendor communications regarding this RFP must be directed through the Agency portal or to the designated Proposal Coordinator. Unauthorized contact regarding the RFP with other employees of the Agency may result in the vendor being disqualified, and the vendor may also be suspended, disbarred, or removed from consideration for award of contracts with the State of Mississippi for a period of two (2) years. AG. The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

Conflicts of Interest

Other Current MSDH Contracts*

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

Please provide each entry in the following format:

MSDH Program or Agreement/Contract Name #1

- Dollar Amount
- Contract Beginning Date
- Contract Ending Date

*Response required

Organization Governing Body*

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

*Response required

Governing Body or Project Staff Affiliations*

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

- ☐ Yes
☐ No

*Response required

When equals "Yes"

Governing Body or Staff Affiliations - Explanation*

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

Please provide the following for all such individuals:

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

*Response required

When equals "Yes"

Income From Business*

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

☐ Yes

☐ No

*Response required

When equals "Yes"

Ownership Status - Percentage*

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

☐ Yes

☐ No

*Response required

When equals "Yes"

Ownership Status - Amount*

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

☐ Yes

☐ No

*Response required

When equals "Yes"

Position Within Business*

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

☐ Yes

☐ No

*Response required

Conflict of Interest Certification*

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

☐ Please confirm

*Response required

Any Additional Information Not Specifically Requested*

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

*Response required

Cost Section

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

Cost Proposal*

Please download the below documents, complete, and upload.

- [MSDH-HIE-RFP Cost Proposal ...](#)

*Response required

Submission Requirements

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

All proposal packages must be submitted to the Agency's OpenGov Procurement portal before 3:00 pm CST, Tuesday, November 3, 2026. Proposals submitted via facsimile (fax) machine **will not** be accepted. All vendors are urged to take the possibility of delay into account when submitting a proposal.

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

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

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

Failure to submit a proposal on the fee schedule provided will be considered cause for rejection of the proposal.

Modifications or additions to any portion of the proposal document may be cause for rejection of the

proposal. The Agency reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive.

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

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

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

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

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

Minimum Vendor Requirements Confirmation*

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

*Response required

Proposal Exceptions*

Please upload the Proposal Exception Summary Form with all exceptions to items in any section of this RFP listed and clearly explained or state "No Exceptions Taken." If no Proposal Exception Summary Form is included, the Vendor is indicating that it takes no exceptions to any item in this RFP document.

- [Table 6-1 Proposal Exceptio...](#)

*Response required

Executive Summary- Branded Version*

The SOW response must include an Executive Summary that summarize the contents of the entire proposal. The purpose of the Executive Summary is to provide the RFP Evaluation Team with a broad but clear understanding

of the entire proposal, emphasizing any unique aspects or strengths of the Vendor and the proposal. The Executive Summary must confirm that the Vendor will comply with all provisions and requirements in this RFP. The Vendor should articulate key assumptions made in response to the RFP.

*Response required

Executive Summary- Unbranded*

The SOW response must include an Executive Summary that summarize the contents of the entire proposal. The purpose of the Executive Summary is to provide the RFP Evaluation Team with a broad but clear understanding of the entire proposal, emphasizing any unique aspects or strengths of the Vendor and the proposal. The Executive Summary must confirm that the Vendor will comply with all provisions and requirements in this RFP. The Vendor should articulate key assumptions made in response to the RFP.

- Vendor must submit their response as "unbranded", meaning in a neutral, anonymous format with all organizational, personnel, and branding identifiers removed, allowing evaluators to assess the proposal solely on its content and qualifications without knowledge of the proposer's identity. Note: when names are requested, insert "N/A".

*Response required

References*

Please download the below documents, complete, and upload.

- [References.docx](#)

*Response required

Staffing Approach, Plan and Organizational Chart- Branded Version*

Please download the below documents, complete, and upload.

- [StaffingApproachandPlan.docx](#)

*Response required

Staffing Approach and Plan- Unbranded Version*

Please download the below documents, complete, and upload.

- Vendor must submit their response as "unbranded", meaning in a neutral, anonymous format with all organizational, personnel, and branding identifiers removed, allowing evaluators to assess the proposal solely on its content and qualifications without knowledge of the proposer's identity. Note: when names are requested, insert "N/A".

- [StaffingApproachandPlan.docx](#)

*Response required

Resumes for Key Staff*

Provide a complete résumé of key vendor staff who will be assigned to render services to the Agency, including detailed information on any special training or designations. Specifically identified in the Statement of Work and individual who will serve as the primary contact for the Agency. Provide each person's information as requested in the RFP.

*Response required

Table A-7 SOW Operational Service Requirements*

Please download the below documents, complete, and upload.

- Vendor must submit their response as "unbranded", meaning in a neutral, anonymous format with all organizational, personnel, and branding identifiers removed, allowing evaluators to assess the proposal solely on its content and qualifications without knowledge of the proposer's identity. Note: when names are requested, insert "N/A".

- [TableA-7 SOW OperationalSer...](#)

*Response required

Table A-8 SOW Technology Service Requirements*

Please download the below documents, complete, and upload.

- Vendor must submit their response as "unbranded", meaning in a neutral, anonymous format with all organizational, personnel, and branding identifiers removed, allowing evaluators to assess the proposal solely on its content and qualifications without knowledge of the proposer's identity. Note: when names are requested, insert "N/A".

- [TableA-7 SOW OperationalSer...](#)

*Response required

Mandatory Requirements Response*

Please download the below documents, complete, and upload.

- Vendor must submit their response as "unbranded", meaning in a neutral, anonymous format with all organizational, personnel, and branding identifiers removed, allowing evaluators to assess the proposal solely on its content and qualifications without knowledge of the proposer's identity. Note: when names are requested, insert "N/A".

- [Mandatory Requirements Resp...](#)

*Response required

Service Level Agreements*

Please download the below documents, complete, and upload.

- [RFP SLAs.docx](#)

*Response required

Deliverables*

Please download the below documents, complete, and upload.

- [D-2 DeliverableTable.docx](#)

*Response required

RFP Additional Submission Requirements

Additional Proposal Items

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

Certification of Authority to Sell*

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications?

☐ Yes

☐ No

*Response required

Compliance with National Defense Authorization Act *

The Vendor must state if Vendor equipment being provided is in compliance with the National Defense Authorization Act, Section 889.

☐ Yes

☐ No

*Response required

Pending Legal Actions *

Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal?

☐ Yes

☐ No

*Response required

Pending Legal Actions *

Are there any criminal or civil proceedings (federal or state) pending against the Vendor or its principals or employees that pertain to any public procurement within the State of Mississippi or elsewhere?

☐ Yes

☐ No

*Response required

If answer yes to either Pending Legal Action Question

If your answer to either of the above is “yes”, provide a copy of same and state with specificity the current status of the proceedings.

Pending Legal Action*

The State, at its sole discretion, may reject the proposal of a Vendor who (a) has criminal or civil proceedings pending that pertain to a public procurement within Mississippi or elsewhere, or (b) has lawsuits or other legal proceedings pending that pertain to any of the products or services which are part of the Vendor’s proposal.

☐ Please confirm

*Response required

Non-Disclosure of Social Security Numbers *

The Vendor agrees that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual’s Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual’s Social Security Number? This agreement is required by Section 25-1-111 of the Mississippi Code Annotate

☐ Please confirm

*Response required

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

(if any were posted)

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

*Response required

Debarment, Suspension, and Eligibility*

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

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

- ☐ are
- ☐ are not

*Response required

Charges From A Government Agency*

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

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

- ☐ are
- ☐ are not

*Response required

Conviction or Acknowledgment of Fault*

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

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

- ☐ have
- ☐ have not

*Response required

Contract Termination By Default*

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

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

- ☐ have
- ☐ have not

*Response required

Felony Criminal Violations*

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

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

- ☐ have
- ☐ have not

*Response required

Financial Records*

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

- ☐ Yes
- ☐ No

*Response required

Audit Status / Fiscal Responsibility*

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

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

Most Recent Audit*

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

*Response required

When equals "Yes"

Report Findings*

Were there any audit findings in the most recent report?

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

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

Recent Audit Report*

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

*Response required

When equals "Yes"

Explanation or Other Information*

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

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

*Response required

When equals "No"

No Annual Audit*

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

Please select the option which best fits the reason why.

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

*Response required

When equals "No"

No Annual Audit - Other*

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

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

*Response required

Audited Financial Statements*

Please submit Independently Audited Financial Statements as part of your proposal.

*Response required

W9*

Upload a copy of your current W9 here.

*Response required

Certificate of Liability Insurance*

Please upload a copy of your current certificate of liability insurance.

*Response required

Registration with Mississippi Secretary of State*

Is Offeror registered with the Mississippi Secretary of State in compliance with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi?

☐ Yes

☐ No

*Response required

When equals "Yes"

Certificate of Good Standing*

Please upload a Certificate of Good Standing with the State of Mississippi.

*Response required

E-Verify Registration Documentation *

Vendor must ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008). Vendor must provide documentation of their E-Verify compliance with their RFP response.

*Response required

MAGIC Vendor Number*

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

Guide Instructions are as follows:

- If you ARE registered with the MAGIC eProcurement system and do not know your MAGIC Vendor number, you may contact the MAGIC helpdesk by calling (601) 359-1343 or by emailing mash@dfa.gov for assistance. Webpage [Call Center](#). (Do NOT create a new vendor number)
- If you are NOT registered, please visit the registration page here: [MAGIC eProcurement system](#). If you require assistance, you may access the [Call Center](#) page for both a phone number and email as well as business hours for assistance.

Maximum response length: 10 characters

*Response required

System for Award Management (SAM) Registration Documentation *

Vendor must include a copy of their registration with the federal government's SAM with their RFP response

*Response required

Certification Regarding Lobbying*

Download, sign, and upload the Certification Regarding Lobbying in 45 C.F.R. Part 93, Appendix A, and, if required by that certification, Standard Form LLL. A proposal without a signed certification will be deemed non-responsive.

*Response required

Vendor Signatory Authority*

Vendor Signatory Authority

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

EXAMPLE

Name, Title, Address, Phone Number, Email

*Response required

Work Performed Payment Notice*

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

☐ Please confirm

*Response required

Proposal Bond*

The Vendor must include a proposal bond in the amount of \$7,500.00 with its RFP proposal package. The Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security"), to be held by the Agency, and must be mailed to the agency by the proposal submission deadline and is considered a part of the Vendor's proposal response. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from the Agency, unless an extension is agreed to by the Agency.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the Agency has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, the State will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after the Agency, and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has

been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and the State shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or the State elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

Mail or hand deliver the proposal bond to:

Office of the State Health Officer

Mississippi State Department of Health

570 East Woodrow Wilson Avenue

Osborne Building 4th Floor

Jackson, MS 39215

☐ Please confirm

*Response required

Redacted Version of Proposal

Confidential, Proprietary, and Trade Secret Information; Redacted Proposal Copy

If a Proposer's proposal contains information the Proposer contends is exempt from disclosure under the Mississippi Public Records Act of 1983, Miss. Code Ann. §§ 25-61-1 et seq., including trade secrets or confidential commercial or financial information protected under applicable law, the Proposer shall submit in addition to the branded and unbranded proposal documents:

One complete redacted copy of the proposal, clearly labeled **"REDACTED COPY – PUBLIC RECORDS,"** in searchable PDF format.

The redacted copy must be identical to the unredacted proposal except that information the Proposer in good faith contends is exempt from public disclosure may be redacted. A Proposer should redact only the specific information for which a statutory or other legally recognized exemption is claimed and should not redact information merely because it considers the information sensitive, confidential, or proprietary as a business matter.

The Proposer should also provide a Redaction Index identifying each redaction by proposal section and page number and stating the specific statutory or other legal basis claimed for withholding the information. General assertions that information is "confidential," "proprietary," or "trade secret" are not, by themselves, sufficient to establish an exemption from disclosure.

The redacted copy is provided for public-records administration and other lawful disclosure purposes. Submission of a redacted copy does not constitute a determination by MSDH that the redacted information is exempt from disclosure, and MSDH does not guarantee that information identified or redacted by a Proposer will be withheld. Public-records requests will be handled in accordance with the

Mississippi Public Records Act, including Miss. Code Ann. § 25-61-9, and applicable State and ITS public-records procedures.

When third-party notice is required by law, the affected Proposer will be afforded the notice and opportunity provided by applicable law to seek protection from disclosure. The affected third party is responsible for timely seeking any protective order or other judicial relief necessary to prevent disclosure.

If a Proposer does not submit a redacted copy, MSDH may use the unredacted proposal for processing a public-records request, subject to any exemption, notice, or withholding requirement imposed by law. The State will not disclose information it is legally prohibited from disclosing merely because the Proposer failed to redact it.

The unredacted proposal, not the redacted copy, will be used for proposal evaluation, clarification, negotiations, responsibility determinations, protest review, audit, contract administration, federal-award review, and other governmental purposes for which access is authorized by law.

Disclosure of Proposal Information. Information contained in a proposal may be subject to inspection, copying, or reproduction under the Mississippi Public Records Act. Trade secrets and confidential commercial or financial information furnished by third parties will be handled in accordance with Miss. Code Ann. § 25-61-9 and applicable ITS public-records procedures. A Proposer's designation or redaction of information does not, by itself, determine whether the information is exempt from disclosure.

Public Records*

Statement 1: The proposal contains no information the Vendor claims is exempt from disclosure under the Mississippi Public Records Act.

Statement 2: The proposal contains information the Vendor claims is exempt under Miss. Code Ann. §§ 25-61-9 or 79-23-1; the Vendor has uploaded a redacted copy stating the statutory basis for each redaction and acknowledges that it bears the burden of obtaining a protective order.

☐ Statement 1

☐ Statement 2

*Response required

Section 9 - Vendor Certification

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

Section 10 - Exclusion or Debarment

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

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

Section 11 - Registration with Mississippi Secretary of State

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

Section 12 - Insurance

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

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

Section 13 - Proposal Opening

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

Section 14 - Award Notification

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

Section 15 - Procurement Methodology

Restrictions on Communications with Agency and Agency Staff

At no time shall any vendor or its personnel contact, or attempt to contact, any Agency staff regarding this RFP except the contact person as set forth and in the manner prescribed in RFP Section 3. All vendor communications regarding this RFP must be directed through the Agency portal or to the designated Proposal Coordinator. Unauthorized contact regarding the RFP with other employees of the Agency may result in the vendor being disqualified, and the vendor may also be suspended, disbarred, or removed from consideration for award of contracts with the State of Mississippi for a period of two (2) years.

Vendor Investigations

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

Expenses Incurred in Preparing a Proposal

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

Independent Price Determination

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

Contract Rights

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

Minor Informalities and Irregularities

The MSDH has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being

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

Preservation of Procurement

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

Section 16 - Legal and Contractual Information

A. Acknowledgment Precludes Later Exception

By signing the Submission Cover Sheet, the Vendor is contractually obligated to comply with all items in this RFP, including the Standard Contract if included herein, except those specifically listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the Submission Cover Sheet may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

B. Failure to Respond as Prescribed

Failure to respond as described in this RFP requirements to any item in the sections and exhibits of this RFP, including the Standard Contract attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

C. Contract Documents

MSDH will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between MSDH and the Vendor:

- The Proposal Exception Summary Form as accepted by MSDH;
- Contracts which have been signed by the Vendor and MSDH;
- MSDH' Request for Proposal, including all addenda;
- Official written correspondence from MSDH to the Vendor;
- Vendor questions answered;
- Official written correspondence from the Vendor to MSDH when clarifying the Vendor's proposal; and
- The Vendor's proposal response to the MSDH RFP.

D. Order of Precedence

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both the State and the winning Vendor.

E. Additional Contract Provisions

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

F. Contracting Agent by Law

Mississippi State Department of Health (MSDH) is issuing this RFP through the exemption procedure outlined in the ITS procurement manual and will therefore handle all contract negotiations and execution.

G. Legal Provisions

- The State of Mississippi is self-insured.
- Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- The Vendor shall have no limitation on liability for claims related to the following items:
 - Infringement issues;
 - Bodily injury;
 - Death;
 - Physical damage to tangible personal and/or real property; and/or
- The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.

- The State of Mississippi will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- The State of Mississippi shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

H. Approved Contract

- Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - Written notification made to proposers on State letterhead, or
 - Published notification of intent to award.
- - In the event of a protest, a contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

I. Contract Validity

All contracts are valid only if signed by Dr. Daniel Edney, State Health Officer, as agency signatory or authorized designee.

J. Order of Contract Execution

Vendors will be required to sign contracts and to initial all contract changes before the state signatory or authorized designee signs.

K. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

L. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

M. Time For Negotiations

- All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from the State, unless the State consents to extend the period. It is expected that negotiations are initiated upon notice intent of award. Failure to complete negotiations within the Stated time period constitutes grounds for rejection of the Vendor's response to this RFP. The State may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.
- Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless the State consents to a different period.

N. Prime Contractor

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

O. Sole Point of Contact

The State will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment

will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

P. Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. The State reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

Q. Inclusion of Subcontract Agreements

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

R. References to Vendor to Include Subcontractor

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

S. Outstanding Vendor Obligations

- Any Vendor who presently owes the State of Mississippi money pursuant to any contract must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met if, and only if, there is an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
- Any Vendor who is presently in default on existing contracts for which ITS is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
- The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

T. Equipment Condition

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to State specifications, unless an explicit requirement for used equipment is otherwise specified.

U. Pricing Guarantee

Unless stated to the contrary in the Technical Specifications, pricing must be guaranteed for a minimum of ninety (90) days.

V. Shipping Charges

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

W. Amortization Schedule

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

X. Americans with Disabilities Act Compliance for Web Development and Portal Related Services

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C).

Y. Ownership of Developed Software

- When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
- The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

Z. Ownership of Custom Tailored Software

In installations where the Vendor's intellectual property is modified and custom tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

AA. Terms of Software License

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

AB. The State is Licensee of Record

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

AC. Compliance with Enterprise Security Policy

Any solution or service proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and is established to safeguard the State's information technology (IT) assets from unauthorized

use, access, disclosure, modification, or destruction. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to ensure the solution or service complies with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. Vendors wanting to view the Enterprise Security Policy should contact the State contact listed on the cover page of this RFP.

AD. Compliance with Enterprise Cloud and Offsite Hosting Security Policy

Any cloud or vendor-hosted solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines and augments the Enterprise Security Policy. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to ensure the cloud or vendor-hosted solution complies with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. Vendors wanting to view the Enterprise Cloud and Offsite Hosting Security Policy should contact the staff person listed on the cover page of this RFP.

AE. Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

AF. Risk Factors to be Assessed

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

AG. Proposal Bond

Information contained in Proposal Submission Requirements.

AH. Performance Bond

There is no performance bond/irrevocable bank letter of credit required.

AI. Responsibility for Behavior of Vendor Employees/Subcontractors

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

AJ. Protests

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook upon request by contacting ITS and at: [ITS Procurement Handbook | Mississippi Department of Information Technology Services](#).

AK. Protest Bond

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the ITS Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify the RFP Number.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula.

The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond.

The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the ITS Executive Director.

Section 17 - Agency Website

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

Section 18 - Attachments

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

Section 19 - Cost Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	- Complete the Cost Proposal Template included in the RFP Proposal Submission Section	0	N/A		
TOTAL					

Section 20 - Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Cost $(1 - ((B - A) / A)) * n$ Where: A = Total lifecycle cost of lowest valid proposal B = Total lifecycle cost of proposal being scored n = Maximum number of points allocated to cost for acquisition	Points Based	35 <i>(35% of Total)</i>
2.	Mandatory Requirements	Points Based	10 <i>(10% of Total)</i>
3.	SOW: Staffing Approach and Plan	Points Based	15 <i>(15% of Total)</i>
4.	SOW: Operational Service Requirements	Points Based	10 <i>(10% of Total)</i>
5.	SOW: Technology Services Requirements	Points Based	10 <i>(10% of Total)</i>
6.	SLAs	Points Based	10 <i>(10% of Total)</i>
7.	Deliverables	Points Based	10 <i>(10% of Total)</i>

Section 21 - Contract for Professional Services

**MISSISSIPPI STATE
DEPARTMENT OF HEALTH
CONTRACT FOR STATEWIDE HEALTH INFORMATION EXCHANGE/HEALTH DATA UTILITY**

Please see Attachment Section of the RFP for the draft contract document.

Section 22 - Sample Business Associate Agreement

**MISSISSIPPI STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT**

Please see Attachments Section of the RFP for the sample BAA.

MISSISSIPPI STATE DEPARTMENT OF HEALTH BUSINESS ASSOCIATE AGREEMENT

Please see Attachments Section of the RFP for the sample BAA.