

**MISSISSIPPI STATE
DEPARTMENT OF HEALTH
CONTRACT FOR PROFESSIONAL SERVICES**

1. Parties.

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

2. Period of Performance.

This contract will become effective for the period beginning May 08, 2026, and ending on June 30, 2027, upon the approval and signature of the parties hereto, unless this Agreement is terminated pursuant to applicable termination provisions contained herein. The contract may be renewed at the discretion of MSDH for one-year periods at the same prices, terms, and conditions contained herein, which may be subject to Public Procurement Review Board (PPRB) approval. The cumulative term of this contract shall not exceed the period of five (5) years, to include the initial contract term and any renewal periods.

3. Scope of Services.

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

4. Compensation.

As full and complete compensation for the services satisfactorily provided herein, MSDH shall pay the Contractor in accordance with state law a total amount not to exceed \$123,000.00 for the term of this Agreement. The agency reserves the right to renew the contract for up to three (3) additional one (1) year periods, or contract for up to five (5) years at the sole discretion of the Agency.

5. Billing and Supporting Documentation.

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

Invoices shall be sent to:

Thomas Coker
Mississippi Department of Health,
Pontotoc Co. Health Department
341 Ridge Drive/O Box 1148 Pontotoc , MS 38863

6. Applicable Law.

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

7. Approval.

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

8. Attorney's Fees and Expenses.

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

9. Authority to Contract.

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

10. Availability of Funds.

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

11. Compliance with Equal Opportunity In Employment Policy.

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

12. Compliance with Laws.

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

13. Confidentiality.

MSDH is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983* (the “Act”). Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to MSDH by Contractor, MSDH shall follow the provisions of the Act as well as (where applicable) Mississippi Code Annotated §79-23-1 before disclosing such information. This is unless Contractor

has previously indicated the information requested is not a trade secret or confidential commercial or financial information or otherwise not exempt from the Mississippi Public Records Act. The MSDH shall not be liable to the Contractor for disclosure of information required by court order or required by law.

14. Contract Assignment and Subcontracting.

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

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

15. Contractor Personnel.

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

16. Copyrights.

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

17. Disclosure of Confidential Information Required by Law.

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

18. E-Payment.

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

19. E-Verification.

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

20. Failure to Deliver.

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

21. Failure to Enforce Does Not Constitute Waiver.

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

22. Force Majeure.

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

23. Indemnification.

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

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

24. Independent Contractor Status.

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MSDH. Nothing contained herein shall be deemed or construed by the MSDH, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MSDH and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MSDH or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MSDH and Contractor.

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

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

25. Information Designated by Agency as Confidential.

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

26. Infringement Identification.

Contractor warrants that the materials and deliverables provided to the MSDH under this agreement, and their use by the MSDH, will not infringe or constitute an infringement of any copyright, patent, trademark, or other

proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MSDH the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MSDH the right to use such items, Contractor shall suitably modify them to make them noninfringing or substitute equivalent software or other items at Contractor's expense.

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

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

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

27. Insurance.

The Contractor shall ensure that the professional staff and other decision-making staff shall be required to carry professional liability insurance in an amount of \$1,000,000.00 per occurrence, commensurate with the professional responsibilities and liabilities under the terms of this IFB. commensurate with the professional responsibilities and liabilities under the terms of this Agreement.

The Contractor shall obtain, pay for, and keep in force during the Contract period general liability insurance in the amount of \$1,000,000.00 per occurrence against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this Agreement. The MSDH reserves the right to request from carriers certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

28. Modification or Amendment.

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

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

29. No Limitation of Liability.

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

30. Notices.

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

For MSDH:

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

For the Contractor:

David Furbee
 Vital Records Holding, LLCd
 2020 NW Progress Pkwy
 Jackson, MS 39213

31. Oral Statements.

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

32. Contractor's Representation Regarding Contingent Fees.

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

33. Ownership of Documents and Work Papers.

MSDH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Upon request by MSDH, Contractor shall deliver such documents and work papers to MSDH upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files and shall obtain written permission from MSDH to use such workpapers, subject to any copyright protections.

34. Paymode.

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

35. Procurement Regulations.

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

36. Property Rights.

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

37. Quality Control.

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

38. Representation Regarding Gratuities.

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSDH a gratuity or offer of employment in connection with any approval, disapproval,

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

39. Required Public Records and Transparency.

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

40. Record Retention and Access to Records.

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

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

41. Right to Audit.

Contractor shall maintain such financial records and other records pertaining to this Agreement which do not contain PHI as may be prescribed by MSDH or by applicable federal and state laws, rules, and regulations. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by MSDH, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for

examination, transcription, and audit by MSDH, the Mississippi State Auditor's Office, its designees, or other authorized bodies.

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

42. Requirements Contract.

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

43. Right to Inspect Facility.

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

44. State Property.

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

45. Severability.

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

46. Stop Work Order.

The MSDH may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MSDH. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MSDH. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MSDH has terminated that part of the agreement

or terminated the agreement in its entirety. The MSDH is not liable for payment for services which were not rendered due to the stop work order.

47. Termination.

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

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

48. Debarment and Suspension.

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

Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the contractor's failure to perform, default, or any other action or inaction by the Contractor.

49. Conflict of Interest.

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

Mississippi State Department of Health
Attention: MSDH Legal Department
Post Office Box 1700

Jackson, Mississippi 39215-1700

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

50. Health Insurance Portability and Accountability Act of 1997 (HIPAA).

All activities under this Agreement regarding the exchange of information and data between MSDH and Contractor shall be performed in accordance with any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the Parties and all applicable federal and/or State of Mississippi laws, rules, and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009) and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the services under this Agreement. Each party to this Agreement shall treat all data and information to which it has access under this Agreement as confidential information to the extent that confidential treatment of same is required under federal and State of Mississippi law and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties, and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party, and thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties. The provision herein shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the Parties following termination.

51. Entire Agreement.

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

52. Priority.

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

ATTACHMENT A

SCOPE OF SERVICES

The vendor must provide services for the following locations:

NPR District II Office, Tupelo, MS, Alcorn CHD, Corinth, MS, Itawamba CHD, Fulton, MS, Lafayette CHD, Oxford, MS, Lee CHD, Tupelo, MS, Pontotoc CHD, Pontotoc, MS, Prentiss CHD, Booneville, MS, Tippah CHD, Ripley, MS, Tishomingo CHD, Iuka, MS, Union CHD, New Albany, MS, NPR District I Office, Batesville, MS, Carroll CHD, Carrollton, MS, Desoto CHD, Hernando, MS, Desoto CHD, Olive Branch, MS, Desoto CHD, Southhaven, MS, Grenada CHD, Grenada, MS, Marshall CHD, Holley Springs, MS, Panola CHD, Batesville, MS, Montgomery CHD, Winona, MS, Tate CHD, Senatobia, MS, Yalobusha CHD, Water Valley, MS, NPR District IV office, Starkville, MS, Calhoun CHD, Pittsboro, MS, Chickasaw CHD, Houston, MS, Chickasaw CHD, Okolona, MS, Choctaw CHD, Ackerman, MS, Clay CHD, West Point, MS, Lowndes CHD, Columbus, MS, Monroe CHD, Aberdeen, MS, Monroe CHD, Amory, MS, Noxubee CHD, Macon, Oktibbeha CHD, Starkville, MS, Webster CHD, Eupora, MS, Winston CHD, Louisville, MS and Oktibbeha WIC Clinic, Starkville, MS.

Detailed Specifications

All shredding services must comply with the following specifications and standards:

- A. Compliance with the Health Insurance Portability and Accountability Act (HIPAA)
- B. Compliance with the Federal Information Security Modernization Act (FISMA)
- C. Adherence to the National Association for Information Destruction (NAID) standards for destruction and shredding services
- D. Provision of a secure chain of custody from the point of collection to destruction
- E. All shredding must be performed using shredders that meet a minimum of Level P

Must provide adequate totes to each site.

Description	Pick-ups	Qty of Bins	Unit of Measure	Unit Cost	Total
NPR District II Office, Tupelo, MS	2		'1 95 Gallon Tote	\$50.00	\$100.00
Alcorn CHD, Corinth, MS	2		'1 95 Gallon Tote	\$50.00	\$100.00
Itawamba CHD, Fulton, MS	2		'1 95 Gallon Tote	\$50.00	\$100.00
Lafayette CHD, Oxford, MS	2		'1 95 Gallon Tote	\$50.00	\$100.00

Lee CHD, Tupelo, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Pontotoc CHD, Pontotoc, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Prentiss CHD, Booneville, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Tippah CHD, Ripley, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Tishomingo CHD, Iuka, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Union CHD, New Albany, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
NPR District I Office, Batesville, MS	1	'1	95 Gallon Tote	\$50.00	\$50.00
Carroll CHD, Carrollton, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Desoto CHD, Hernando, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Desoto CHD, Olive Branch, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Desoto CHD, Southhaven, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Grenada CHD, Grenada, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Marshall CHD, Holley Springs, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Panola CHD, Batesville, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Montgomery CHD, Winona, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Tate CHD, Senatobia, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Yalobusha CHD, Water Valley, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
NPR District IV office, Starkville, MS	1	'1	95 Gallon Tote	\$50.00	\$50.00
Calhoun CHD, Pittsboro, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Chickasaw CHD, Houston, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Chickasaw CHD, Okolona, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Choctaw CHD, Ackerman, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Clay CHD, West Point, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Lowndes CHD, Columbus, MS	2	'2	95 Gallon Tote	\$50.00	\$100.00
Monroe CHD, Aberdeen, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Monroe CHD, Amory, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Noxubee CHD, Macon, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00

Oktibbeha CHD, Starkville, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Webster CHD, Eupora, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Winston CHD, Louisville, MS	2	'1	95 Gallon Tote	\$50.00	\$100.00
Oktibbeha WIC Clinic, Starkville, MS	1	'1	95 Gallon Tote	\$50.00	\$50.00
Shredding Fee(Additional Fees)	1	'1	Lump Sum	\$0.00	\$0.00
Total					\$3,350.00

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

Mississippi State Department of Health

CONTRACTOR

SIGNATURE

Daniel Edney, MD, FACP, FASAM

FULL NAME

State Health Officer

TITLE

DATE SIGNED

SIGNATURE

David Furbee

FULL NAME

TITLE

DATE SIGNED