

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
January 18, 2018**

BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 28, 2017, to each and every member of said Board, said date being at least five days prior to this January 18, 2018 meeting. At the above-named place there were present the following members to wit: Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Dr. Douglas Rouse, Mr. C.D. Smith (by phone), and Dr. J. Walt Starr. Mr. Tom Duff and Ms. Christy Pickering were absent. The meeting was called to order by Trustee Shane Hooper, Vice President, with Mr. Marcus Thompson, IHL Chief Administrative Officer, providing the invocation on behalf of Trustee Pickering.

INTRODUCTION OF GUESTS

- Vice President Shane Hooper welcomed the Student Government Association Officers: Patrick Herbert, SGA President at Alcorn State University and Edgar Meyer, SGA President of the University of Mississippi Medical Center.
- Dr. William Bynum, President of Jackson State University, introduced Mr. Howard Merlin, the new Vice President for Business and Finance/Chief Financial Officer at JSU. Dr. Bynum also thanked Dr. Ivory Nelson for serving as the Interim Provost since July. This is Dr. Nelson's last board meeting.

APPROVAL OF THE MINUTES

On motion by Trustee Starr, seconded by Trustee McNair, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on November 16, 2017.

CONSENT AGENDAS

Trustee Perry moved Finance Consent Agenda item #14 to the Finance Regular Agenda for consideration. On motion by Trustee Dye, seconded by Trustee Starr, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas, as amended.

ACADEMIC AFFAIRS

1. **SYSTEM** – Approved the following new academic programs:
 - a. **ASU** – Bachelor of Arts in General Studies (Complete 2 Compete) (CIP 24.0102);
 - b. **JSU** – Professional Interdisciplinary Studies (Complete 2 Compete) (CIP 24.0102);
 - c. **MSU** – Advanced Learning Concentration in General Studies (Complete 2 Compete) (CIP 24.0102);
 - d. **UM** – Bachelor of University Studies (Complete 2 Compete) (CIP 24.0102);

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- e. **USM** – Bachelor of Liberal Studies (Complete 2 Compete) (CIP 24.0102); and
- f. **UMMC** – Bachelor of Science in Health Sciences (Complete 2 Compete) (CIP 24.0102).

FINANCE

2. **UM** – Approved the request to enter into a contract between the University of Mississippi Bursar and Financial Aid Offices and CMD Outsourcing Solutions, Inc. The contractor will assume temporary ownership of an established nationwide toll-free number owned by UM and will provide in-depth technical assistance on financial aid and bursar issues to UM customers. The Agreement shall be in effect from January 19, 2018, through January 18, 2021. This agreement may be extended for up to two successive two-year renewals upon the consent of both parties. If both renewals are agreed upon the contract will expire January 18, 2025. The amount of the agreement is \$400,384 per year for 3 years for a total of \$1,201,152, plus a one-time set-up fee of \$15,000. The estimated volume is 87,870 calls per year and is based on actual call history. This agreement may be extended for up to two successive two-year renewals upon the consent of both parties. The Flat Rate Service Fee for each subsequent contract year will remain the same or less, unless CMD has provided the university with notice of an increase in fees at least one hundred and twenty (120) days prior to the beginning of the next year. Any requested increases must be tied to a nationally recognized index such as the Consumer Price Index or other appropriate measure such as call volume growth, and cannot exceed a maximum of 3% per year. If all renewals are exercised resulting in a seven year contract and maximum price increases were incorporated, the total contract value (including the one-time set-up fee) would be \$2,941,461. The contract will be funded by E&G sources. The agreement, which was reviewed and approved by the IHL Associate Commissioner of Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
3. **UM** – Approved the request to enter into contract between the University of Mississippi Department of Facilities Planning and Commissioning & Green Building Solutions, Inc. to provide building commissioning and test, adjusting, and balancing services for the new STEM building. This agreement is effective beginning on the initial approval date by the University and the IHL Board and ends when the warranty period of the STEM building construction contract ends. The commissioning fees total is \$568,356.96. Should UM determine necessary, there are alternates for documentation or services that may be charged on a per year or per visit basis. Those charges are as follows: Additional Post-Occupancy Services (per year) \$18,711.07; Additional Site Visits (per visit) \$1,638.57; and Owner's Project Requirement Documentation \$10,133.97. The funding source for this contract is Internal R&R funds. The agreement, which was reviewed and approved by the IHL Associate Commissioner of Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
4. **UM** – Approved the request to enter into a contract between the University of Mississippi Office of Information Technology and EPI-USE America, Inc. for external consulting expertise required for the implementation of SAP SuccessFactors cloud-based Human Capital Management (HCM) software. The purpose of this contract is to define mutually agreed upon objectives and responsibilities regarding services to be performed as part of UM's implementation of the software. It includes project deliverables, functional and technical services performed by the vendor, vendor responsibilities and university responsibilities. The contract will become effective upon full execution by both parties and will continue through project acceptance by UM. It is anticipated to be a 31-week project from inception to completion with an estimated completion

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date of September 1, 2018. The contract amount includes 2,824 hours of consulting totaling \$475,295. UM will compensate EPI-USE in six payments for the completion of work as described in Attachment A of the contract. The fee/payment schedule is included in the bound *January 18, 2018 Board Working File*. Additionally, travel and expenses are budgeted at 15% of the total project cost (\$71,294.00). The total contract amount estimated to be paid is \$546,589. This project will be funded through Educational and General funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

5. **UM** – Approved the request to enter into a contract between the University of Mississippi Center for Excellence in Literacy Instruction and Voyager Sopris Learning, Inc. The purpose of this contract is to ensure that university faculty responsible for preparing our next generation of teachers for effective reading instruction fully understand, consistently apply, and can explicitly model the evidence-based reading instructional practices established over 30 years and documented by the National Reading Panel and the Institute of Education Sciences. The initial term or period of the contract is January 22, 2018 through August 31, 2018 with an extension of up to two additional years by written amendment to the agreement. The contract amount is a total of \$419,500 over three years. The total for the initial period is \$176,000. The total for year two is \$213,500. The total for year three is \$30,000. The funding source for the contract is the W.K. Kellogg Foundation Grant. The agreement, which was reviewed and approved by the IHL Associate Commissioner of Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
6. **UMMC** – Approved the request to amend its Master Agreement with Abbott Laboratories Inc. to add supplies needed for Procalcitonin testing on UMMC's Abbott Architect i1000 analyzers. This testing is used as an indicator for sepsis. The term of the amendment will begin February 1, 2018, and end June 30, 2019, coterminous with the existing Master Agreement. The total cost of the amended Master Agreement is \$3,090,289.86. This reflects an increase in the total contract cost of \$236,530.25 in commodity costs for remaining one (1) year and five (5) months of the term of the contract. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
7. **UMMC** – Approved the request to enter into a collection agreement with One Advantage, LLC for the management and collection of bad debt accounts for both hospital and physician services. One Advantage will service patient accounts that meet the criteria for "bad debt" and have been determined uncollectable by standard institutional billing practices. The term of the agreement is five (5) years – March 1, 2018 through February 28, 2023. The total estimated cost of this agreement is \$4,182,407.78. Under the agreement, UMMC will pay a contingency fee of 10.50% of funds collected. A breakdown of costs is included in the bound *January 18, 2018 Board Working File*. The agreement will be funded by hospital patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
8. **UMMC** – Approved the request to enter into an agreement with Central Admixture Pharmacy Services, Inc. for the purchase of solutions to be used during heart surgeries and the request to add and/or remove solutions from the products covered under the agreement without requiring submission to the Board so long as there is adequate funding. The initial term of the agreement is three (3) years and will automatically renew thereafter year to year, up to a total term of five (5)

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years for a term from February 1, 2018 through January 31, 2023. The total estimated cost of the five (5) year agreement is \$1,208,183.37. UMMC has calculated a 20% potential annual volume increase over historical spend beginning in Year 1. UMMC has also calculated a 5% potential annual price increase beginning in Year 2. The current agreement will be funded by hospital patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

9. **UMMC** – Approved Amendment 18 to its current license and support agreement with Epic Systems Corporation to provide the Patient Abstractor license to UMMC's program property. This will allow UMMC to perform clinical data conversions from other legacy clinical systems into its EpicCare Electronic Health Record (EHR) production system. The term of amendment 18 will begin on or about February 1, 2018 and is coterminous with the current Epic License and Support Agreement which remains in effect in perpetuity in regards to the licenses, and it is also coterminous regarding maintenance coverage which ends August 22, 2019. The estimated cost for Amendment 18 is \$8,000. With Amendment 18, the total estimated approved cost for the Epic agreement is now \$67,367,789.01. The amendment cost will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
10. **UMMC** – Approved a Service Request with Epic Systems Corporation to allow Epic to submit UMMC's 2017 electronic Clinical Quality Measures data electronically to The Joint Commission (TJC), UMMC's clinical accrediting body. This allows UMMC to meet the requirements of submitting quality metrics data electronically to TJC by a third-party vendor. The term of the Service Request will begin on or about February 1, 2018 and will expire upon completion of service or upon expiration of the current agreement which is August 22, 2019. The total estimated cost for this Service Request is \$36,000. Including this request, the total estimated cost of the Epic Agreement increases to \$67,403,789.01. The amendment cost will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
11. **UMMC** – Approved the request to enter into a collection agreement with Hollis Cobb Associates, Inc. for the management and collection of bad debt accounts for both hospital and physician services. Hollis Cobb will service patient accounts that meet the criteria for "bad debt" and have been determined uncollectable by standard institutional billing practices. The term of the agreement is five (5) years – March 1, 2018 through February 28, 2023. The total estimated cost of this agreement is \$4,281,988.92. Under the agreement, UMMC will pay a contingency fee of 10.75% of funds collected. A breakdown of costs is included in the bound *January 18, 2018 Board Working File*. The agreement will be funded by hospital patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
12. **UMMC** – Approved the request to enter into a Commissioning Agreement with Smith Seckman Reid, Inc. d/b/a SSRcx for the provision of building commissioning services for the Children's of Mississippi Expansion Project. SSRcx will review project drawings and inspect installation of mechanical, electrical, plumbing (MEP), and building envelope systems to ensure that those systems are installed and functioning according to project drawings and specifications. The term of the agreement is four (4) years, beginning January 25, 2018, and expiring January 31, 2022. The total cost for the four (4) year agreement shall not exceed \$581,963.00. All fees include travel. A breakdown of costs is included in the bound *January 18, 2018 Board Working File*. This

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agreement will be funded by long-term and intermediate term fixed bond rates, state appropriations, patient revenues, and development funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

13. **UMMC** – Approved the request to enter into an amendment with nThrive Revenue Systems, LLC f/k/a MedAssets Net Revenue Systems, LLC to update the contracting party and add the embedded claims conversion services to the existing statement of work (SOW). The Board also approved the request to pay for conversion services in advance pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The embedded claims conversion will allow UMMC to integrate the claims management system with Epic. The integration enables both systems to communicate allowing for automated acceptance and work que routing for claims. The term of the amendment will begin on or about February 1, 2018 and end August 31, 2020, which is coterminous with the existing SOW. The estimated cost of the amendment is \$20,000. The total cost of the amended agreement will be \$3,152,872.80. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
14. **UMMC** – Request approval to enter into a Lease Agreement with Winston County Medical Foundation for approximately 3,085 square feet of clinical space located at 17280 East Main Street, Louisville, MS, for UMMC's Department of Dermatology. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the university also requested approval to prepay rent on the first day of each month. This rural clinic will allow UMMC to further populate the state with dermatology providers – especially given the medically underserved populations in rural Mississippi. The term of the Lease Agreement is sixty (60) months with a single five (5) year automatic renewal term. UMMC expects the commencement date of the Lease Agreement to be on or about September 1, 2018, which would cause the expiration date to be August 31, 2028. The total cost over the ten (10) year term of the Lease Agreement is \$726,267.62. Beginning in Year 2, UMMC has included an annual price increase of two percent (2%). The agreement will be funded by patient revenue. The agreement which was reviewed and approved by the Attorney General's Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
15. **USM** – Approved the request to amend the lease with Oxiteno USA LLC., a Texas limited liability company with a registered address at 9801 Bay Area Blvd., Pasadena, TX 77507 (Tenant). Tenant wishes to increase their space by approximately 661 square feet at USM's Accelerator building for additional rent in the amount of \$15,500 annually. The term of the original Lease was for two years commencing December 1, 2016, and expiring December 1, 2018, with three 1-year renewal options. This Amendment does not revise the term of the original Lease. The total increased contract amount for Amendment One, including options, is \$62,000. This increase brings the total rent for the transition period, initial term and renewals to \$375,750. The Accelerator building was constructed with federal grant funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
16. **USM** – Approved the request to enter into a lease agreement with the University of Southern Mississippi Alumni Association (Association/Lessee). The premises involve approximately 7,500 square feet of land known as Spirit Park located at Ray Guy Way, Hattiesburg, MS 39406. During the term of the Lease, the Association will construct an Event Venue of approximately 3,750 square feet in accordance with plans and specifications as approved by USM. The purpose of the

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Lease Agreement is to provide the Association the right to utilize the premises as needed and agreed upon by the parties, including the right to construct an event venue including a stage, gathering area, restrooms and storage area. All construction of the facilities by the Association shall be in accordance with plans and specifications as approved by USM. The term of the Lease shall commence subsequent to IHL Board approval and full execution of the Lease and shall expire on June 30, 2019 or thirty days subsequent to the completion and acceptance of the completed facilities, unless sooner terminated under the terms of Article XV of the contract. The contract amount shall be \$1.00 cash in hand. This lease is being funded with private funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

17. **UMMC – Exhibit 1** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of the CoverMe application for UMMC. This application will allow UMMC to screen self-pay patients for financial assistance, charitable or other assistance programs, such as Presumptive Medicaid eligibility. The Attorney General's staff assigned to the MS-ITS reviewed this agreement prior to execution. The Software Subscription Agreement is between AutoGov and MS-ITS behalf of UMMC. **(See Exhibit 1.)**
18. **UMMC – Exhibit 2** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of patient statement printing and skip tracing services for UMMC. The Attorney General's staff assigned to the MS-ITS reviewed this agreement prior to execution. The Professional Services Agreement is between nThrive, Inc. and MS-ITS behalf of UMMC. **(See Exhibit 2.)**
19. **UMMC – Exhibit 3** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board of Technology Services Change Order Number 1 to the 2016 Lease Agreement with Toshiba America Business Solutions, Inc. to add additional printers for UP Belhaven and the Ripley Blackwell Head Start. The Attorney General's staff assigned to the MS-ITS reviewed this Change Order prior to its execution. The Change Order and existing Lease Agreement are between Toshiba and MS-ITS behalf of UMMC. **(See Exhibit 3.)**
20. **UMMC – Exhibit 4** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of services for UMMC. Under the agreement, Sierra-Cedar, Inc. will provide implementation services related to the Workday Enterprise Resource Planning (ERP) system. The Attorney General's staff assigned to the MS-ITS reviewed this agreement prior to execution. The Services Agreement is between Sierra-Cedar, Inc. and MS-ITS behalf of UMMC. **(See Exhibit 4.)**
21. **UMMC – Exhibit 5** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of the Enterprise Resource Planning (ERP) system for UMMC. This system will manage employee, financial, supply chain, student financial, and student administration solutions at UMMC. The Attorney General's staff assigned to the MS-ITS reviewed this agreement prior to execution. The Master Subscription Agreement is between Workday, Inc. and MS-ITS behalf of UMMC. **(See Exhibit 5.)**
22. **MVSU – Exhibit 6** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the continuation of Technical Currency Services for MVSU. The Attorney General's staff assigned to the MS-ITS reviewed the supplement prior to execution. The Supplement to the Master Software License and Service Agreement is between Ellucian and MS-ITS behalf of MVSU. **(See Exhibit 6.)**

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REAL ESTATE

23. **USM** – Approved the initiation of **GS 108-285, Cook Library Renovation**, and the appointment of Wier Boerner Allin Architecture as the design professional. This project will renovate the first and second floor of the Cook Library to provide for an Academic Enhancement Center. The project will include new offices, computer labs, one-on-one tutoring space, academic advising space, student support services and career advising space. In addition, upgrades will be made to the fire sprinkler system, mechanical and electrical systems, as well as pertinent code upgrades. The proposed project budget is \$1,580,480.14. Funds are available from SB 2906, Laws of 2015 (\$521,844.92) – Transferred from Bolton Hall 108-283; and HB 787, Laws of 2014 (\$1,058,635.22) – Transferred from Bolton Hall 108-283.
24. **USM** – Approved the initiation of **IHL 208-336, McCain Library Envelope Repairs**, and appointment of Shafer-Zahner-Zahner, PLLC as the design professional. This project is in the pre-planning stage. The university will stop at the Design Development phase until funding is fully secured for construction. The anticipated project budget for the project will be approximately \$2,000,000. The university plans to seek the remaining funding for this project during the 2018 Legislative Bond Request as priority. The project will include but is not limited to the following: replacement of building envelope systems at the basement and plaza levels, replacement of all exterior joint sealants, replacement of the balusters on the ADA ramp, addition of a French drainage system to the basement level, repair of interior damages at the basement level, etc. The proposed project budget (design fees only) is \$50,000. Funds are available from Physical Plant Funds (\$50,000).
25. **ASU** – Approved the request to increase the budget for **IHL 201-252, Morris-Boykin Renovation**, from \$1,777,500.35 to \$2,660,872.50, for an increase of \$883,372.15. This is the first budget escalation request made for this project by the university. The project will provide an interior renovation and roof replacement project on the Morris-Boykin building that houses part of the School of Agriculture and Applied Sciences. The project includes renovation of classrooms, meeting rooms, labs, office spaces, student study areas, and ADA parking improvements. Funds are available from NIFA (National Institute of Food and Agriculture) Federal Funds – US Department of Agriculture (\$2,660,872.50).
26. **ASU** – Approved the request to increase the budget for **IHL 201-255, Water Treatment Facility Improvement**, from \$3,311,592 to \$3,840,092, for an increase of \$528,500. The Board also approved the request to change the project from an IHL project (IHL 201-255) to a Bureau of Building project (GS 101-306). The funding source will change to state appropriated funds and discretionary funds. This is the first budget escalation request made for this project by the university. The project will allow for the design and construction of a new reverse osmosis water treatment system for the Lorman campus. The university will remove and replace the non-functioning cation exchange water system. The project will also include repairing and/or replacing any infrastructure damaged by the acid deterioration in the facility, as well as the construction of the necessary infrastructure for handling all discharged wastewater from the treatment facility. The project will add any technical control systems required to operate the water treatment plan as well. Funds are available from Summer of 2016 BOB Discretionary Funds (\$28,500); Fall of 2016 BOB Discretionary Funds (\$500,000); and SB 3015, Laws of 2017 (\$3,311,592).
27. **USM** – Approved the request to grant a temporary construction easement to the City of Hattiesburg for property running along and near 31st Avenue in the City of Hattiesburg, Forrest County, Mississippi. The easement will allow the City of Hattiesburg to install and construct a new road

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over and across the parcels of real property. The property description is included in the bound *January 18, 2018 Board Working File*. The Grantee, the City of Hattiesburg, Mississippi, is given the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way above described of such trees and shrubs as may be necessary for the full enjoyment of the rights herein granted. The Grantee shall be responsible for any damage to Grantor's property or that of third party's resulting from the exercise of any of the rights granted in the easement. Grantee shall promptly repair and restore to its original condition any of Grantor's property that may be altered, damaged, or destroyed in connection with the easement. This temporary construction easement will revert back to the Grantor upon completion of construction. The Attorney General's Office has reviewed and approved this item.

28. **IHL** – Approved the request to grant a thirty-foot wide permanent right-of-way easement to Entergy Mississippi, Inc. running from Eastover Drive through the ERC campus. The easement will allow Entergy to locate, construct, reconstruct, improve, repair, operate, inspect, patrol, replace, and maintain the electric and communication facilities, or the removal thereof, now or in the future, including but not necessarily limited to poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors, and other equipment, structures, material, and appurtenances, now or hereafter used, useful, or desired in connection therewith by Grantee (Entergy), over, across, under or on the land of Grantor (IHL) in the County of Hinds, Mississippi. The parcel of land is described as lying and being situated in the NE ¼ of the NE ¼ of Section 25, Township 6 North, Range 1 East, Hinds County, Mississippi. The Grantee, Entergy Mississippi, Inc., is given the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor (IHL) and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of the said right-of-way. Unless otherwise specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way. Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right-of-way which Grantee considers a hazard to any of its electric power or communication facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry. Grantor shall not construct or permit the construction of any structure, obstruction, or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool, or well, excepting only Grantor's fences and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code. The IHL Associate Commissioner for Legal Affairs has reviewed and approved this item.

LEGAL

29. **MSU** – Approved the request to modify a contract with JONES WALKER LLP, to perform services necessary in assisting and advising the University on legal issues concerning review of strategic financing options, tax exempt bond arbitrage, rebate compliance, the use of bond financed building, and other matters relating to bond issues. This contract originated February 18, 2015, renewed by Modifications #1 and #2, extending the term for one (1) year at each renewal, with

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Modification 2 extending through February 17, 2018. Modification #3 will extend the term for one (1) year, or through February 17, 2019. The total amount payable during the extension period shall not exceed \$50,000. All other provisions of the Contractual Agreement for Legal Services dated February 18, 2015 shall remain in effect. This Modification has been approved by the Office of Attorney General.

30. **UMMC** – Pending approval from the Attorney General, the Board approved the request to modify a contract with Watkins & Eager, PLLC, which is currently providing legal services related to real estate matters. The purpose of this amendment is to add assistance and advice on employment related matters to the scope of services and to approve the addition of attorney Walter J. Bland to assist with these employment related matters. All other terms of the contract remain the same including the hourly rate of \$165 with a maximum amount payable under the contract of \$350,000.

PERSONNEL REPORT

31. **EMPLOYMENT**

Jackson State University

- Howard Merlin; Vice President for Business and Finance/CFO; salary \$185,000; per annum, pro rata; E&G Funds; effective January 1, 2018

Mississippi State University

- Julie L. Jessop; *hired with tenure*; Professor, Associate Director, and Endowed Chair, Swalm School of Chemical Engineering; salary \$162,000 per annum, pro rata; E & G Funds 91.79% and Designated Funds 8.21%; 12 month; effective July 1, 2018

Mississippi University for Women

- Kathy Shapley; *hired with tenure*; Professor and Chair of the Department of Speech-Language Pathology, College of Nursing and Health Sciences; salary \$100,000 per annum, pro rata; 12 month contract; E&G Funds; effective July 1, 2018

University of Mississippi Medical Center

- Javed Butler; *hired with tenure*; Professor and Chair of Medicine, School of Medicine; salary \$90,000 per annum, pro rata; E&G Funds; 12 month contract; effective January 16, 2018
- Timothy Allen; *hired with tenure*; Professor and Chair of Pathology, School of Medicine, salary \$90,000 per annum, pro rata; E&G Funds; 12 month contract; effective January 2, 2018

32. **CHANGE OF STATUS**

Jackson State University

- Ivory Nelson; Interim Provost and Vice President for Academic Affairs, salary \$45,000; E&G Funds; 4 months; effective July 11, 2017 – November 30, 2017; contract extension to January 31, 2018 with additional salary \$20,000; E&G Funds
- Steven Smith; Interim Vice President for Enrollment Management, salary \$24,900; E&G Funds; 3 months; effective September 5, 2017 – November 30, 2017; contract extension to April 30, 2018 with additional salary of \$54,890; E&G Funds

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- Marvel Turner; Interim Vice President Business and Finance – Chief Financial Officer; salary \$185,000; per annum, pro rata; E&G Funds; termination effective December 31, 2017

33. **TENURE**

University of Mississippi Medical Center

- Shou Tang; Professor of Medicine, School of Medicine; effective November 27, 2017

34. **SABBATICAL**

University of Mississippi

Corrections

Approved February 6, 2017: Dr. Vivian Ibrahim; Croft Associate Professor of History and International Studies; *from* salary of \$75,196 per annum, pro rata; E&G Funds; *to* salary of \$37,598 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018 and August 17, 2018 (or beginning of contract date) to December 31, 2018; professional development.

CORRECTED: Dr. Vivian Ibrahim; Croft Associate Professor of History and International Studies; *from* salary of \$75,196 per annum, pro rata; E&G Funds; *to* salary of \$37,598 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.

Approved February 6, 2017: Dr. Arunachalam M. Rajendran; Professor of Mechanical Engineering; *from* salary of \$227,795 per annum, pro rata; E&G Funds; *to* salary of \$85,423 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.

CORRECTED: Dr. Arunachalam M. Rajendran; Professor of Mechanical Engineering; *from* salary of \$227,795 per annum, pro rata; E&G Funds; *to* salary of \$85,423 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; August 17, 2018 (or beginning of contract date) to December 31, 2018; professional development.

ACADEMIC AFFAIRS

Presented by Trustee Ford Dye

On motion by Trustee Rouse, seconded by Trustee McNair, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda. On motion by Trustee Dye, seconded by Trustee Lamar, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #2.

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1. **SYSTEM** – Approved for first reading the proposed amendments to Board Policy 517 Teacher and Administrator Preparation Programs. Revisions to the policy are based on changes made by the Mississippi Department of Education to the name of the teacher and administrator preparation program and the educator program-specific accreditation organization and the change in nomenclature for these programs.

517 ~~TEACHER AND ADMINISTRATOR~~ EDUCATOR PREPARATION PROGRAMS

All ~~teacher and administrator~~ educator preparation programs shall be appropriately accredited by the ~~National Council for Accreditation of Teacher Education (NCATE) or the Teacher Education Accreditation Council (TEAC)~~ national accrediting body approved by the Mississippi Department of Education and meet all Mississippi Department of Education standards so program graduates may receive appropriate licensure from the Mississippi Department of Education.

2. **SYSTEM** – Approved for first reading the proposed amendments to Board Policy 608 Intermediate Courses. Revisions are based on changes to State Board of Education policy approved in April 2017. SREB Math and Literacy Ready courses are now available to students who earn less than a 15 on the corresponding ACT sub-score. The State Board of Education has changed the name of the SREB courses for students with a minimum ACT sub-score of 15 to Essentials for College Math and Essentials for College Literacy. Additional revisions align board policy with current strategies to reduce time-to-degree and promote student success. (See Exhibit 7.)

FINANCE AGENDA

Presented by Trustee Alan Perry

Trustee Perry tabled item #1 for further consideration. Trustees Perry and Morgan recused themselves from voting on item #2 by leaving the room before there was any discussion or vote regarding the same. After Trustees Perry and Morgan left the room, on motion by Trustee McNair, seconded by Trustee Starr, with Trustees Duff, Morgan, Perry, and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #2 as submitted on the Finance Agenda. On motion by Trustee McNair, seconded by Trustee Rouse, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #3. On motion by Trustee Dye, seconded by Trustee Perry, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #4. On motion by Trustee Perry, seconded by Trustee McNair, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #5.

1. **SYSTEM** – Request for approval of new Board Policy 714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise for first reading. (See Exhibit 8.)
2. **MSU** – Approved the request to amend a lease agreement with the BF Smith Foundation on behalf of MAFES to allow for alterations to buildings on the leased premises. MSU will soon be receiving a grant from the U.S. Department of Agriculture to establish the Delta Water Center. A portion of the grant funds are dedicated to making alterations to buildings on the leased premises that will house USDA-ARS and MSU scientists associated with the new Delta Water Center. The duration

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of the lease agreement is for 10 years. MSU will pay no additional rent as a result of the amendment. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

3. **MUW** – Approved the request to enter into a contract with Barnes & Noble College Booksellers, LLC to continue to operate and provide services for the University Bookstore. The purpose of this agreement is to extend the business relationship for an additional five years, starting April 1, 2018. Language has been added to the prior contract to allow an exception to the exclusivity clause by authorizing the Mississippi University for Women Foundation to sell designated team issue items. The contract is for five (5) years from April 1, 2018 through March 31, 2023. The projected revenue for the five-year contract is \$826,263. A breakdown is included in the bound *January 18, 2018 Board Working File*. The agreement, which was reviewed and approved by the IHL Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
4. **USM** – Pursuant to requirements of Department of Defense Regulations, the Board approved a Resolution that 1) requires that certain present and future USM officers both meet the requirements for eligibility for access to classified information and be processed for Personnel Security Clearance; and, 2) permits formal exclusion of members of the IHL Board and Commissioner from both access to classified information disclosed to USM and from processing for Personnel Security Clearance. With the approval of the proposed Resolution, USM will be able to obtain its Facility Security Clearance through the National Industrial Security Program (NISP) which makes the university eligible for contracts from the Department of Defense, Department of Homeland Security, Nuclear Regulatory Commission, NASA, and other agencies under NISP. A copy of the resolution is available in the bound *January 18, 2018 Board Working File*. The Resolution was reviewed by the Attorney General's Office and recommended for consideration by the Board.
5. **UMMC** – Approved the request to enter into a Lease Agreement with Winston County Medical Foundation for approximately 3,085 square feet of clinical space located at 17280 East Main Street, Louisville, MS, for UMMC's Department of Dermatology. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the prepayment of rent on the first day of each month. This rural clinic will allow UMMC to further populate the state with dermatology providers – especially given the medically underserved populations in rural Mississippi. The term of the Lease Agreement is sixty (60) months with a single five (5) year automatic renewal term. UMMC expects the commencement date of the Lease Agreement to be on or about September 1, 2018, which would cause the expiration date to be August 31, 2028. The total cost over the ten (10) year term of the Lease Agreement is \$726,267.62. Beginning in Year 2, UMMC has included an annual price increase of two percent (2%). The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**

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INFORMATION AGENDA

Presented by Commissioner Glenn F. Boyce

REAL ESTATE

1. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the November 16, 2017 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 9.)

LEGAL

2. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 10.)
3. **USM** – Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved the University of Southern Mississippi’s emergency request to contract with the law firm of Roedel Parsons to defend the University in litigation filed against it in the State of Louisiana. The hourly rate will be \$250 for shareholders, \$175 for associates, and \$75 for paralegal services, with a maximum amount payable under the contract of \$50,000.

ADMINISTRATION/POLICY

4. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
 - a. **ASU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On November 29, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement with Wilcox Energy Company for the classroom and office space located at 300 Franklin Street, Natchez, MS, for use by ASU to house the ASU Business Incubator. The term of the agreement is one year beginning December 1, 2017 at a cost of \$3,166 per month. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
 - b. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 1, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement between MSU (lessee) and The Bulldog Club (lessor) for property described in Exhibit A for the purpose of the construction of the Left Field Lofts adjacent to Polk-Dement Stadium. The term of the lease is 18 months during which time lessor will make improvements through construction on the premises at no cost or other expense to lessor with an end result that all improvements will be owned “free and clear” by lessor on the date this lease terminates. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

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- c. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 11, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement Addendum #3 with Houndstooth Commercial Properties, LLC for 2400 square feet of building space for use by the OSHA Consultation employees of MSU Industrial Health and Safety. The agreement was originally approved January 2013 and has been twice before amended and extended. The current amendment extends the term of the agreement through January 31, 2019, with no change to the monthly cost of \$2900 per month to be paid monthly in advance. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- d. **MVSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On November 20, 2017, Commissioner Glenn F. Boyce approved the Motor Vehicle License to Use Agreement with Toyota Motor Sales, U.S.A., Inc. for the use of a Toyota Prius vehicle by the MVSU Athletic Department as part of a partnership between the SWAC and Toyota. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- e. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On November 10, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement with Pitney Bowes, Inc. for the rental of a postage meter at the Children’s of Mississippi Hattiesburg Clinic. The term of the Lease is 60 months beginning on or about November 15, 2017, at a cost as set out in Exhibit A of the Lease Agreement and total estimate break down in the corresponding agenda request. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- f. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On November 10, 2017, Commissioner Glenn F. Boyce approved the First Amendment to the Lease Agreement with Taylor Holdings, Inc. for the lease of approximately 2,475 square feet of temporary clinic space located at 313 North Court Avenue, Louisville, Winston County, MS for use by the UMMC Department of Dermatology. The initial term for the lease was for one year beginning March 1, 2017 at a cost of \$2,500 per month. This amendment is for the purpose of extending the term of

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the lease for eleven months through January 2019 and to amend the termination for convenience provision in paragraph 8. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

- g. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 13, 2017, Commissioner Glenn F. Boyce approved the Public Trust Tidelands Lease with the State of Mississippi for .14 acres of submerged lands and tidelands located within the region of USM’s Cedar Point campus for the construction of floating kayak launches adjacent to the Cedar Point campus property. The term of the lease is forty years beginning October 1, 2017 at no cost to the University. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- h. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 18, 2017, Commissioner Glenn F. Boyce approved the Public Trust Tidelands Lease with the State of Mississippi for 1.47 acres of submerged lands and tidelands located within the region of USM’s Cedar Point campus for the construction of floating kayak launches adjacent to the Cedar Point campus property. The term of the lease is forty years beginning October 1, 2017 at no cost to the University. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- i. **SYSTEM** – On December 6, 2017, Commissioner Glenn F. Boyce reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning July 1, 2017 and ending September 30, 2017. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.
- j. **SYSTEM** – In accordance with Board Policy 703.04 Institutional Scholarships, Tuition Waivers and Fellowships Subsection F Policy Guidelines, each institution is required to submit an annual summary of actual expended E&G Scholarships, Fellowships and Tuition Waivers for the past fiscal year. Included in this presentation would be a summary of the actual E&G student aid expenditures by financial aid category as well as the number of category award recipients. On December 6, 2017, Commissioner Glenn F. Boyce reviewed and approved the FY 2017 presentation. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration for review.

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**HEALTH AFFAIRS
COMMITTEE REPORT**

Wednesday, January 17, 2018

The meeting was called to order by Chairman Ford Dye at approximately 4:20 p.m. The following items were discussed. **In accordance with Miss. Code Ann., §25-41-1, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The teleconference meeting was held to discuss University of Mississippi Medical Center projects and priorities.**

1. The Committee discussed the contract with Workday, Inc. **No action was taken.**
2. Executive Session

On motion by Trustee Hooper, seconded by Trustee Starr, with Trustees Duff, Pickering and Smith absent and not voting and Trustee Rouse participating by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Starr, with Trustees Duff, Pickering and Smith absent and not voting and Trustee Rouse participating by phone, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of 3 sets of strategic business plans related to a public hospital.

During Executive Session, the following matters were discussed:

The Committee discussed the first set of strategic business plans related to a public hospital. **No action was taken.**

The Committee discussed the second set of strategic business plans related to a public hospital. **No action was taken.**

The Committee discussed the third set of strategic business plans related to a public hospital. **No action was taken.**

On motion by Trustee Starr, seconded by Trustee Parker, with Trustees Duff, Pickering and Smith absent and not voting and Trustee Rouse participating by phone, all trustees legally present and participating voted unanimously to return to open session.

3. On motion by Trustee Lamar, seconded by Trustee Rouse, with Trustees Duff, Pickering and Smith absent and not voting and Trustee Rouse participating by phone, all Trustees legally present and participating voted unanimously to adjourn at approximately 5:50 p.m.

The following Committee members were present for the first half of the meeting: Dr. Ford Dye (Chair), Mr. Shane Hooper, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Dr. Doug Rouse (by phone), and Dr. Walt Starr. Mr. Tom Duff, Ms. Christy Pickering, and Mr. C. D. Smith were absent.

ANNOUNCEMENTS

- Vice President Shane Hooper announced that the next scheduled Board meeting will be February 15, 2018 at the IHL Board Office.
- Vice President Hooper invited the university presidents to report on current activities on their campuses.

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EXECUTIVE SESSION

On motion by Trustee Dye, seconded by Trustee Perry, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Parker, with Trustees Duff, Pickering, and Smith absent and not voting, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at a state university.

During Executive Session, the following matter was discussed:

The Board discussed a personnel matter at a state university. **No action was taken.**

On motion by Trustee Lamar, seconded by Trustee Perry, with Trustees Duff, Pickering, and Smith absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Perry, seconded by Trustee Lamar, with Trustees Duff, Pickering, and Smith absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.



President, Board of Trustees of State Institutions of Higher Learning



Commissioner, Board of Trustees of State Institutions of Higher Learning

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EXHIBITS

- Exhibit 1 Approval of MS-ITS of agreement between the University of Mississippi Medical Center and AutoGov.
- Exhibit 2 Approval of MS-ITS of agreement between the University of Mississippi Medical Center and nThrive, Inc.
- Exhibit 3 Approval of MS-ITS of Services Change Order Number 1 to lease agreement between the University of Mississippi Medical Center and Toshiba Business Solutions, Inc.
- Exhibit 4 Approval of MS-ITS of agreement between the University of Mississippi Medical Center and Sierra-Cedar, Inc.
- Exhibit 5 Approval of MS-ITS of agreement between the University of Mississippi Medical Center and Workday, Inc.
- Exhibit 6 Approval of MS-ITS of agreement between Mississippi Valley State University and Ellucian Company L.P.
- Exhibit 7 Proposed amendments to Board Policy 608 Intermediate Courses for first reading.
- Exhibit 8 Proposed new Board Policy 714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise for first reading.
- Exhibit 9 Real Estate items that were approved by the IHL Board staff subsequent to the November 16, 2017 Board meeting.
- Exhibit 10 Report of the payment of legal fees to outside counsel.

EXHIBIT 1

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**PROJECT NUMBER 43332
SOFTWARE AS A SERVICE AGREEMENT
BETWEEN
AUTOGOV
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

This Software as a Service Agreement (hereinafter referred to as "Agreement") is entered into by and between, AutoGov, a Texas corporation having its principal place of business at One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244 (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Licensee" and/or "UMMC"). ITS and UMMC are sometimes collectively referred to herein as "State."

WHEREAS, the sole source laws in Mississippi changed during the 2015 Legislative Session; and

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4024 in an attempt to certify the sole source status of this procurement; and

WHEREAS, there being no objections to the sole source status being filed by any person or entity and the parties thereby determining this is indeed a sole source project;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Active User" means UMMC, its employees, and any third party consultants or outsourcers engaged by UMMC actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

1.2 "Application(s)" or "SaaS Application(s)" means those Licensor software application programs which are made accessible for UMMC to use under the terms of this Agreement.

1.3 "Available Date" means the date upon which Licensor notifies UMMC that the Applications may be accessed on the Licensor's SaaS server and UMMC may begin acceptance testing.

1.4 "Cloud Services" or "SaaS Services" means those services related to Licensor's private cloud environment provided to UMMC, including but not limited to, infrastructure, equipment, bandwidth, server monitoring, backup services, disaster recovery services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto.

EXHIBIT 1

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1.5 “Content” means any content UMMC or Active Users post or otherwise input into the Services.

1.6 “Documentation” means the user and technical manuals and documentation published by Licensor relating to the use of the Services or Applications; the help files included within the Applications, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Applications.

1.7 “Initial Term” means the three (3) year term of Services as indicated in Article 2.

1.8 “Licensee” means the University of Mississippi Medical Center, its employees, and any third party consultants or outsourcers engaged by UMMC who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.9 “Licensor” means AutoGov, and its successors and assigns.

1.10 “Personally Identifiable Information (“PII”) means information concerning individually identifiable Active Users that is protected against disclosure under applicable law or regulation.

1.11 “Services” means any Cloud Services, on-line user access, customizations, interface development, consulting, education, SaaS installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

1.12 “Supported Interfaces” means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Applications as described in the Documentation.

ARTICLE 2 PERIOD OF PERFORMANCE

2.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect for three (3) years thereafter (“Initial Term”). At the end of the Initial Term, the Agreement may, upon the written agreement of the parties, be renewed under the same terms and conditions for an additional term, the length of which will be agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Licensor shall notify UMMC and ITS of the impending expiration and UMMC shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the Agreement.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by UMMC following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 3 SCOPE OF SERVICES

3.1 The Licensor agrees to provide to UMMC a SaaS based CoverMe Software subscription and associated deliverables as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled “Entire Agreement”, a summary of such work is outlined in Article 3.2 below.

3.2 Licensor shall be responsible for the following:

EXHIBIT 1

January 18, 2018

- A. Ensuring that all deliverables are complete and accepted by UMMC pursuant to a mutually agreed upon project work plan;
- B. Tracking date sensitive items to ensure timely updates;
- C. Acknowledging that the Content is and shall remain the sole and exclusive property of UMMC. Further, Licensor acknowledges that the Content may contain protected health information ("PHI") or PII and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the SaaS Services or to comply with applicable laws. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to UMMC pursuant to a mutually agreed upon release schedule and in a format acceptable to UMMC;
- D. Working with UMMC to achieve access rates that meet UMMC's needs;
- E. Providing security for the site that is agreeable to UMMC with Licensor responsible for all necessary equipment and software related to security;
- F. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- G. Completing daily backups of the site;
- H. Notifying UMMC at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
- I. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense;
- J. Participating with UMMC in disaster recovery planning and testing based on a mutually agreed upon schedule;
- K. Maintaining the confidentiality of the information entered;
- L. Providing UMMC access to all of the technical information concerning operation of the CoverMe Software subscription, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- M. Identifying any commercially available software, by vendor and version number, integrated into the Applications and describing the particular functionality of any software that is proprietary to the Licensor;
- N. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial three (3) year period not increasing annually beyond three percent (3%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- O. Providing 24x7x365 support of the site;
- P. Providing redundant internet connections;
- Q. Providing Transport Layer Security ("TLS") secure server support;
- R. Maintaining sufficient bandwidth and server capacity to meet UMMC's and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and;
- S. Ensuring that all Licensee data remains within the continental United States;
- T. Partitioning Licensee's data from other customer data so Licensee's access is not impaired due to e-discovery, seizure, or the like, and
- U. Ensuring that upon termination or expiration of this Agreement that transition from the Licensor to UMMC or to a successor host will be accomplished at no expense to UMMC.

EXHIBIT 1

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3.3 In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide UMMC thirty (30) days written notification of such revision or upgrade, and shall, upon request of UMMC, furnish such revision or upgrade to UMMC free of charge as part of the SaaS fees.

ARTICLE 4 SCOPE OF LICENSE AND RIGHT TO USE

4.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Applications over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the Initial Term of the Agreement and any subsequent renewal terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Applications and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any enhancements or additional software products Licensee may procure from Licensor.

4.2 Licensor will provide Licensee storage space on and access to Licensor's Applications via the Internet and provide Internet access to the Applications and Cloud Services to the Active Users through Licensor's site ("SaaS Services").

4.3 In connection with the SaaS Services, Licensor will provide and maintain all Applications and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Services.

4.4 The Applications and Services will be accessible at least ninety-nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the SaaS Services due to causes beyond the control of Licensor. In the event that UMMC or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse UMMC twenty-five percent (25%) of the monthly SaaS hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

4.5 Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor's Services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

4.6 The use of the Services by Active Users will be governed solely by the terms and conditions of this Agreement.

4.7 UMMC acknowledges that Licensor retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with UMMC, UMMC shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. UMMC agrees

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to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by UMMC through the Services.

ARTICLE 5 ACCEPTANCE

5.1 Licensor shall make the Applications and Documentation available through its Services pursuant to the delivery schedule mutually agreed to by the parties.

5.2 UMMC shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Applications and Services to confirm that they perform without any defects and perform in accordance with the requirements of this Agreement. UMMC shall immediately thereafter notify Licensor of any defects in the Applications or Services which must be corrected. Thereafter, unless both parties agree to extend this period, Licensor shall have ten (10) business days in which to repair the Service or repair or replace the defective Applications, all at Licensor's expense, and UMMC shall have an additional thirty (30) calendar days to evaluate the Applications and Services. In the event Licensor is unable to repair the defect within this ten (10) day period, UMMC may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT

6.1 The total compensation to be paid to the Licensor by UMMC for all Applications, development, maintenance and SaaS Services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of \$882,000.00, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

6.2 Licensor shall submit invoices with the appropriate documentation to UMMC monthly for any month in which SaaS Services and/or other services are rendered. Licensor shall submit invoices and supporting documentation to UMMC electronically during the term of this Agreement using the processes and procedures identified by the State. UMMC agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by UMMC within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that UMMC is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

6.3 Acceptance by the Licensor of the last payment due from UMMC under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 7 WARRANTY

7.1 Licensor represents and warrants that it has the right to license the Applications provided under this Agreement.

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7.2 Licensor represents and warrants that the Applications provided by Licensor shall meet or exceed the minimum specifications set forth in Sole Source No. 4024 and Licensor's Proposal, as accepted by the State, in response thereto.

7.3 During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as "Defect") which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless UMMC consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Application within the mutually agreed upon time frame after receipt of notice of the Defect, UMMC shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee's rights hereunder are in addition to any other rights Licensee may have.

7.4 During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

7.5 Licensor represents and warrants that the Application shall not contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Applications and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, remove any such disabling code, lockup program or device.

7.6 Licensor represents and warrants that it has tested and will test (not less than on a daily basis) the Applications using commercially reasonable methods to ensure that the Applications provided to UMMC do not and will not contain or incorporate any computer code, programs, procedures, mechanisms or programming devices (including but not limited to, viruses, trojan horses, or worms) that are designed to, or would enable Licensor or any third-party to, disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the Licensor's system, or any other associated software, firmware, hardware, computer system or network, including UMMC's applications and UMMC's Content. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at Licensor's expense, any and all damage done by the virus or such to UMMC's applications and UMMC's Content.

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7.7 Licensor represents and warrants that the CoverMe Software subscription provided by the Licensor shall be reasonably expandable and scalable so UMMC can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the Applications and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to UMMC at no additional cost to UMMC.

7.8 Licensor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licensor uses in the performance of this Agreement.

7.9 If applicable under the given circumstances, Licensor represents and warrants that 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. Licensor agrees 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. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

7.10 Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

7.11 Licensor represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement.

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The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

7.12 The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

7.13 Licensor will not knowingly (a) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (b) use the Content for any purpose other than needed to provide the Services to UMMC hereunder; or (c) otherwise act in a fraudulent, malicious or negligent manner when providing the Services.

ARTICLE 8 INFRINGEMENT INDEMNIFICATION

8.1 Licensor represents and warrants, to the best of its knowledge, that neither the Applications and Services provided to UMMC under this Agreement nor their use by UMMC will violate or infringe on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or UMMC which involve the Applications, Services or other items provided under this Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against UMMC provided that: (a) UMMC notifies Licensor in writing of any such claim of which it has knowledge; (b) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions or negotiations related to the defense or settlement of any such claim, and (c) UMMC cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. In no event shall the State compromise, settle or adversely impact the defense of any actions or negotiations without the prior, written consent of Licensor. Further, in no event shall Licensor compromise or settle any such actions or negotiations without the prior written consent of UMMC if such compromise or settlement would create an obligation or liability upon UMMC or the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for UMMC the right to continue using such Applications or Services, or upon failing to procure such right; (b) modify or replace them with non-infringing items with equivalent functionality, or upon failing to secure either such right at Licensor's reasonable expense, (c) issue a pro-rata refund to UMMC for the fees previously paid by UMMC for the infringing Applications

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and Services UMMC may no longer use. Said refund shall be paid within ten (10) business days of notice to UMMC to discontinue said use.

8.2 Licensor shall have no obligation for infringement claims caused by: (a) an unauthorized modification of the Applications or Service by UMMC or a third party; (b) use of the Service other than in accordance with the Documentation for the Service or as authorized herein; (c) use of the Services in conjunction with any data, equipment or software not provided by Licensor where the Services would not otherwise be infringing except for such combination; or (d) use of the Services or Application by UMMC other than in accordance with this Agreement.

ARTICLE 9 DATA SECURITY

9.1 As part of the Services, Licensor shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of UMMC Content. Licensor agrees to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under this Agreement.

9.2 Prior to initiation of the Services under this Agreement and on an ongoing basis thereafter, UMMC agrees to provide notice to Licensor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to UMMC's industry and which could be imposed on Licensor as a result of provision of the Services. UMMC will ensure that: (a) the transfer to Licensor and storage of any PHI or PII by Licensor is permitted under applicable data protection laws and regulations; and, (b) UMMC will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

9.3 Licensor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). Licensor's private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Licensor's private cloud is located shall undergo pertinent security examinations. Management access to Licensor's private cloud shall be limited to Licensor's authorized support staff and UMMC's authorized staff. The Applications shall provide UMMC with the ability to configure application security and logical access per UMMC's business processes. In the event UMMC identifies a security issue, UMMC will notify Licensor.

9.4 At a minimum, Licensor's safeguards for the protection of PHI and PII shall include: (i) limiting access of PHI and PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII and PHI stored on any mobile media; (vii) encrypting PII and PHI transmitted over public or wireless networks; (viii) strictly segregating PII and PHI from information of Licensor or its other customers so that PII and PHI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Licensor's employees. Any and all subcontractors shall

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adhere to the aforementioned protection and encryption (in transit and at rest) of PHI and PII, as well as follow the stated breach policy.

9.5 Licensor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Licensor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Agreement. UMMC may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which UMMC may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

9.6 At any time during the term of this Agreement at UMMC's request or upon the termination or expiration of this Agreement for any reason, Licensor shall promptly return to UMMC all copies, whether in written, electronic or other form or media, of PHI and PII in its possession, or securely dispose of all such copies, and certify in writing to UMMC that such has been returned to UMMC or disposed of securely. Licensor shall comply with all reasonable directions provided by UMMC with respect to the return or disposal of PHI and PII.

9.7 Upon UMMC's request, to confirm Licensor's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Licensor grants UMMC or, upon UMMC's election, a third party on UMMC's behalf, permission to perform an assessment, audit, examination or review of all controls in Licensor's physical and/or technical environment in relation to all PHI or PII being handled and/or services being provided to UMMC pursuant to this Agreement. Licensor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure and application software that processes, stores or transports PHI or PII for UMMC pursuant to this Agreement.

9.8 It is understood and agreed that at least once per year, Licensor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Licensor shall make the reports available to UMMC for review. Any exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Licensor's management and resolved, at Licensor's sole expense, within thirty (30) calendar days of the audit.

ARTICLE 10 EMPLOYMENT STATUS

10.1 Licensor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

10.2 Licensor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Licensee.

10.3 Any person assigned by Licensor to perform the Services hereunder shall be the

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employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

10.4 Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Licensor nor employees of Licensor are entitled to state retirement or leave benefits.

ARTICLE 11 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Licensor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Licensor employees and subcontractors who will be working at such locations shall be covered by Licensor's comprehensive general liability insurance policy.

ARTICLE 12 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 13 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

13.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

13.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

13.3 Licensor must obtain the written approval of Licensee before subcontracting any portion of this Agreement. No such approval by Licensee of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary.

13.4 Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions,

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damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

13.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

ARTICLE 14 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Licensee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Agreement, Licensee shall have the right to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to Licensee of any kind whatsoever, except for payment for work completed by Licensor and accepted by Licensee prior to termination. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 15 TERMINATION

15.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) Licensee may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Licensee may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

15.2 In the event Licensee terminates this Agreement, Licensor shall be paid for Services rendered by Licensor and accepted by Licensee prior to the termination. Further, upon termination of this Agreement, Licensor shall refund any and all applicable unexpended prorated annual SaaS fees previously paid by Licensee.

ARTICLE 16 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

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ARTICLE 17 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

ARTICLE 18 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 19 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 20 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 21 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify Licensee in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or Licensee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement and Licensee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 22 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; 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 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.

ARTICLE 23 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent

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by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee's address for notice is: Mr. Kevin Yearick, Chief Technology Officer, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Licensor's address for notice is: Mr. Gregg A. Phillips, Chief Executive Officer, AutoGov, One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244. 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.

ARTICLE 24 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 25 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 26 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 27 COMPLIANCE WITH LAWS

27.1 Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

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27.2 Licensor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the Family Educational Rights & Privacy Act (FERPA) of 1974 (34 CFR Part 99); HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 28 CONFLICT OF INTEREST

Licensor shall notify Licensee of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate this Agreement.

ARTICLE 29 SOVEREIGN IMMUNITY

By entering into this Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 30 CONFIDENTIAL INFORMATION

30.1 Licensor shall treat all Licensee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Licensor following any termination or completion of this Agreement.

30.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

30.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 31 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of

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draftsmanship or preparation hereof.

ARTICLE 32 NON-SOLICITATION OF EMPLOYEES

Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of Licensee's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by Licensee and the Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 33 ENTIRE AGREEMENT

33.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The Notice of Intent to Certify Sole Source No. 4024 and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

33.2 The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. Notice of Intent to Certify Sole Source No. 4024 and written addenda, and
- D. Licensor's Proposal, as accepted by the State, in response to the Notice of Intent to Certify Sole Source.

33.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Licensor's Proposal").

ARTICLE 34 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 35 SURVIVAL

Articles 7, 8, 16, 20, 24, 29, 30, 32, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 36 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed

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for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 37 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

ARTICLE 38 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Licensee's or Licensor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Licensee's funding source.

ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor to comply 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.

ARTICLE 40 SOFTWARE SUPPORT AND MAINTENANCE

40.1 As part of the maintenance services, Licensor will maintain the Applications and Services in an operable condition according to the specifications contained in the technical manuals and as outlined in the RFP and Licensor's Proposal in response thereto. Licensor shall provide Licensee with enhancements to the Applications as they are made generally available from time to time.

40.2 Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Applications and Service twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems

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claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

40.3 Severity Level 1 implies that the Application is not functioning. Some examples of Severity Level 1 problems are as follows: (a) Application is down and will not restart; (b) Application is not able to communicate with external systems; and (c) Application is generating a data corruption condition. Licensor shall resolve Severity Level 1 Errors within one (1) business day, or within a mutually agreed upon time frame. When a Severity Level 1 Error is reported, Licensor will assign resources necessary to correct the Error.

40.4 Severity Level 2 implies that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 Errors within two (2) business days, or within a mutually agreed upon time frame.

40.5 Severity Level 3 implies an Application Error such that implementations of function do not match specification and/or technical Documentation, and a workaround may exist. Licensor shall resolve Severity Level 3 Errors within ten (10) business days, or within a mutually agreed upon time frame.

ARTICLE 41 FORCE MAJEURE

Each party shall be 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 or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

ARTICLE 42 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential

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commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the University of Mississippi
Medical Center**

AutoGov

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

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EXHIBIT A

COVERME SUBSCRIPTION FEE SCHEDULE

Client	University of Mississippi Medical Center
Solution Plan	Thirty-six (36) month Subscription Agreement
Subscription Fee	\$24,500.00 per month, includes 1,000 Score Requests per month
Call Center Interview Fee	\$6.00 per call
Score Request Overage Fee	\$2.00 per Score Request
Access to all standard CoverMe Features	Included
User Accounts	Unlimited
Custom Rule and Risk Indexes	Included
Bulk Import Case Processing	Included
Dynamic Applications, including Information Autofill	Included
Reporting and Analytics	Included
Implementation and Training	Included
Technical Support	Included

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**PROJECT NUMBER 42041
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NTHRIVE, INC.
(FORMERLY MEDASSETS-PRECYSE)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between nThrive, Inc. (formerly MedAssets-Precyse), a Delaware corporation having its principal place of business at 200 North Point Center East, Suite 400, Alpharetta, Georgia 30022 (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") No. 3821 requested proposals for the acquisition of key services for Patient Statement and Skip Tracing Services, and

WHEREAS, Contractor submitted a proposal as MedAssets-Precyse and has since changed their name to nThrive, Inc., and

WHEREAS, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties ("Effective Date") and shall continue in effect for five (5) years thereafter ("Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

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ARTICLE 2 SCOPE OF SERVICES

Contractor shall perform all work specified in RFP No. 3821 and Contractor's proposal, as accepted by the Customer, in response thereto. A summary description of the services Contractor will be providing and the price associated therewith is set out in the attached "Exhibit A" which is incorporated herein by reference.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 The total compensation to be paid to the Contractor by Customer for all products, services, travel, performances and expenses under this Agreement shall not exceed the specified sum of \$2,506,800.00 unless prior written authorization from ITS has been obtained, and shall be payable as set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A.

3.2 Customer shall have ten (10) working days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within five (5) working days unless the Customer consents in writing to a longer period of time.

3.3 Contractor shall submit an invoice with the appropriate documentation to Customer upon Customer's acceptance of the deliverables. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

3.4 Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 4 WARRANTIES

4.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

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4.2 If applicable under the given circumstances, Contractor represents and warrants that 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. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) 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 for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4.3 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

4.4 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

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ARTICLE 5 EMPLOYMENT STATUS

5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

5.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 7 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

8.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties,

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and subcontractors.

8.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

8.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

10.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the

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parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

10.2 In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on "Consideration and Method of Payment", but in no case shall said compensation exceed the total fixed price of this Agreement.

10.3 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 11 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 12 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 13 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

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ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 17 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; 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 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.

ARTICLE 18 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer's address for notice is: Ms. Cindy Freeman, Senior Contract Administrator, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Contractor's address for notice is: Ms. Amy Amick, President-Revenue Cycle Management, MedAssets-Precyse, 200 North Point Center East, Suite 400, Alpharetta, Georgia 30022. 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.

ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this

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Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 20 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS

22.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

22.2 Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 23 CONFLICT OF INTEREST

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

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ARTICLE 24 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 25 CONFIDENTIAL INFORMATION

25.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

25.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

25.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 26 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

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January 18, 2018

ARTICLE 28 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3821 and Contractor's Proposal, as accepted by Customer, in response thereto are hereby incorporated into and made a part of this Contract.

29.2 The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3821 and written addenda, and
- D. Contractor's Proposal, as accepted by Customer, in response to RFP No. 3821.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

ARTICLE 30 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by

EXHIBIT 2

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any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 33 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply 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.

ARTICLE 35 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer's funding source.

ARTICLE 36 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as

EXHIBIT 2

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"confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of University of Mississippi
Medical Center**

nThrive, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT 2

January 18, 2018

EXHIBIT A

Category	Unit	Annual Cost	Total Paid
Patient Statements: Tier 1 pricing (840,000 x \$0.584 = \$490,560 per year)	5 years	\$490,560.00	\$2,452,800.00
Skip-Tracing (36,000 per year x \$0.30 per hit = \$10,800.00 per year)	5 years	\$10,800.00	\$54,000.00
5 Year Total Cost:			\$2,506,800.00

Optional Services	
Skip-Tracing	\$0.30 per hit
Pressure Sealed Letter	\$0.574 per letter
ViewLogic Web	\$0.01 per letter
ViewLogic FTP	\$0.01 per letter

EXHIBIT 3

Effective Date 08/10/2016

Expiration Date 08/09/2021

Date Printed 08/22/2016

Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
 Dept. of Information Technology Services
 3771 Eastwood Dr.
 Jackson, MS 39211
 (601) 432-8000

Page: 1

CP-1 **20170060**

Contract **IT20170021**

Acquisition Method: LEASE/PURCHASE

This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

For additional information regarding the ITS Procurement Process and CP-1 Approval Documents, refer to the ITS Procurement Handbook, located at <http://www.its.state.ms.us/its/procman.nsf>. The following sections of the Procurement Handbook include information specifically related to CP-1 approvals: 009-025, 013-040, and 013-080.

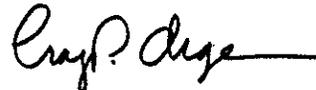
If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8166 or e-mail issshelp@its.ms.gov.

UMMC-University of MS Medical Center ATTN: Cindy Freeman 2500 North State Street Jackson, MS 39216	PLACE ORDER TO: 3100034795 TOSHIBA CORPORATION CONNECTED OFFICE PROD OF MS P. O. BOX 1217 COLUMBUS, MS 39703-1217 MAKE PAYMENT TO: 7000005361 TOSHIBA CORPORATION CONNECTED OFFICE PROD OF MS P. O. BOX 1217 COLUMBUS, MS 39703-1217
---	---

MAX ANNUAL % INCREASE	0.00	CP1 LIFECYCLE LIMIT	7,741,954.80	NUMBER OF PAYMENTS	1
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Toshiba Business Solutions will supply, manage, and maintain the document output devices. This solution is scalable and will be able to reach all of the business units that make up the UMMC organization.
 A Lease Agreement has been executed.

APPROVED ITS DATE:08/22/2016



PRODUCTS AND SERVICES PURCHASE DETAILS

QTY	PRODUCTS	EACH NET	EXTENDED NET
	Leased Equipment		
1,466	M3150 (\$11.61/month*60 months)	696.60	1,021,215.60
2,932	Optional Trays (550 Sheet) (\$4.43/month*60 months)	265.80	779,325.60
18	CS748DE (\$16.64/month*60 months)	998.40	17,971.20
18	Optional Trays (\$5.92/month*60 months)	355.20	6,393.60
538	XM3150 MFP (\$23.23/month*60 months)	1,393.80	749,864.40
17	XM5163 MFP (\$36.15/month*60 months)	2,169.00	36,873.00
92	XC2132 MFP (\$24.78/month*60 months)	1,486.80	136,785.60
	Impression Charges		
5	Black/White (5,300,000/month @.0053 *12 months)	337,080.00	1,685,400.00
5	Color (462,000 @.050 *12 months)	277,200.00	1,386,000.00
	Professional Services		
3	Staff (\$20.25/hr *2,080 *5 years)	210,600.00	631,800.00
1	Board Approved 20% increase over life of contract	1,290,325.80	1,290,325.80

TOTAL

MAXIMUM

7,741,954.80

EXHIBIT 3

Effective Date 08/10/2016

Expiration Date 08/09/2021

Date Printed 08/22/2016

Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form
Dept. of Information Technology Services
3771 Eastwood Dr.
Jackson, MS 39211
(601) 432-8000

Page: 2

CP-1 **20170060**
Contract **IT20170021**
Acquisition Method: LEASE/PURCHASE

COMMODITY CODES -- 61920000000

DISTRIBUTION TO

ISS MAGIC - EMAIL issmagic@its.ms.gov

PRNO	ATHY	04/21/2016	REPLACEMENT	RFP No(s)
PAI00-41621-1	AUTHORITY	APRV	NEW	3823

CP-1 LIFECYCLE REPORT

Product/Services

Managed Document Solution for 5 years

Payment frequency MAXIMUM
Max Annual % Increase 0.00

	YEAR	PERIOD	PAYMENT AMOUNT	# PMTS	TOTAL FOR YEAR
	1	08/10/2016	7,741,954.80	1	7,741,954.80
Total				1	7,741,954.80

EXHIBIT 3

January 18, 2018

**PROJECT NUMBER 43393
CHANGE ORDER NUMBER 1 TO
LEASE AGREEMENT
BETWEEN
TOSHIBA BUSINESS SOLUTIONS
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 41621)**

WHEREAS, a Lease Agreement (hereinafter referred to as "Original Contract") was entered into by and between Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc, a California corporation having a local place of business at 371 Highland Colony Parkway, Ridgeland, Mississippi 39157 (hereinafter referred to as "Lessor") and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS") as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "UMMC") on August 10, 2016 and amended on May 10, 2017, for Lessor to provide certain equipment; and

WHEREAS, UMMC desires to lease additional equipment for a new site and expand the scope of the project and Lessor is amenable to providing same as described herein;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth herein, the parties agree as follows:

SECTION 1 TERMS AND CONDITIONS

Except as provided herein, all other terms and conditions set forth in the Original Contract of the parties and not in conflict with this Change Order Number 1, shall remain in full force and effect and shall apply to this Change Order Number 1. The parties understand and agree that termination of the Original Contract also terminates this Change Order Number 1. In the event of termination, Lessor shall, as of the date specified in the notice of termination, cease any further work pursuant to the Original Contract and this Change Order Number 1, and Lessee shall be relieved of any further liability for payments under the Original Contract and/or this Change Order Number 1.

SECTION 2 BACKGROUND

In August 2016, a Lease Agreement was executed between the State of Mississippi and Toshiba Business Solutions to provide a full-service print/copy/scan/fax equipment solution for UMMC's main campus. The State of Mississippi later executed Amendment Number 1 to establish a Delivered & Accepted Equipment List to be managed by UMMC and Lessor. This Change Request adds the RAD/Watkins Building site and the Ripley Blackwell Head Start to the Delivered & Accepted Equipment List for additional printer equipment.

SECTION 3 SCOPE OF WORK

The Scope of Work shall be expanded so as to include the additional equipment reflected in the attached Exhibit A-2, which is incorporated herein by reference. All references to Exhibit A-1 shall be and hereby are revised to read "Exhibit A-1 and Exhibit A-2".

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SECTION 4 FINANCIAL TERMS

The total compensation to be paid to Lessor by UMMC for all services, deliverables, travel, performances, and expenses, provided under this Change Order Number 1 shall not exceed \$88,586.10.

For the faithful performance of the terms of this Change Order Number 1, the parties have caused this Change Order Number 1 to be executed by their undersigned representatives.

State of Mississippi, Department of
Information Technology Services, on
behalf of University of Mississippi Medical
Center

Toshiba Business Solutions

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT 3

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EXHIBIT A-2

Summary Table	
Additional Printers for RAD/Watkins Building and the Ripley Blackwell Head Start (Monthly Charge)	\$1,968.58
Grand Total for 45 Month Lease Term:	\$88,586.10

EXHIBIT 3

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**PROJECT NUMBER 41621
LEASE AGREEMENT
BETWEEN
TOSHIBA BUSINESS SOLUTIONS
A DIVISION OF TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

This Lease Agreement (hereinafter referred to as "Agreement") is entered into by and between Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc., a Delaware corporation having its place of business at 371 Highland Colony Parkway, Ridgeland, Mississippi 39157 (hereinafter referred to as "Lessor"), and Mississippi Department of Information Technology Services, with its principal office at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Lessee"). ITS and Lessee are sometimes collectively referred to herein as "State."

California
MT
CPA

WHEREAS, Lessee, pursuant to Request for Proposals ("RFP") Number 3823, requested proposals for the acquisition of certain equipment as listed in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Lessor was the successful proposer in an open, fair, and competitive procurement process to provide the Equipment and services described above;

NOW THEREFORE, in consideration of the mutual promises, consideration, and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

The following terms as used herein shall have the following meanings:

- 1.1 "Equipment" means the hardware and software listed in the attached Exhibit A, and any and all additions, repairs, replacements, and modifications.
- 1.2 "Lessee" means the University of Mississippi Medical Center and its assignees, if any.
- 1.3 "Lessor" means Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc., and its assignees, if any.
- 1.4 "Original Term" means a period of five (5) years commencing on the date the Equipment is accepted by Lessee.
- 1.5 "Term" means the Original Term and any renewal terms.

ARTICLE 2 TERM OF LEASE

2.1 The Original Term of this Agreement shall commence on the date that the Equipment is accepted by Lessee, as specified in Article 9 herein, and shall continue in effect for a period of

EXHIBIT 3

January 18, 2018

five (5) years thereafter, unless the Agreement is extended by mutual, written agreement or terminated as prescribed elsewhere herein.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Lessee following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 3 LEASE OF EQUIPMENT

Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the Equipment specified in the attached Exhibit A. Lessee agrees that Lessor shall have the right, at all reasonable times during Lessee's business hours, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE 4 COVENANTS OF LESSEE

4.1 Lessee is a sovereign State of the United States of America within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings, and is duly authorized to enter into this Agreement and to carry out its obligations hereunder.

4.2 Lessee has complied with all applicable public procurement requirements, and this Agreement constitutes a valid, legal, and binding obligation of Lessee, enforceable in accordance with its terms.

4.3 Lessee has sufficient appropriations or other funds available to pay the amounts due hereunder for the current fiscal year. Further, Lessee agrees to make its best effort to budget for and have appropriated each budget and/or appropriation cycle sufficient funds to make the periodic payments throughout the Term of this Agreement.

4.4 The Equipment covered under this Agreement is essential to Lessee's proper, efficient, and economic operation.

4.5 The Equipment is, and shall remain during the period this Agreement is in force, personal property and, when subject to use by Lessee under this Agreement, will not be or become fixtures.

4.6 Lessee, to the extent permitted or required under Mississippi law, agrees to file IRS form 8038G in accordance with the provisions of Section 103(c) of the Internal Revenue Code of 1986, as amended.

ARTICLE 5 WARRANTIES

5.1 Lessor represents and warrants that all Equipment provided by Lessor shall meet or exceed the minimum specifications set forth in RFP No. 3823 and Lessor's Proposal in response thereto.

5.2 For a period of five (5) years, Lessor warrants that the Equipment provided pursuant to this Agreement shall operate without defects in material and workmanship. All Equipment provided by Lessor shall be covered by the manufacturer's warranties beginning upon acceptance of the Equipment. Lessor's obligations pursuant to these warranties shall include, but are not limited to, the correction of all material defects in the Equipment and the repair, or in Lessor's sole

EXHIBIT 3

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discretion, replacement of the Equipment, all at Lessor's reasonable expense, except to the extent such defect is caused by the gross negligence or willful misconduct of Lessee.

5.3 Lessor represents and warrants that it has the right to lease the Equipment provided under this Agreement.

5.4 Lessor represents and warrants that each unit of hardware delivered as part of the Equipment hereunder shall be delivered new and not as "used, substituted, rebuilt, refurbished, or reinstalled" Equipment.

5.5 Lessor represents and warrants that the Equipment shall be fit for the particular purpose set forth in this Agreement and RFP No. 3823, with regard to Lessee's foreseeable or projected needs.

5.6 Lessor represents and warrants that it has and will obtain and pass through to Lessee any and all warranties obtained or available from the licensor of software or the manufacturer of the hardware and replacement parts supplied to Lessor and delivered as part of the Equipment hereunder.

5.7 Lessor represents and warrants that it shall maintain all Equipment provided hereunder pursuant to the manufacturer's warranty policies throughout the equipment manufacturer's specified warranty period.

5.8 Lessor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and maintenance, shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall reasonably comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Lessor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Lessee, or if the Lessor is unable to perform the services as warranted, the Lessor shall reimburse the Lessee the fees paid to the Lessor for the unsatisfactory services, except to the extent the breach is caused by the gross negligence or willful misconduct of Lessee.

5.9 Lessor represents and warrants that there is no disabling code or a lockup program or device embedded in the Equipment provided to Lessee. Lessor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Lessee's use of the Equipment and/or which would restrict Lessee from accessing its data files or in any way interfere with the transaction of Lessee's business. For any breach of this warranty, Lessor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Equipment to Lessee that is free of such disabling code or a lockup program or device.

5.10 Lessor represents and warrants that the Equipment, as delivered to Lessee, does not contain a computer virus. For any breach of this warranty, Lessor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Equipment to Lessee that is free of any virus and shall be responsible for repairing, at Lessor's expense, any and all damage done by the virus to Lessee's site.

5.11 If applicable under the given circumstances, Lessor represents and warrants that it will

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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. Lessor agrees 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. Lessor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Lessor understands and agrees that any breach of these warranties may subject Lessor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Lessor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Lessor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

5.12 Lessor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during the Term of this Lease Agreement, Lessor shall, at its own expense and at no cost to Lessee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

5.13 Lessor represents and warrants that no official or employee of Lessee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Lessor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Lessor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

5.14 The Lessor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Lessor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this

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Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Lessor as it would pursue in the event of a breach of contract by the Lessor.

ARTICLE 6 INFRINGEMENT INDEMNIFICATION

6.1 Lessor represents and warrants that neither the Equipment, their elements, nor the use thereof knowingly violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Lessee shall notify Lessor promptly of any infringement claim of which it has knowledge and shall cooperate with Lessor in the defense of such claim, all at Lessor's expense. Lessor, at its own expense, shall defend or settle any and all infringement actions filed against Lessor or Lessee which involves the Equipment provided under this Agreement and shall pay all settlements, as well as all costs, reasonable attorney fees, damages, and judgment finally awarded against Lessee, except to the extent the Equipment was in any way modified or altered by Lessee without the express written consent of Lessor as set forth in Article 6.2 below. If the continued use of the Equipment for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Lessor shall, at its expense: (a) first procure for Lessee the right to continue using the Equipment, or upon failing to procure such right; (b) modify or replace the Equipment or components thereof so it becomes non-infringing, or upon failing to secure either such right; (c) refund the lease payments previously paid by Lessee for the Equipment Lessee may no longer use. Said refund shall be paid within ten (10) working days of notice to Lessee to discontinue said use.

6.2 Lessor shall have no indemnification obligations to Lessee for claims resulting directly from any of the following: (a) Lessee's modification of the Equipment where such modification was not authorized in writing by Lessor and where such modification creates said infringement; (b) Infringement resulting from the combination or use of the Equipment provided by Lessor with any other items provided by Lessee or others; and (c) infringement resulting from the gross negligence or willful misconduct of Lessee.

ARTICLE 7 TITLE

During the Term of this Agreement, title to the Equipment and any and all additions, repairs, replacements, or modifications shall be and remain vested at all times in Lessor or its assignee, subject to the rights of Lessee, and nothing in this Agreement shall give or convey to Lessee any right, title, or interest therein.

ARTICLE 8 RISK OF LOSS; DELIVERY; INSTALLATION, AND RELOCATION

8.1 Lessor shall assume and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever while in transit and at all times until the Equipment is installed at Lessee's location. After the Equipment is installed at Lessee's facility, the risk of loss and damage is assumed by Lessee except where the loss or damage is caused by Lessor or its subcontractors.

8.2 Lessor shall be responsible for all charges relating to the transportation of the leased Equipment to Lessee's location and installation at such location. Further, Lessor shall deliver the Equipment to the location specified by Lessee, pursuant to the delivery schedule agreed to by the parties.

8.3 Lessor shall complete installation of the Equipment pursuant to the requirements set forth in RFP No. 3823. Lessor shall be responsible for installing all Equipment, cable, and materials in accordance with all state, federal, and industry standards for such items.

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8.4 Lessor shall be responsible for replacing, restoring, or bringing to at least original condition, ordinary wear and tear excepted, any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation and de-installation, subject to final approval of ITS, which approval will not be unreasonably withheld. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

8.5 Lessee may transfer the Equipment to a new location after notifying Lessor in writing of the transfer at least thirty (30) calendar days before the move is made, and receiving written approval thereof from Lessor, which approval shall not be unreasonably withheld. If Lessee moves the Equipment without such approval, Lessee assumes all risks and obligations associated with the move.

ARTICLE 9 SCHEDULE AND ACCEPTANCE

9.1 Lessor warrants that all Equipment shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Lessee as the site is deemed ready for installation. Lessor shall provide Lessee with an installation schedule identifying the date, time, and location.

9.2 Full implementation must be completed within sixty (60) calendar days of execution of this Agreement unless otherwise agreed to by the parties. Full implementation includes (a) training for all applicable Lessee personnel having been completed, and (b) the Equipment having been successfully tested by Lessee's personnel and reported defects having been corrected by Lessor.

9.3 Upon notification by Lessor that the Equipment has been implemented for acceptance testing, Lessee shall have thirty (30) calendar days to evaluate and test the Equipment to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3823 and the Lessor's Proposal in response thereto. In the event the Equipment fails to perform to Lessee's reasonable satisfaction, Lessee shall immediately notify Lessor. Lessor shall, at Lessor's sole expense, correct material defects identified by Lessee within four (4) working days, or such other period as the parties may agree upon, subject to Equipment delivery delays. Lessee shall re-test the Equipment within thirty (30) calendar days from receipt of notice of the completion of any required fixes. The thirty (30) day testing period will be extended by system down-time.

9.4 Monthly lease payments shall not begin or be due from Lessee until such time as Lessee notifies Lessor of its acceptance of the Equipment. Upon notification from Lessee of its acceptance, Lessor shall submit its first monthly billing to Lessee.

ARTICLE 10 TRAINING

Lessor shall, for the fees specified in the attached Exhibit A, provide ongoing training for multifunctional printers where required. Lessor and Lessee shall mutually agree on the time for the training and an outline of the training to be provided. Lessor specifically agrees and understands that Lessee will not accept the Equipment until Lessor completes the training requirements. Lessor agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of all of the Equipment.

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ARTICLE 11 LEASE PAYMENTS AND TAXES

11.1 The charges for the Equipment and services covered by this lease Agreement are specified in the attached Exhibit A. Charges for any partial month for the Equipment shall be pro-rated based on a thirty (30) day month. In no event will the total compensation to be paid hereunder exceed the specified sum of \$6,451,629.00, unless prior written authorization from ITS has been obtained. Upon notification from Lessee of its acceptance of the Equipment, Lessor shall submit an invoice with the appropriate documentation to Lessee. Lessor shall submit invoices and supporting documentation to Lessee electronically during the term of this Agreement using the processes and procedures identified by the State. Lessee agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Lessee within forty-five (45) days of receipt of the invoice. Lessor understands and agrees that Lessee is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Lessor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Lessor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

11.2 Penalties for late payments shall be as stated in the aforementioned statute set forth in Article 11.1 herein, which generally provides that if payment is not made to Lessor within forty-five (45) days of Lessee's receipt of the invoice, Lessee shall be liable to Lessor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid amount due from the expiration of such forty-five (45) day period until such time as payment is made.

11.3 The obligations of Lessee under this Agreement, including its obligation to pay the lease payments due with respect to the Equipment in any fiscal year for which this Agreement is in effect, shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and the laws of Mississippi. A portion of each lease payment is paid as and represents the payment of interest. Exhibit A sets forth the interest component of each lease payment.

11.4 Subject to the availability of funds as specified in Article 13 herein, Lessee agrees that its obligation to make lease payments once the Equipment has been accepted, as prescribed in Article 9 herein, is absolute, unconditional, and independent and is not subject to any abatement, set-off, defense, or counterclaim, except those pertaining to Equipment failure or to the damage or loss of the Equipment.

ARTICLE 12 INSURANCE

Lessor shall, at its expense, maintain at all times during the Term fire and extended coverage, public liability, and property damage insurance with respect to the Equipment in such amount, covering such risks, and with such insurers as shall be satisfactory to Lessor. Each insurance policy will name Lessor as insured and Lessee as additional insured and will contain a clause requiring the insurer to give Lessee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of such policy will be payable to Lessor and Lessee or their assigns as their interests may appear. Upon acceptance of the

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Equipment and upon each insurance renewal date, Lessor will deliver to Lessee a certificate evidencing such insurance. In the event of any loss, damage, injury, or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

ARTICLE 13 AVAILABILITY OF FUNDS

13.1 Lessee believes that funds can be obtained in amounts sufficient to make all lease payments during the Term. Lessee hereby covenants that it will do all things within its power to obtain, maintain, and properly request and pursue funds from which lease payments may be made, specifically including in Lessee's annual budget requests an amount sufficient to make lease payments for the full Term. Lessee intends to make lease payments for the full Term if funds are legally available for that purpose.

13.2 It is expressly understood and agreed that the obligation of Lessee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or are insufficient through no fault of Lessee, or if there is a discontinuance or material alteration of the program under which funds were available to Lessee for the payments due under this Agreement, Lessee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Lessee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Lessee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 14 USE AND PERMITS

Lessee shall exercise due care in the use, operation, and maintenance of the Equipment. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Equipment and Lessee shall comply with all state and federal laws applicable to the Equipment. Lessee shall subscribe to Lessor's maintenance services so as to maintain, preserve, and keep the Equipment in good repair, working order, and condition.

ARTICLE 15 QUIET ENJOYMENT

Provided that Lessee has duly performed its obligations pursuant to this Agreement, Lessee shall have the right to use and possess the Equipment during the Term of this Agreement, including any renewals hereof, without disturbance, interference, or interruption by Lessor or any person claiming by, through, or under Lessor, including without limitation any assignee financial institution.

ARTICLE 16 MAINTENANCE SERVICES

16.1 During the Term of this Agreement, Lessor agrees to provide on-site maintenance service on all Equipment and any other devices that would be included within them. Lessor will respond by telephone within four (4) hours to requests for maintenance service Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), and will come on-site with the necessary crash kit for critical components within three (3) hours from the point the call is made to service the Equipment. Lessor will respond to service calls in Critical Care areas during normal business hours and after-hours within three (3) hours.

16.2 Lessor agrees it will maintain in house the most frequently used supply replacement parts needed to service the Equipment. Replacement parts will be new and not refurbished and will

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either be manufactured by and/or meet the minimum specifications established by the manufacturer of the Equipment.

16.3 Lessor agrees to a maximum forty-eight (48) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum five (5) working days on all other repairs. If the repairs have not been made within these designated time frames.

16.4 Lessor agrees to provide preventive maintenance based on the specific needs of the Equipment during normal business hours and at intervals specified in RFP No. 3823 and Lessor's Proposal as accepted by the State in response thereto. Preventive maintenance may be performed concurrently with remedial maintenance activity. Lessor must record all activities related to preventive maintenance on a log to be retained on-site.

16.5 Maintenance does not cover damage to Equipment caused by Lessee's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.), or loss due to fire or theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Lessor, or maintenance or removal of alterations or attachments.

16.6 If Lessor is unable to maintain the Equipment in good working order, Lessor shall replace the Equipment with either an identical product or another product that provides equal or greater capabilities. If a replacement product is provided under this Article, there will be no additional charges for the Term of this Agreement.

16.7 All lease prices and maintenance rates applicable to this transaction are set forth in Lessor's Proposal in response to RFP No. 3823 and are firm and not subject to being increased during the Term of this Agreement.

ARTICLE 17 TERMINATION AND RETURN OF EQUIPMENT

17.1 This Agreement may be terminated as follows: (a) by Lessee due to the unavailability of funds as set forth in Article 13 herein; or (b) by Lessee if all payments authorized or required to be paid by Lessee hereunder have been made; or (c) by Lessee if Lessor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; or (d) excepting for leased equipment which has previously been delivered and accepted, by Lessee if Lessee determines it to be in Lessee's best interest to so terminate; or (e) if either party fails to comply with any material term or condition of this Agreement, the non-defaulting party may terminate this Agreement or suspend its performance under this Agreement upon the giving of thirty (30) days written notice, unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Lessee to make payments required hereunder shall cease.

17.2 Upon the expiration or termination of this Agreement and de-installation of the Equipment by Lessor, Lessee shall return the Equipment to Lessor in its original condition, normal wear and tear excepted, and Lessee shall not be responsible for the payment of any further payments coming due past the date of termination. Lessor shall bear all costs associated with the return of the Equipment.

ARTICLE 18 NO REMEDY EXCLUSIVE

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No remedy herein conferred upon or reserved to either party is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

ARTICLE 19 ASSIGNMENT AND SUBLEASE

19.1 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

19.2 No such assignment shall be effective against Lessee unless and until Lessor files a copy of same with Lessee. Lessee shall pay all lease payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee.

19.3 Lessee may not assign or dispose of any of its interests under this Agreement to any other person or enter into any sublease of all or part of the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

ARTICLE 20 MODIFICATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 21 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Lessor expressly agrees that under no circumstances shall Lessee or ITS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Lessor. Further, nothing in this Agreement shall affect any statutory rights Lessee may have that cannot be waived or limited by contract.

ARTICLE 22 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 23 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

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ARTICLE 24 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

ARTICLE 25 THIRD PARTY ACTION NOTIFICATION

Lessor shall notify Lessee in writing within ten (10) business days of Lessor filing bankruptcy, reorganization, liquidation or receivership proceedings or within ten (10) business days of its receipt of notification of any action or suit being filed or any claim being made against Lessor or Lessee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Lessor's performance under this Agreement. Failure of the Lessor to provide such written notice to Lessee shall be considered a material breach of this Agreement and the Lessee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 26 AUTHORITY TO CONTRACT

Lessor warrants that it is a validly organized business with valid authority to enter into this Agreement, 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, 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.

ARTICLE 27 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Lessee's address for notice is: Mr. Kevin Yearick, Chief Technology Officer, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Lessor's address for notice is: Bob Greenhalgh, Senior Vice President, Toshiba Business Solutions, 371 Highland Colony Parkway, Ridgeland, Mississippi 39157. 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.

ARTICLE 28 RECORD RETENTION AND ACCESS TO RECORDS

Lessor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Lessee, ITS, any state or federal agency authorized to audit Lessee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Lessor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Lessor's office as applicable where such records are kept during normal business hours, provided, however, such audit rights are limited to occur not more than one (1) time per year. All records relating to this Agreement shall be retained by the Lessor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three

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(3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 29 COMPLIANCE WITH LAWS

29.1 Lessor shall comply with, and all activities under this Agreement shall be subject to, all applicable Lessee policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Lessor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Lessor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

29.2 Lessor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Lessor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 30 CONFLICT OF INTEREST

Lessor shall notify Lessee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Lessee's satisfaction, Lessee reserves the right to terminate this Agreement.

ARTICLE 31 SOVEREIGN IMMUNITY

By entering into this Agreement with Lessor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 32 CONFIDENTIAL INFORMATION

32.1 Lessor shall treat all Lessee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Lessee. In the event that Lessor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Lessor shall promptly inform Lessee and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Lessor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Lessor, following any termination or completion of this Agreement for three (3) years.

32.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Lessor. ITS will provide third party notice to Lessor of any requests

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received by ITS for any such confidential exhibits so as to allow Lessor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

32.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 33 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Lessee or the Lessor on the basis of draftsmanship or preparation hereof.

ARTICLE 34 DISPUTES

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Lessor and Lessee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 35 HOLD HARMLESS

To the extent allowed by law, Lessor shall indemnify, defend, save and hold harmless, Lessee, ITS and the State, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and reasonable expenses, including, court costs, investigative fees and expenses, reasonable attorney fees, and claims for damages arising out of or caused by the negligence or intentional and willful misconduct of Lessor and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement. Lessor will not be responsible for damages resulting from the gross negligence or willful misconduct of Lessee.

ARTICLE 36 ENTIRE AGREEMENT

36.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Lessor-furnished software. The RFP No. 3823 and Lessor's Proposal in response thereto are hereby incorporated into and made a part of this Agreement.

36.2 The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A. This Agreement signed by both parties;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3823 and written addenda; and
- D. Lessor's Proposal, as accepted by Lessee, in response thereto.

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36.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Lessor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents, but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Lessor's Proposal").

ARTICLE 37 SURVIVAL

Articles 5, 6, 21, 28, 31, 32, 35, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 38 DEBARMENT AND SUSPENSION CERTIFICATION

Lessor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Lessor and Lessee understand and agree that all products and services provided by Lessor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Lessor to comply 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.

ARTICLE 40 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Lessee's or Lessor's contractual obligations, financial or otherwise, contained within this Agreement. The parties

EXHIBIT 3

January 18, 2018

further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Lessee's funding source.

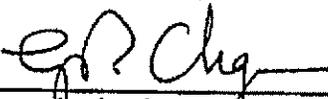
ARTICLE 41 TRANSPARENCY

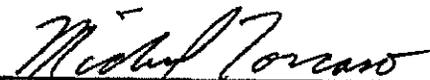
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of
Information Technology Services, on
behalf of University of Mississippi Medical
Center

Toshiba Business Solutions, a Division of
Toshiba America Business Solutions, Inc.

By: 
Authorized Signature

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: Michael Torcaso

Title: Executive Director

Title: Executive CFO & CIO

Date: 8/10/16

Date: 08/04/2016

EXHIBIT 3

January 18, 2018

EXHIBIT A

Make/Model	QTY	Monthly Unit Cost	Monthly Extended Cost	Overage: Cost Black	Overage: Cost Color
M3150	1,466	11.61	\$17,020.26	0.0053	0.05
Optional Trays (550 Sheet) 2 per device	2,932	4.43	\$12,988.76		
CS748DE	18	16.64	\$299.52	0.0053	0.05
Optional Trays (550 Sheet)	18	5.92	\$106.56		
XM3150 MFP	538	23.23	\$12,497.74	0.0053	0.05
XM5163 MFP	17	36.15	\$614.55	0.0053	0.05
XC2132 MFP	92	24.78	\$2,279.76	0.0053	0.05
Monthly Sub-Total:			\$45,807.15		
Total Annual Lease Cost:			\$549,685.80		
Impression Charges B/W	5,300,000	0.0053	\$28,090.00		
Impression Charges Color	462,000	0.0500	\$23,100.00		
Monthly Sub-Total:			\$51,190.00		
Total Annual Impression Cost (not including overages):			\$614,280.00		

Role	Full Loaded Hourly Rate	Professional Services Annual Cost based on 2,080 hours
Staff	\$20.25	\$42,120.00
Staff	\$20.25	\$42,120.00
Staff	\$20.25	\$42,120.00
Project Manager	No Charge	No Charge
Annual Professional Services Sub-Total:		\$126,360.00
Summary Table		

EXHIBIT 3

January 18, 2018

Total Professional Services for 5 year Contract Term (based on 2,080 hours/year):	\$631,800.00
Total Lease for 5 year Contract Term:	\$2,748,429.00
Total Impression Cost for 5 year Contract Term:	\$3,071,400.00
Grand Total for Project (not including overages):	\$6,451,629.00

Fixed Per Call Price for Critical Care After Hours: \$37.50 with a 2 hour minimum

Fixed Per Call Price for Non-Critical Care After Hours: \$37.50 with a 2 hour minimum

EXHIBIT 4

January 18, 2018

Memorandum

To: Craig P. Orgeron, Ph.D., *Deputy Chief Information Officer*

Date: December 14, 2017

Re: Recommendation for Project Number 43930 to utilize the City and County of Denver, Colorado RFP No. 7241 for the acquisition of Workday software, support, and implementation for the **UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (UMMC)**

I. BACKGROUND

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by UMMC's schools, hospitals, research facilities, and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives. UMMC is requesting approval for the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support. UMMC is also requesting to purchase the software from Workday, Inc.

II. PROCUREMENT

In November 2014, the City and County of Denver, Colorado issued RFP No. 7241 for an Enterprise Resource Planning (ERP) Financials/Human Resource Management Software, Support, and Implementation Services. In July 2015, a Master Agreement was executed between the City and County of Denver, Colorado and Workday for software and support. An Agreement was also executed between the City and County of Denver, Colorado and Sierra-Cedar, Inc. for implementation of the Workday software.

ITS is able to re-use awards made by other governmental entities (i.e., piggyback, a procurement sourcing term) when certain conditions are met.

- Piggyback Language: language reserving the right for the award to be used by other governmental entities must have been in the solicitation (e.g., RFP, Invitation for Bid)
- Publicly Advertised: the solicitation must have been publicly advertised, using whatever methods/means required by the governmental entity that issued the solicitation
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- Awarded vendor must be willing to share proposal from the solicitation with ITS and the customer agency
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- Awarded vendor must be willing to honor pricing from the award
- Awarded vendor must be willing to sign a contract with ITS, including Mississippi-specific terms and conditions.

UMMC is requesting approval from ITS to purchase Workday software, support, and implementation utilizing the City and County of Denver, Colorado awards made to Workday and Sierra-Cedar, Inc.

UMMC has prepared the attached Business Case in support of this request.

III. RECOMMENDATION

The staffs of ITS and UMMC jointly recommend the selection of Sierra-Cedar and Workday, Inc. to provide Workday software, support, implementation, and training at a total 5-year lifecycle cost of \$25,218,905.00.

IV. SOURCE OF FUNDS

Funding will be provided by UMMC.

Jill Chastant
Technology Consultant

Attachment: Business Case for IT Projects

EXHIBIT 4

January 18, 2018

BUSINESS CASE FOR IT PROJECTS

PROJECT IDENTIFICATION

Agency/Division	University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS)
Project Manager	Al Faulk
Project Number and Name	43930 Enterprise Resource Planning (ERP)

CURRENT SITUATION / BUSINESS NEED FOR THE PROJECT

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by the Institutions' schools, hospitals, research facilities and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives.

Currently, UMMC uses a variety of applications for Enterprise Resource Planning (ERP) and Student Information Systems (SIS) to manage employee, financial, supply chain, student financial, and student administration. These systems include:

System	Purpose
Infor/Lawson S3	Human resources administration, payroll, grants management (post-award), supply chain, requisition center, financial accounting, asset management
Infor/Lawson Business Intelligence	Reporting
Infor/Lawson Mobile Supply Chain Management	Receiving, inventory
Infor/Lawson Landmark	Contracts management
Allscripts/EPIS	Budgeting
MHC	Check printing, W2 distribution
Halogen Systems	Employee Performance Reviews
PeopleAdmin	Recruiting
BSI Tax Factory	Tax regulatory updates
SAP/SLCM	Student administration, student records, student accounting.
ProSam/Sigma	Student Financial Aid
Academic Works	Scholarship management
Touchnet	Electronic Payment System for student tuition and fees
Kofax	Scanning

(please note that we will refer to "Infor" as the vendor of the "Lawson" ERP product)

The variety of systems has led to several operational and technical concerns. Operationally, the nature of the systems has led to a reluctance to modernize business processes because the software is inflexible or non-functional. Two examples:

- UMMC worked with Infor for 2 years unsuccessfully to implement budgeting in their system. Infor was unable to make their software accommodate the staff budgeting calculations and was unable to make the software stable.

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- An internal audit completed in December 2016, by the Institutes of Higher Learning (IHL) stated that ProSam produces many significant errors and integrates poorly with SAP. This causes operational issues for the Student Financial Aid office who have to manually verify financial aid awards.

In addition, it has been difficult to provide relevant management data to operational executives for operational decisions. UMMC is unable to effectively:

- Track contract spend for commodities.
- Identify valuable employees at risk of turnover.
- Make all required accounting adjustments in the ERP system to produce financial reports.
- Drill into financial reports to determine root cause of budget variances.
- Create reports quickly using a reporting tool for SAP. UMMC develops all reports using native SAP code. This significantly delays our ability to provide academic leadership with needed, timely data.

Technically, there has been an increasing burden on operational staff to maintain aging ERP and SIS systems, including but not limited to building and maintaining custom enhancements and work-arounds.

Enterprise Resource Planning

UMMC originally purchased the Lawson Human Resources and Payroll Systems in 2002 and subsequently the Lawson Absence Management module in 2006. In November 2008, UMMC purchased the remaining primary Lawson Enterprise Resource Planning (ERP) software suites for financials, procurement, and business intelligence for a total cost of \$2,505,800.00.

UMMC has continued to expand and enhance the use of Lawson for its 10,500 users, most recently adding a Contracts Management module to become a single repository for all UMMC contracts (except Payor contracts), thus enabling improved spend and expiry tracking.

With Version 9 of Lawson set to expire in May 2016, in June 2015 UMMC signed a 3-year agreement with Infor to upgrade to Lawson Version 10, add applications for talent acquisition and budgeting, and migrate to a hosted environment. The migration plan was necessary because the Lawson infrastructure had grown very complex spanning several technology platforms that require integration and maintenance. The vendor partner explained that implementing Version 10 (and subsequently Version 11) in Infor's hosted environment would allow UMMC to rely on Infor's expert resources to successfully maintain the platform, enabling DIS staff to focus on improving functionality for its core customers.

Unfortunately, Infor was not able to successfully implement the talent acquisition and budgeting applications UMMC purchased. Neither application had the stated and required functionality nor was the budgeting software stable. Infor was able to offer a separate solution for talent acquisition, but UMMC was left without a budgeting application. Additionally, the 6-month upgrade to Version 10 was cancelled by UMMC after 9 months due to concerns with the Infor Implementation Team's performance and the anticipated level of customer service after go-live.

Based on the experience and overall performance with the upgrades, UMMC has had a significant erosion in trust in Infor and its ability to maintain its software. The marketplace has reacted similarly causing a decrease in ratings from at least two industry leading analysts, Gartner and KLAS. UMMC has thus decided that it is in its best interest to search for a new solution.

EXHIBIT 4

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Student Information Systems

In July 2008, the University of Mississippi (UM) and UMMC entered into an agreement by which UM would host UMMC's student information system (SIS). A letter outlined an understanding between the two entities with inherent costs based on a five-year project plan and had an end date of June 30, 2012. It was extended in March 2012 and again June 30, 2017 (termination with notification included).

Although the partnership with UM has worked well, UMMC is dissatisfied with SAP's commitment to its SIS. The application has not been significantly upgraded since 2007. Because SAP did not achieve the market penetration it had hoped for (there are only 3 other universities using its SIS), the application cannot support trends that will eventually be the norm in health education such as competency-based education and flexible program start dates. Additionally, SAP has never had an integrated Student Financial Aid application, which led to UMMC acquiring Sigma's ProSam application for that purpose. Sigma has not significantly upgraded its application during the time UMMC has been a customer. As business practices evolve UMMC has paid ProSam for custom development to the system. Even with this customization, many of the current business practices remain manual processes.

The aforementioned internal audit by the IHL in 2016 stated that the data integration between ProSam and SAP causes system posting errors and inappropriate corrections which leads to incorrect student aid being provided to students and poor reporting of activities. All of this requires significant maintenance for UMMC staff in the Financial Aid office and in DIS.

PROPOSED SOLUTION

The purpose of this request is to replace the software applications listed in the table above with Workday's ERP and SIS solutions. This will be a multi-phase implementation conducted by Sierra-Cedar beginning with Human Resources, Payroll and Financials, then Supply Chain, and Student (SIS). Workday's ERP and SIS solutions are anticipated to provide UMMC's staff and students with a fully integrated and user-friendly experience. Maintenance of the system will also be much simpler because the applications will be hosted by Workday and Workday will provide all infrastructure and upgrades on a scheduled basis at no additional cost.

UMMC is requesting the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support, and the purchase of software, hosting, and training from Workday, Inc.

PROJECT GOALS AND OBJECTIVES

- To have a fully integrated ERP and SIS in one application, on a single platform
- To achieve significant operational improvements in administrative services, making them more customer friendly and efficient
- To have a system that relies on configuration rather than custom programming
- To build a governance model at UMMC that will coordinate operational and technical decisions during implementation and thereafter
- To improve business practices where applicable based on best practices

CRITICAL SUCCESS FACTORS

- Workday and Sierra-Cedar must provide an implementation team that has operational and technical expertise. Each member of the implementation team must have significant experience with Workday implementations.

EXHIBIT 4

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- UMMC's governance model must be willing to make significant operational and technical decisions in a timely manner and embrace the organizational changes that come from their decisions. The governance group must reinforce the organization's use of the Workday best practice workflows.

RISKS

- Technical support risk: the risk of relying on a vendor to support the infrastructure and the application. Workday's hosted model requires that all active customers are on the same version and take version upgrades at the same time.
- Implementation risk: the timeline for this effort is aggressive and will require an organizational commitment to provide adequate resource availability and nimble governance.

COLLABORATION

- Similar to the User Group model emphasized by Epic, the Workday client model encourages collaboration between client organizations across all businesses and the sharing of ideas and system configurations to improve operational efficiencies.
- A guiding principle of this implementation is to align the business practices of UMMC to industry best practice.
- If they so choose, UM can count on UMMC to work with them to facilitate the procurement of the Workday SIS module for use at the Oxford campus as well.

IMPACT IF NO ACTION TAKEN

Sunset Infor/Lawson V9 – UMMC would have to go to Infor/Lawson V10 at significant cost without receiving appreciable improved functionality. Additionally, V11 is the latest release, but it is a significant rewrite of the platform with very few early adopters, meaning less live sites finding bugs and system issues.

At best, UMMC would be able to maintain current functionality of the system, but would be limited in its ability to improve business processes for the organization. The organization will continue to operate on a SIS that is not integrated with key business systems at the organization.

TECHNICAL ENVIRONMENT AND HOSTING

The Workday solution is a cloud-based, multi-tenant solution that will not require additional hardware purchases at UMMC to implement. None of Workday's 1,800+ clients have a local installation of this system, nor do they house it in a separate, off-site data center of their own. As such, the pricing information below will reflect the Full Service Equivalent (FSE), subscription-based model that Workday uses to price their product(s).

INFORMATION TECHNOLOGY SECURITY

Workday's security was reviewed by UMMC's interim Chief Information Security Officer, Chief Compliance Officer and Meditology (UMMC's contracted IT security consultant). It meets with UMMC's Cloud Services Policy, which incorporates the State of Mississippi Enterprise Security Policy.

EXHIBIT 4

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FUNDING

UMMC will provide funding for this initiative through cash on hand from operations of the Medical Center. No grant or federal funds will be used, nor will there be a charge-back to customers who use the system.

PROJECT COST / RESOURCE ESTIMATE SUMMARY

Employee and Student Count Details (Full Service Equivalent – FSE)			
Category – Employee	Number	Worker to FSE Conversion	FSE
Full Time	8,568	100%	8,568
Part-time	1,429	25%	358
Associates	3,155	12.5%	395
Total:	13,152		9,321
Category – Student	Number	Student to FSE	FSE
Students reported to IPEDS	1,968	100%	1,968
Students NOT reported to Integrated Postsecondary Education Data System (IPEDS)	0	25%	0
Total:	1,968		1,968
IPEDS: Integrated Postsecondary Education Data System Full Time: scheduled 20+ hours per week regardless of method of payment, actual hours worked, or benefits eligibility Part-time: scheduled for 20 or less hours per week regardless of method of payment, actual hours worked, or benefits eligibility			

Current Request

With approval of this request, the Total 5-year Life Cycle Cost will be:

	Workday	Sierra-Cedar
Subscription Fees	\$10,249,220.00	
Delivery Assurance – Fixed Fee	\$365,055.00	
Training	\$309,532.00	
Implementation of HCM/Payroll/Financials (Designated plus potentials)		\$6,829,988.00
Implementation of Student (Designated plus potentials)		\$7,465,110.00
Total	\$10,923,807.00	\$14,295,098.00
Grand Total	\$25,218,905.00	

EXHIBIT 4

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Total Life Cycle Cost by Year

Year	Description	Amount	Cumulative Total
Year 1	Annual Subscription Fees (to be paid in two equal installments)	\$2,049,844.00	\$2,049,844.00
	Services (HCM)	\$3,191,089.00	\$5,240,933.00
	Workday Training	\$170,892.00	\$5,411,825.00
Year 2	Annual Subscription Fees	\$2,049,844.00	\$7,461,669.00
	Services (FIN/SC)	\$3,638,899.00	\$11,100,568.00
	Workday Training	\$34,660.00	\$11,135,228.00
	Workday Delivery Assurance Fee	\$365,055.00	\$11,500,283.00
Year 3	Annual Subscription Fees	\$2,049,844.00	\$13,550,127.00
	Services (Student)	\$3,732,555.00	\$17,282,682.00
	Workday Training	\$34,660.00	\$17,317,342.00
Year 4	Annual Subscription Fees	\$2,049,844.00	\$19,367,186.00
	Services (Student)	\$3,732,555.00	\$23,099,741.00
	Workday Training	\$34,660.00	\$23,134,401.00
Year 5	Annual Subscription Fees	\$2,049,844.00	\$25,184,245.00
	Services	All modules live, no services needed	
	Workday Training	\$34,660.00	\$25,218,905.00
Current Request			\$25,218,905.00

UMMC has negotiated a 5-year price hold for subscription and implementation services for Planning, Time Tracking, Learning, Prism Analytics and Projects. UMMC may exercise the option in the contract to implement these modules at any time during the initial 5-year contract.

COST BENEFIT ANALYSIS / RETURN ON INVESTMENT

Quantitative Benefits

Workday will replace several current applications and infrastructure that UMMC currently maintains at a cost of \$1.9m annually. The largest items of annual savings are \$1.325 million for Infor/Lawson, \$330k for SAP/ProSam, and \$136k for Halogen.

Qualitative Benefits

Workday has algorithms and predictive modeling tools that can be used to track and analyze the benefits that their customers receive and use that information to anticipate the benefits to UMMC. They include the following:

- UMMC operational and IT staff will be able to focus on continually improving business processes instead of on maintaining and upgrading software.

EXHIBIT 4

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- Through an interface between Workday and a time and attendance system, Chipotle was able to improve the way it analyzes data to quickly uncover discrepancies in employee time records and reduce overtime payments on each pay cycle.
- CityMD is using financial reports to track vendor spend and improve contract consolidation and negotiation.
- Workday customers have seen their supplier spend improved as well – Shelter Insurance saves almost \$900k per year, and CityYear experienced a 90% simplification of their supplier data set.

ALTERNATIVES TO THE PROPOSED SOLUTION

Other Options Considered	Reasons for Rejecting Alternative Solution
Option 1: Migrate to Infor/Lawson v10	This option was pursued in 2015 and Infor/Lawson was not able to deliver the upgrade on time or on budget, so UMMC put the project on hold.
Option 2: Migrate to Infor/Lawson v11	This is the latest version of the Infor/Lawson product and has very few early adopters. A large academic medical center has budgeted \$9 million for their 18-month implementation of V11 (HR, Supply Chain and Finance).
Option 3: Maintain Status Quo	If the system were to remain as it is, the organization would not be able to pay any employees after 1/1/2019. Finance and Payroll will not be supported by Infor/Lawson, thus exposing UMMC to operational or security vulnerabilities.

EXHIBIT 5

January 18, 2018

Memorandum

To: Craig P. Orgeron, Ph.D.

Date: December 14, 2017

Re: Recommendation for Project Number 43930 to utilize the City and County of Denver, Colorado RFP No. 7241 for the acquisition of Workday software, support, and implementation for the **UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (UMMC)**

I. BACKGROUND

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EXHIBIT 5

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UMMC has prepared the attached Business Case in support of this request.

III. RECOMMENDATION

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IV. SOURCE OF FUNDS

Funding will be provided by UMMC.

Jill Chastant
Technology Consultant

Attachment: Business Case for IT Projects

EXHIBIT 5

January 18, 2018

BUSINESS CASE FOR IT PROJECTS

PROJECT IDENTIFICATION

Agency/Division	University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS)
Project Manager	Al Faulk
Project Number and Name	43930 Enterprise Resource Planning (ERP)

CURRENT SITUATION / BUSINESS NEED FOR THE PROJECT

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by the Institutions' schools, hospitals, research facilities and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives.

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Infor/Lawson Mobile Supply Chain Management	Receiving, inventory
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Allscripts/EPSt	Budgeting
MHC	Check printing, W2 distribution
Halogen Systems	Employee Performance Reviews
PeopleAdmin	Recruiting
BSI Tax Factory	Tax regulatory updates
SAP/SLCM	Student administration, student records, student accounting.
ProSam/Sigma	Student Financial Aid
Academic Works	Scholarship management
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(please note that we will refer to "Infor" as the vendor of the "Lawson" ERP product)

The variety of systems has led to several operational and technical concerns. Operationally, the nature of the systems has led to a reluctance to modernize business processes because the software is inflexible or non-functional. Two examples:

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January 18, 2018

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Student Information Systems

In July 2008, the University of Mississippi (UM) and UMMC entered into an agreement by which UM would host UMMC's student information system (SIS). A letter outlined an understanding between the two entities with inherent costs based on a five-year project plan and had an end date of June 30, 2012. It was extended in March 2012 and again June 30, 2017 (termination with notification included).

Although the partnership with UM has worked well, UMMC is dissatisfied with SAP's commitment to its SIS. The application has not been significantly upgraded since 2007. Because SAP did not achieve the market penetration it had hoped for (there are only 3 other universities using its SIS), the application cannot support trends that will eventually be the norm in health education such as competency-based education and flexible program start dates. Additionally, SAP has never had an integrated Student Financial Aid application, which led to UMMC acquiring Sigma's ProSam application for that purpose. Sigma has not significantly upgraded its application during the time UMMC has been a customer. As business practices evolve UMMC has paid ProSam for custom development to the system. Even with this customization, many of the current business practices remain manual processes.

The aforementioned internal audit by the IHL in 2016 stated that the data integration between ProSam and SAP causes system posting errors and inappropriate corrections which leads to incorrect student aid being provided to students and poor reporting of activities. All of this requires significant maintenance for UMMC staff in the Financial Aid office and in DIS.

PROPOSED SOLUTION

The purpose of this request is to replace the software applications listed in the table above with Workday's ERP and SIS solutions. This will be a multi-phase implementation conducted by Sierra-Cedar beginning with Human Resources, Payroll and Financials, then Supply Chain, and Student (SIS). Workday's ERP and SIS solutions are anticipated to provide UMMC's staff and students with a fully integrated and user-friendly experience. Maintenance of the system will also be much simpler because the applications will be hosted by Workday and Workday will provide all infrastructure and upgrades on a scheduled basis at no additional cost.

UMMC is requesting the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support, and the purchase of software, hosting, and training from Workday, Inc.

PROJECT GOALS AND OBJECTIVES

- To have a fully integrated ERP and SIS in one application, on a single platform
- To achieve significant operational improvements in administrative services, making them more customer friendly and efficient
- To have a system that relies on configuration rather than custom programming
- To build a governance model at UMMC that will coordinate operational and technical decisions during implementation and thereafter
- To improve business practices where applicable based on best practices

CRITICAL SUCCESS FACTORS

- Workday and Sierra-Cedar must provide an implementation team that has operational and technical expertise. Each member of the implementation team must have significant experience with Workday implementations.

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- UMMC's governance model must be willing to make significant operational and technical decisions in a timely manner and embrace the organizational changes that come from their decisions. The governance group must reinforce the organization's use of the Workday best practice workflows.

RISKS

- Technical support risk: the risk of relying on a vendor to support the infrastructure and the application. Workday's hosted model requires that all active customers are on the same version and take version upgrades at the same time.
- Implementation risk: the timeline for this effort is aggressive and will require an organizational commitment to provide adequate resource availability and nimble governance.

COLLABORATION

- Similar to the User Group model emphasized by Epic, the Workday client model encourages collaboration between client organizations across all businesses and the sharing of ideas and system configurations to improve operational efficiencies.
- A guiding principle of this implementation is to align the business practices of UMMC to industry best practice.
- If they so choose, UM can count on UMMC to work with them to facilitate the procurement of the Workday SIS module for use at the Oxford campus as well.

IMPACT IF NO ACTION TAKEN

Sunset Infor/Lawson V9 – UMMC would have to go to Infor/Lawson V10 at significant cost without receiving appreciable improved functionality. Additionally, V11 is the latest release, but it is a significant rewrite of the platform with very few early adopters, meaning less live sites finding bugs and system issues.

At best, UMMC would be able to maintain current functionality of the system, but would be limited in its ability to improve business processes for the organization. The organization will continue to operate on a SIS that is not integrated with key business systems at the organization.

TECHNICAL ENVIRONMENT AND HOSTING

The Workday solution is a cloud-based, multi-tenant solution that will not require additional hardware purchases at UMMC to implement. None of Workday's 1,800+ clients have a local installation of this system, nor do they house it in a separate, off-site data center of their own. As such, the pricing information below will reflect the Full Service Equivalent (FSE), subscription-based model that Workday uses to price their product(s).

INFORMATION TECHNOLOGY SECURITY

Workday's security was reviewed by UMMC's interim Chief Information Security Officer, Chief Compliance Officer and Meditology (UMMC's contracted IT security consultant). It meets with UMMC's Cloud Services Policy, which incorporates the State of Mississippi Enterprise Security Policy.

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FUNDING

UMMC will provide funding for this initiative through cash on hand from operations of the Medical Center. No grant or federal funds will be used, nor will there be a charge-back to customers who use the system.

PROJECT COST / RESOURCE ESTIMATE SUMMARY

Employee and Student Count Details (Full Service Equivalent – FSE)			
Category – Employee	Number	Worker to FSE Conversion	FSE
Full Time	8,568	100%	8,568
Part-time	1,429	25%	358
Associates	3,155	12.5%	395
Total:	13,152		9,321
Category – Student	Number	Student to FSE	FSE
Students reported to IPEDS	1,968	100%	1,968
Students NOT reported to Integrated Postsecondary Education Data System (IPEDS)	0	25%	0
Total:	1,968		1,968
IPEDS: Integrated Postsecondary Education Data System Full Time: scheduled 20+ hours per week regardless of method of payment, actual hours worked, or benefits eligibility Part-time: scheduled for 20 or less hours per week regardless of method of payment, actual hours worked, or benefits eligibility			

Current Request

With approval of this request, the Total 5-year Life Cycle Cost will be:

	Workday	Sierra-Cedar
Subscription Fees	\$10,249,220.00	
Delivery Assurance – Fixed Fee	\$365,055.00	
Training	\$309,532.00	
Implementation of HCM/Payroll/Financials (Designated plus potentials)		\$6,829,988.00
Implementation of Student (Designated plus potentials)		\$7,465,110.00
Total	\$10,923,807.00	\$14,295,098.00
Grand Total	\$25,218,905.00	

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Total Life Cycle Cost by Year

Year	Description	Amount	Cumulative Total
Year 1	Annual Subscription Fees (to be paid in two equal installments)	\$2,049,844.00	\$2,049,844.00
	Services (HCM)	\$3,191,089.00	\$5,240,933.00
	Workday Training	\$170,892.00	\$5,411,825.00
Year 2	Annual Subscription Fees	\$2,049,844.00	\$7,461,669.00
	Services (FIN/SC)	\$3,638,899.00	\$11,100,568.00
	Workday Training	\$34,660.00	\$11,135,228.00
	Workday Delivery Assurance Fee	\$365,055.00	\$11,500,283.00
Year 3	Annual Subscription Fees	\$2,049,844.00	\$13,550,127.00
	Services (Student)	\$3,732,555.00	\$17,282,682.00
	Workday Training	\$34,660.00	\$17,317,342.00
Year 4	Annual Subscription Fees	\$2,049,844.00	\$19,367,186.00
	Services (Student)	\$3,732,555.00	\$23,099,741.00
	Workday Training	\$34,660.00	\$23,134,401.00
Year 5	Annual Subscription Fees	\$2,049,844.00	\$25,184,245.00
	Services	All modules live, no services needed	
	Workday Training	\$34,660.00	\$25,218,905.00
Current Request			\$25,218,905.00

UMMC has negotiated a 5-year price hold for subscription and implementation services for Planning, Time Tracking, Learning, Prism Analytics and Projects. UMMC may exercise the option in the contract to implement these modules at any time during the initial 5-year contract.

COST BENEFIT ANALYSIS / RETURN ON INVESTMENT

Quantitative Benefits

Workday will replace several current applications and infrastructure that UMMC currently maintains at a cost of \$1.9m annually. The largest items of annual savings are \$1.325 million for Infor/Lawson, \$330k for SAP/ProSam, and \$136k for Halogen.

Qualitative Benefits

Workday has algorithms and predictive modeling tools that can be used to track and analyze the benefits that their customers receive and use that information to anticipate the benefits to UMMC. They include the following:

- UMMC operational and IT staff will be able to focus on continually improving business processes instead of on maintaining and upgrading software.

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- Through an interface between Workday and a time and attendance system, Chipotle was able to improve the way it analyzes data to quickly uncover discrepancies in employee time records and reduce overtime payments on each pay cycle.
- CityMD is using financial reports to track vendor spend and improve contract consolidation and negotiation.
- Workday customers have seen their supplier spend improved as well – Shelter Insurance saves almost \$900k per year, and CityYear experienced a 90% simplification of their supplier data set.

ALTERNATIVES TO THE PROPOSED SOLUTION

Other Options Considered	Reasons for Rejecting Alternative Solution
Option 1: Migrate to Infor/Lawson v10	This option was pursued in 2015 and Infor/Lawson was not able to deliver the upgrade on time or on budget, so UMMC put the project on hold.
Option 2: Migrate to Infor/Lawson v11	This is the latest version of the Infor/Lawson product and has very few early adopters. A large academic medical center has budgeted \$9 million for their 18-month implementation of V11 (HR, Supply Chain and Finance).
Option 3: Maintain Status Quo	If the system were to remain as it is, the organization would not be able to pay any employees after 1/1/2019. Finance and Payroll will not be supported by Infor/Lawson, thus exposing UMMC to operational or security vulnerabilities.

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**PROJECT NUMBER 43994
SUPPLEMENT TO
MASTER SOFTWARE LICENSE AND SERVICE AGREEMENT
BETWEEN
ELLUCIAN COMPANY L.P.
(SUCCESSOR BY ASSIGNMENT TO SUNGARD HIGHER EDUCATION INC.
AND ALSO FORMERLY KNOWN AS SUNGARD SCT, INC. AND
SCT SOFTWARE & RESOURCE MANAGEMENT CORP)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
MISSISSIPPI VALLEY STATE UNIVERSITY**

This document (hereinafter referred to as "Supplement") shall serve as a Supplement to the original Master Software License and Service Agreement (hereinafter referred to as "Master Agreement") executed on May 21, 1998, between Ellucian Company L.P., formerly known as "SunGard SCT, Inc." and SCT Software & Resource Management Corporation, and "SunGard" (hereinafter referred to as "Licensor" and/or "Ellucian"), and Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi. It is understood by the parties that ITS is executing this Supplement on behalf of Mississippi Valley State University (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

WHEREAS, the Licensee desires to acquire the Technical Currency Services as specified herein;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

- 1) This Supplement will become effective on the date it is signed by all parties ("Effective Date") and will continue in effect until June 30, 2024 unless terminated pursuant to Article 14 of the Master Agreement. Licensor agrees to provide the Technical Currency Services in accordance with Article 32 of the Master Agreement.
- 2) Licensor agrees to provide Licensee with Technical Currency Services for the Licensed Software identified in the Licensee Order Form, which is attached hereto as Exhibit A and incorporated herein by reference, and at the fees and for the periods set forth therein.
- 3) Licensor represents and warrants that 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. Licensor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Supplement and ineligibility for any state or public contract in

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Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4) The parties understand and agree that all terms and conditions set forth in the Master Agreement are incorporated herein by reference and that this acquisition is subject to and controlled by the terms and conditions set forth in the Master Agreement.

5) All other provisions in the underlying Master Agreement shall remain unchanged.

For the faithful performance of the terms of this Supplement, the parties have caused this Supplement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Valley State
University**

Ellucian Company L.P.

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

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EXHIBIT A MISSISSIPPI LICENSE ORDER FORM TECHNICAL CURRENCY SERVICES

Licensee: Mississippi Valley State University (“Licensee”)

Delivery Address: 14000 Highway 82 West, Itta Bena, MS 38941

Licensee is hereby obtaining Technical Currency Services for the Licensed Software listed below pursuant to the Master Software License and Services Agreement between Ellucian and ITS as Contracting Agent for the Agencies and Institutions of the State of Mississippi dated May 21, 1998 (the “Master Agreement”). The fees due hereunder shall be in addition to any fees due under any prior Order Form, Amendment or Agreement entered into between Ellucian and either ITS or the Board of Trustees of the Mississippi Institutions of Higher Learning.

TABLE 1: Technical Currency Services (Maintenance):

Technical Currency Year Begins/Ends: July 1/June 30

Technical Currency Expiration Date: June 30, 2024

Time Period:	February 1, 2018 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
Maintenance Paid in Arrears							
Banner Student	\$15,615.00	\$38,975.00	\$40,534.00	\$42,155.00	\$43,842.00	\$45,595.00	\$47,419.00
Banner Student Self-Service	\$5,007.00	\$12,497.00	\$12,997.00	\$13,517.00	\$14,057.00	\$14,619.00	\$15,204.00
Banner Faculty and Advisor Self-Service	\$4,000.00	\$9,984.00	\$10,384.00	\$10,799.00	\$11,231.00	\$11,680.00	\$12,147.00
Banner Financial Aid	\$13,913.00	\$34,727.00	\$36,116.00	\$37,561.00	\$39,063.00	\$40,626.00	\$42,251.00
Banner Financial Aid Self-Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CSS Profile for Financial Aid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Financial Aid FM Need Analysis	\$1,242.00	\$3,100.00	\$3,224.00	\$3,353.00	\$3,487.00	\$3,626.00	\$3,771.00
Banner Finance	\$15,615.00	\$38,975.00	\$40,534.00	\$42,155.00	\$43,842.00	\$45,595.00	\$47,419.00
Banner Finance Self-Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Human Resources	\$12,870.00	\$32,123.00	\$33,408.00	\$34,744.00	\$36,134.00	\$37,579.00	\$39,083.00
Banner Employee Self-Service	\$5,007.00	\$12,497.00	\$12,997.00	\$13,517.00	\$14,057.00	\$14,619.00	\$15,204.00

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Time Period:	February 1, 2018 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
Banner Advancement	\$5,193.00	\$12,961.00	\$13,479.00	\$14,018.00	\$14,579.00	\$15,162.00	\$15,769.00
Banner Advancement Self-Service	\$2,709.00	\$6,761.00	\$7,032.00	\$7,313.00	\$7,605.00	\$7,910.00	\$8,226.00
EDI Smart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Workflow	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:	\$81,171.00	\$202,600.00	\$210,705.00	\$219,132.00	\$227,897.00	\$237,011.00	\$246,493.00
Total Maintenance Cost:							\$1,425,009.00

NOTES TO TABLE 1:

¹ Indicates the Component System is owned by a third party.

NOTES:

The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the “Maintenance Standards”) relating to the provision of Maintenance for each Component System are described in the applicable Maintenance Standards stated below.

The Technical Currency (Maintenance) amounts specified in Table 1 above will be reflected by Ellucian in annual invoices in arrears. Licensee will make payment for invoices in accordance with the terms of Article 10 of the Master Agreement and penalties for late payments shall be calculated in accordance with the terms of Article 10.2 of the Master Agreement. Following the Expiration Date of the final Technical Currency Year (i.e. June 30, 2024, Technical Currency Services may be extended upon mutual written agreement of the parties, in the form of an amendment to this Supplement signed by an authorized representative of each party hereto.

Notwithstanding anything in the Master Agreement to the contrary, except in the case of: (a) a termination for cause as described in Article 14.1 or 14.2 of the Master Agreement, or (b) as the result of mutual written agreement of the parties as described in Article 14.3, or (c) a lack of appropriation of funds as described in Article 27 of the Master Agreement, the Technical Currency Term as it applies to each Baseline Component System listed in Table 1 above is for the period beginning on the Commencement Date (i.e. July 1, 2018) and shall continue, and remain in full force and effect, until the Expiration Date of the final Technical Currency Year, in accordance with its terms.

Advantage Level Maintenance Standards

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I. Defined Terms:

“Notification” means a communication to Ellucian’s ActionLine by means of: (i) Ellucian’s Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian’s then-current policies and procedures for submitting such communications.

“Priority One Call” means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

“Priority Two Call” means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

“Priority Three Call” means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

“Priority Four Call” means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance: Five (5) days per week, Monday through Friday, excluding United States holidays and Ellucian-observed holidays, from 8:00 AM to 8:00 PM (Central US Time).

III. Targeted Response Times: With respect to Ellucian’s Maintenance obligations, Ellucian will respond to Notifications from Licensee relating to the Baseline Component Systems identified in this Supplement in accordance with the following guidelines, with the time period to be measured beginning with Ellucian’s receipt of the Notification:

Priority One Calls –two (2) hours or less.

Priority Two Calls – four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes: For purposes of these targets, a “response” will mean an initial contact from an Ellucian representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian’s obligation to respond to

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Licensee, Licensee must follow the policies and procedures of Ellucian's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

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SYSTEM – APPROVAL FOR FIRST READING OF PROPOSED AMENDMENTS TO BOARD POLICY 608 INTERMEDIATE COURSES

608 INTERMEDIATE COURSES

- A. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT Mathematics subtest score of 16 or less will be required to take Intermediate ~~Algebra~~ Mathematics during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose Mathematics subtest score is 17, 18 or 19 may be required to take Intermediate ~~Algebra~~ Mathematics. Students with a minimum ACT Mathematics subtest score of 15 who have completed the ~~SREB Math Ready~~ Mississippi Department of Education approved mathematics transitional course with a grade of “80” or higher ~~regardless of ACT Mathematics subtest score~~ will not be required to take Intermediate ~~Algebra~~ Mathematics and should be enrolled in a college-level mathematics course during their first semester of enrollment.
- B. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT English subtest score of 16 or less will be required to take Intermediate English during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose English subtest score is 17, 18 or 19 may be required to take Intermediate English. Students with a minimum ACT English subtest score of 15 who have completed the ~~SREB Literacy Ready~~ Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher ~~regardless of ACT English subtest score~~ will not be required to take Intermediate English and should be enrolled in a college-level English course during their first semester of enrollment.
- C. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT Reading subtest score of 16 or less will be required to take Intermediate Reading during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose Reading subtest score is 17, 18 or 19 may be required to take Intermediate Reading. Students taking Intermediate Reading should not be permitted to take reading-intensive courses, such as History. Students with a minimum ACT Reading subtest score of 15 who have completed the ~~SREB Literacy Ready~~ Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher ~~regardless of ACT Reading subtest score~~ will not be required to take Intermediate Reading.
- D. Students taking two or more intermediate courses must enroll in the yearlong Academic Support Program or some other IHL-recognized intervention strategy to promote success in the courses in which they are not fully prepared, according to ACT subtest scores, and will not be permitted to take more than 17 semester hours.

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- E. Intermediate courses may be delivered through a corequisite model coupled with a credit bearing gateway course.
- F. Regarding course placement using an ACT subtest score, exemptions to this policy based on prior high school course performance, postsecondary course performance, or other academic experiences must be approved by the institution's Chief Academic Officer or designee.

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SYSTEM – REQUEST APPROVAL FOR FIRST READING OF NEW BOARD POLICY 714 ORIGINATION, EXPANSION, OR ACQUISITION OF BUSINESS OR HEALTHCARE ENTERPRISE

714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise

Prior to Board consideration of an institution’s request to acquire or engage in new or substantially expanded operations of a business or a healthcare facility, the institution shall promptly notify the Commissioner of such intent with sufficient time for the Commissioner to engage a Subject Matter Expert in the field of the project. Such operations may include, but are not limited to, any creation, expansion, or acquisition of a business or healthcare enterprise, business-type functions of institutional auxiliaries or proprietary operations, significant strategic financial initiatives of an institution, or material financial initiatives entered into by an institution. The institution will provide the Commissioner with sufficient information to allow a determination by the Commissioner as to the projected scope of the project and its projected impact on the revenues, expenses, and indebtedness of the institution. The Commissioner shall make a determination, upon consultation with the Board, whether the potential financial characteristics of the proposed project and the financial condition of the institution requires the appointment of a Subject Matter Expert to assist the Board. If the Commissioner determines that it is appropriate to retain a Subject Matter Expert, the Expert shall be engaged by the Board through the Commissioner and shall represent solely the interests of the Board in its capacity as the fiduciary of the state university system. The Subject Matter Expert shall meet such qualifications and perform other such services as may be prescribed by the Board or the Commissioner. The requesting institution shall reimburse the Board office for all expenses incurred related to the selection and engagement of the Subject Matter Expert. Payment of the Subject Matter Expert shall not be contingent on any outcome other than contractual performance as an impartial advisor. The Subject Matter Expert shall review the underlying business and market assumptions of the proposed project, evaluate historical financial information, consider current and future market conditions in the field of the project, evaluate pro forma financial information used in the decision-making process, and prepare a written analysis of these and other matters relevant for the Board’s consideration. The written analysis shall provide advice to the Board – which is independent of any advice provided by or to the institution -- as to the anticipated effect(s) of the proposed transaction and operations on the institution and the entire IHL system. The Subject Matter Expert shall make a determination, based on the analysis contained in the report, as to whether the proposed project justifies approval by the Board and explain the likely impacts and prudence of the proposed transaction.

EXHIBIT 9

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SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE NOVEMBER 16, 2017 BOARD MEETING SUBMISSION DEADLINE

NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL.

Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff until the budget increase is approved by the Board.

ALCORN STATE UNIVERSITY

1. ASU – GS 101-310 – Faculty Housing

NOTE: This is a Bureau of Building project

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Architecture South.

Approval Status & Date: APPROVED, November 8, 2017

Project Initiation Date: April 20, 2017

Design Professional: Architecture South

General Contractor: TBD

Total Project Budget: \$10,000,000.00

JACKSON STATE UNIVERSITY

2. JSU– GS 103-281 – Alexander Center Renovation-Phase II (Building A Buildout)

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$18,184.90 and zero (0) additional days to the contract of Sullivan Enterprises, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 2, 2017

Change Order Description: Change Order #3 includes the following items: add two (2) power circuits per floor.

Change Order Justification: This change was necessary to modify the existing detectors in order to report them in groups.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$131,645.75.

Project Initiation Date: February 18, 2016

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Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Sullivan Enterprises, Inc.

Total Project Budget: \$2,018,827.06

MISSISSIPPI STATE UNIVERSITY

3. **MSU– GS 105-355 – Engineering and Science Complex (Engineering Building)**

NOTE: This is a Bureau of Building project

Approval Request #1: Approval of Design Development Documents

Board staff approved the Design Development Documents as submitted by Eley Guild Hardy Architects, P.A.

Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: May 18, 2017

Design Professional: Eley Guild Hardy Architects, P.A.

General Contractor: TBD

Total Project Budget: \$34,000,000.00

4. **MSU – GS 113-145 (formerly IHL #213-142) – NWARC Roof Replacement**

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Pryor & Morrow Architects and Engineers, P.A.

Approval Status & Date: APPROVED, November 13, 2017

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, November 13, 2017

Project Initiation Date: October 21, 2016

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: TBD

Total Project Budget: \$2,000,000.00

5. **MSU – IHL 205-285A – Chilled Water Loop Upgrade**

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Cooke Douglas Farr Lemons Architects & Engineers.

Approval Status & Date: APPROVED, November 30, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Cooke Douglas Farr Lemons Architects and Engineers.

Approval Status & Date: APPROVED, November 30, 2017

Project Initiation Date: August 17, 2017

Design Professional: Cooke Douglas Farr Lemons Architects and Engineers

General Contractor: TBD

Total Project Budget: \$4,000,000.00

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MISSISSIPPI UNIVERSITY FOR WOMEN

6. MUW– GS 104-187 – Demonstration School (Turner Hall) Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$6,885,000.00 to the apparent low bidder, Amason & Associates, Inc.

Approval Status & Date: APPROVED, October 25, 2017

Project Initiation Date: June 18, 2015

Design Professional: Pryor & Morrow Architects & Engineers

General Contractor: Amason & Associates, Inc.

Total Project Budget: \$9,042,914.87

UNIVERSITY OF MISSISSIPPI

7. UM– GS 107-308 – Union Addition & Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #10

Board staff approved Change Order #10 in the amount of \$284,401.00 and twenty-five (25) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 15, 2017

Change Order Description: Change Order #10 includes the following items: provided raceways for the revised/added access control devices; changed the location of the dumpster, bollards and electrical service to the west side of the service drive; modified the edges of the floor slabs at stair #5 with minor saw-cutting & removal of structural steel & concrete slab edge, and rework of the storm piping at the top of the stair shaft; changed the standard polymer tile grout to epoxy grout at the bathroom floors; provided data raceways & power to the video board matrix; added two (2) nyloplast storm inlets & related piping outside stair #5 & #6; added six (6) total card readers at two elevators, including devices, wire and set up; revised the connection to the circuits of 120v in lieu of the designed 277v bathroom cove light fixtures; performed additional asbestos abatement in phase 3 under the topping slab and floor tile; provided telecom manhole racks; and twenty-five (25) days to the contract.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Ten (10) change orders for a total amount of \$2,080,062.00.

Project Initiation Date: August 18, 2011

Design Professional: Eley Guild Hardy Architects – Jackson, P.A.

General Contractor: Roy Anderson Corporation

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Phased Project Budget: \$58,574,658.79

Total Project budget: \$58,900,000.00

8. UM– GS 107-308.2 Union Addition & Renovation – C101 Qdoba Buildout

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$5,918.00 and ninety (90) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 13, 2017

Change Order Description: Change Order #1 includes the following items: added new hot water heater and electrical service at the added hand sink; disconnected & relocated the ice machine to level 3; and ninety days (90) to the contract.

Change Order Justification: These changes are due to the late issuance of the contract resulting in the addition of seventy-one (71) days to the contract and nineteen (19) days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$5,918.00.

Project Initiation Date: November 15, 2012

Design Professional: Eley Guild Hardy Architects - Jackson P.A.

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$133,028.16

Total Project Budget: \$58,900,000.00

9. UM– IHL 207-383 – Gillom Sports Center Renovation

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of \$7,031.46 and twenty-three (23) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, November 20, 2017

Change Order Description: Change Order #7 includes the following items: credit for deletion of all motion sensors and push to exit buttons; installation of an owner-supplied extension sleeve to the existing fire hydrant on the northwest corner of the building; additional conduit rough-ins for the owner-supplied signage; added an exterior grade lay-in ceiling with insulation to the soccer storage room; filled in the voids in the attack lines and center lines of the volleyball court; credit for deletion of rubber treads, risers and landings at the main stair next to the elevator; removed the “tick” marks at all four corners of the volleyball court; added conduits to the middle of the court for a scorer’s table; reconciliation of the floor patch allowance; credit to accept the 1” sports floor as installed; and twenty-three (23) days to the contract.

Change Order Justification: These changes are due to latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of \$244,442.88.

Project Initiation Date: June 19, 2014

Design Professional: Pryor & Morrow Architects and Engineers

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General Contractor: Zellner Construction Services, LLC

Total Project Budget: \$13,800,000.00

10. UM – IHL 207-415 – Golf Practice Facility Renovation

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on November 15, 2017 to approve the budget increase from \$500,000.00 to \$3,198,000.00, an increase of \$2,698,000.00.

Interim Approval Status & Date: APPROVED, November 15, 2017

Project Initiation Date: February 18, 2016

Design Professional: Pryor & Morrow Architects & Engineers

General Contractor: TBD

Total Project Budget: \$3,198,000.00

11. UM – IHL 207-415 – Golf Practice Facility Renovation

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Pryor & Morrow Architects & Engineers.

Approval Status & Date: APPROVED, November 20, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Pryor & Morrow Architects & Engineers.

Approval Status & Date: APPROVED, November 20, 2017

Project Initiation Date: August 17, 2017

Design Professional: Pryor & Morrow Architects & Engineers

General Contractor: TBD

Total Project Budget: \$3,198,000.00

12. UM – IHL 207-423 – Jackson Avenue Center Phase III – Swing Space

Approval Request #1: Change Order #5R

Board staff approved Change Order #5R in the amount of \$8,184.00 and zero (0) additional days to the contract of Murphy & Sons, Inc.

Approval Status & Date: APPROVED, October 25, 2017

Change Order Description: Change Order #5R includes the following items: added two (2) new light fixtures in the area next to the skylight; added six (6) type 4 can fixtures at the neighborhood entrances & repaired the drywall; added two (2) layers of drywall to a wall; major floor repairs in the existing slab; added three (3) slot diffusers; revised the interior signage; electrical work was performed on the doors for access controls; added electrical and data for digital signage; installed blocking, repaired the drywall and repainted the wall; added four (4) type 15 can light fixtures in two areas; patched and repainted drywall damage; and repainted the ceiling clouds in two areas.

Change Order Justification: These changes are due to changes in requirements or recommendations by government agencies; errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

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Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$99,357.00.

Project Initiation Date: September 2, 2016

Design Professional: Shafer & Associates, PLLC

General Contractor: Murphy & Sons, Inc.

Total Project Budget: \$3,800,000.00

13. UM– IHL 207-425 Crosby Hall Boiler Replacement

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$8,467.00 and zero (0) additional days to the contract of Tri Star Mechanical Contractors, Inc.

Approval Status & Date: APPROVED, November 15, 2017

Change Order Description: Change Order #1 includes the following items: performed a chemical cleaning/flushing of heat exchanger 1 and 2; flushed the domestic water side and heating water side; and repaired two (2) leaks on the heating water and domestic water piping using copper and wrapped with fiberglass insulation.

Change Order Justification: These changes are due to the latent job site conditions.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$8,467.00.

Project Initiation Date: September 15, 2016

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: Tri Star Mechanical Contractors, Inc.

Total Project Budget: \$1,100,000.00

14. UM – IHL 207-436 Kinard Water Treatment Replacement

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Engineering Solutions Inc.

Approval Status & Date: APPROVED, November 13, 2017

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, November 13, 2017

Project Initiation Date: June 15, 2017

Design Professional: Engineering Solutions, Inc.

General Contractor: TBD

Total Project Budget: \$1,100,000.00

15. UM – IHL 207-438 – Deaton and Hefley Hall Elevator Refurbishment

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, November 29, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Corbett Legge & Associates, PLLC.

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Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: November 16, 2017

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,150,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

16. UMMC– GS 109-210 (GC-001) – School of Medicine

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #16

Board staff approved Change Order #16 in the amount of \$328,138.00 and zero (0) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #15 includes the following items: credit for University Drive road revisions; installed quazite boxes for the receptacles in the courtyard planters; installed air flow measuring stations in the supply and return ducts for each air handling unit; repaired the terrazzo seal that was damaged when installed; replaced the copper rubber base at the black wall covering the café with terrazzo base; additional elbows for the boiler vents; installed limestone in lieu of select fill in the excavated areas; installed area of refuge signage; installed a controller and panel for the added med gas alarms; installed twenty-four (24) end switches on the air handling unit fan isolation damper shafts; replaced the installed galvanized bollards with new stainless steel bollards; removed the existing concrete in the northwest corner of the north parking lot; graded and installed 6” of asphalt; removed the existing panics on the exterior aluminum doors that are tied to the smoke evacuation system and installed dummy panics; added magnetic locks to a door; removed the construction cylinders on all glass doors to group study/conference rooms and installed blank cylinders; removed the locks on the communication room doors and installed blank cylinders.

Change Order Justification: These changes are due to errors & omissions in the plans & specifications; latent job site conditions; and user/owner requested modifications.

Approval Request #2: Change Order #17

Board staff approved Change Order #15 in the amount of \$120,777.00 and zero (0) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #17 includes the following items: revised the southeast corner of the north parking lot which provided two (2) handicap parking spaces; provided UMMC requested additions/revisions on the ground and third floors; removed and replaced Hunter Douglas specialty ceiling tiles for installation of UMMC’s wireless access point (WAP) equipment; added two (2) stop signs and stop bars on the pavement at the intersection of Peachtree Road and West University Drive; installed BAC network controller to the roller shades; added Hunter Douglas specialty ceiling trim

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at the HVAC diffusers; repaired the damaged gas line; and installed stainless steel edge plates at the ends of the concrete paver bands of the north plaza emergency roadway.

Change Order Justification: These changes are due to errors and omissions in the plans & specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Seventeen (17) change orders for a total amount of \$1,960,142.00.

Project Initiation Date: June 16, 2011

Design Professional: Cooke Douglas Farr Lemons + Eley Guild Hardy – A Joint Venture

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$65,742,205.00

Total Project Budget: \$66,000,000.00

17. UMMC – IHL 209-544 – Translational Research Center

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of \$214,049.89 and zero (0) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #7 includes the following items: added primer & paint for concrete floors; added corner guards at the first floor, west wing; revised the door hardware to the penthouse stair door; installed a booster pump at the penthouse; added a railing at the steam generator; added convenience lighting at the bulk sterilizer; credit for SE drive gate feed and communication; changed the location of the irrigation controller; added required electrical items at the elevator; added cabling; changes made to the sidewalk/American Disabilities Act (ADA) parking lot; fabricated & installed trim for the cage washer; added twelve (12) strand fiber for the alarm; added a French drain at the south sidewalk; added two (2) crepe myrtles at the construction entrance; provided eleven (11) stainless steel, removable bollards; added two (2) return air grilles; added carpet in three (3) rooms on the 3rd floor; electrical revisions done on the 3rd floor; added data for the basement and 4th floor furniture connections; added a visual device at the 1st floor; added receptacles for the lab gas cabinets; added lab gas regulators & connectors on the 4th floor; provided nitrogen vacuum for the gas cabinets; and added acoustical closure at the round columns.

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Seven (7) change orders for a total credit amount of \$395,566.81.

Project Initiation Date: November 17, 2011

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Co., Inc.

Phased Project Budget: \$44,259,496.98

Total Project Budget: \$50,572,743.00

18. UMMC – IHL 209-558 – MS Integrated Public Safety Communications Center

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Gensler

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Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: March 16, 2017

Design Professional: Gensler

General Contractor: TBD

Total Project Budget: \$9,699,114.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

19. USM– GS 110-097 – Campus Repairs & Renovations

NOTE: This is a Bureau of Building project

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,707,500.00 to the apparent low bidder, J.W. Puckett & Company, Inc.

Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: October 15, 2015

Design Professional: Allred Architectural Group

General Contractor: J.W. Puckett & Company, Inc.

Total Project Budget: \$2,000,000.00

EDUCATION AND RESEARCH CENTER

20. ERC– GS 111-053 – Primary Electrical Replacement

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the credit amount of \$215,000.00 and zero (0) additional days to the contract of Moses Electric, Inc.

Approval Status & Date: APPROVED, October 18, 2017

Change Order Description: Change Order #1 includes the following items: deleted the second primary feed (underground) on Eastover Drive; provided a new primary electrical service from the overhead high voltage power service; added new power poles; added a new underground primary service; and two (2) transformers were installed by Entergy.

Change Order Justification: These changes are due to latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of \$215,000.00.

Project Initiation Date: September 17, 2015

Design Professional: Atherton consulting Engineers, Inc.

General Contractor: Moses Electric, Inc.

Total Project Budget: \$2,000,000.00

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1. SYSTEM – REPORT OF PAYMENTS TO OUTSIDE COUNSEL

Legal fees approved for payment to outside counsel in relation to litigation and other matters:

Payment of legal fees for professional services rendered by Baker & Hostetler (statements dated 9/22/17 and 10/18/17) from the funds of Alcorn State University. Alcorn State University previously paid \$1,828.00 toward the \$5,000.00 deductible under the cyber insurance policy leaving a balance of \$3,172.00. (These statements, in the amounts of \$1,058.50 and \$3,025.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,172.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/17, 12/1/17, 12/1/17, 12/1/17 and 12/1/17) from the funds of Alcorn State University. (These statements, in the amounts of \$30.71, \$13.10, \$30.49, \$27.98 and \$23.24, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 125.52

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 10/24/17 and 11/17/17) from the funds of Mississippi State University. (These statements, in the amounts of \$100.00 and \$450.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 550.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/14/17) from the funds of Mississippi State University. (This statement, in the amount of \$13,368.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 13,368.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/17, 12/1/17 and 12/1/17) from the funds of Mississippi State University. (These statements, in the amounts of \$2,500.00, \$2,000.00 and \$466.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 4,966.00

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 12/5/17) from the funds of Mississippi State University. (This statement, in the amount of \$1,287.70, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,287.70

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Payment of legal fees for professional services rendered by Gian Franco Borio (statement dated 10/24/17) from the funds of the Mississippi University for Women. (This statement, in the amount of \$3,500.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 3,500.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/6/17) from the funds of the University of Mississippi. (This statement, in the amount of \$37,600.00, represents services and expenses in connection with the University of Mississippi Educational Building Corporation (EBC) matters.)

TOTAL DUE.....\$ 37,600.00

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 10/4/17, 11/7/17 and 11/7/17) from the funds of the University of Mississippi. (These statements, in the amounts of \$18,515.09, \$4,728.93 and \$19,590.32, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 42,834.34

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 2/1/17, 4/1/17, 9/1/17, 9/1/17, 9/1/17, 11/1/17, 11/1/17, 11/1/17, 12/1/17, 12/1/17, 12/1/17, 12/1/17 and 12/1/17) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,000.00, \$4,000.00, \$2,500.00, \$4,000.00, \$4,000.00, \$4,000.00, \$58.80, \$79.55, \$1,975.00, \$52.43, \$63.88, \$4,000.00 and \$4,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 31,229.66

Payment of legal fees for professional services rendered by Baker|Donelson (statement dated 9/12/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$1,127.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,127.00

Payment of legal fees for professional services rendered by Bradley|Arant (statements dated 11/4/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$3,356.50 and \$9,359.00, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 12,715.50

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Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/10/17, 10/10/17, 10/10/17, 10/10/17, 10/13/17, 10/19/17, 10/25/17, 11/10/17, 11/15/17, 11/15/17, 11/15/17 and 11/15/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,563.50, \$28,650.00, \$265.50, \$4,546.39, \$52,640.32, \$3,540.00, \$74,396.45, \$8,852.52, \$25.00, \$20,061.30, \$1,681.50 and \$2,215.30, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 198,437.78

Payment of legal fees for professional services rendered by Hogan|Lovells (statements dated 9/19/17, 10/13/17 and 10/24/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$8,738.30, \$5,038.20 and \$15,442.10, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 31,858.60

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 10/18/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$14,293.90, \$825.00, \$1,831.50, \$825.00, \$1,963.50, \$247.50, \$1,831.50 and \$561.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 22,378.90

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 10/5/17, 10/5/17, 10/9/17 and 10/10/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$199.42, \$678.75, \$11,944.50 and \$1,962.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 14,784.67

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 12/8/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,443.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,443.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/9/17, 10/18/17, 11/13/17, 11/14/17, 11/17/17 and 12/11/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$708.00, \$708.00, \$1,150.50, \$590.00, \$3,864.50 and \$59.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 7,080.00

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Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 11/7/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$462.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 462.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 4/1/17, 11/1/17, 11/1/17, 11/1/17, 11/1/17, 11/1/17 and 12/1/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$37.50, \$21.36, \$1,500.00, \$30.71, \$1,000.00, \$446.00 and \$30.49, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 3,066.06

Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/17/17, 10/17/17, 10/17/17, 11/17/17 and 11/21/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Fully Scalable Computer Architecture for Parallel Discrete Event” - \$1,850.00; “Method for Early Evaluation in Micropipeline Processors” - \$1,850.00; “System and Methods for Pest Reduction” - \$600.00; “System and Methods for Pest Reduction” - \$1,121.00 and “Cancer Therapeutic Use of Occidiofungin” - \$687.00, respectively.)

TOTAL DUE.....\$ 6,108.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 9/22/17, 9/22/17 and 11/16/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate” - \$130.00; “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$1,346.00 and “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate” - \$400.00, respectively.)

TOTAL DUE.....\$ 1,876.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 10/31/17, 10/31/17, 10/31/17, 11/16/17 and 11/16/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Methods of Synthesizing Graphene from a Lignin Source” - \$38.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$4,515.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$38.00; “Extruder Device” - \$578.00 and “Methods of Synthesizing Graphene from a Lignin Source” - \$38.00, respectively.)

TOTAL DUE.....\$ 5,207.00

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Payment of legal fees for professional services rendered by Armstrong|Teasdale (statements dated 10/9/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Detecting Transient Acoustic Signals” - \$39.48; “Systems and Methods for Detecting Transient Acoustic Signals” - \$450.42 and “Systems and Methods for Detecting Transient Acoustic Signals” - \$2,096.91.)

TOTAL DUE.....\$ 2,586.81

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 9/30/17 and 11/3/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Cache Mapping Technology Matter” - \$2,478.00 and “Cache Mapping Technology Matter” - \$619.50, respectively.)

TOTAL DUE.....\$ 3,097.50

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 8/17/17, 9/14/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17 and 10/24/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Selective Sigma Receptor Ligands” - \$1,155.00; “Highly Selective Sigma Receptor Ligands” - \$355.72; “Biologically Active Cannabidiol” - \$2,219.60; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$3,452.70; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$2,445.37; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$3,076.36; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$1,281.95; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$2,585.58; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$919.85; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$3,451.26; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$1,953.61; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$1,075.58 and “Biologically Active Cannabidiol” - \$7,196.15, respectively.)

TOTAL DUE.....\$ 31,168.73

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/21/17, 9/21/17, 9/21/17, 9/25/17, 9/25/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 11/16/17, 11/16/17, 11/16/17 and 11/16/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Purified Amphotericin-B” - \$1,150.00; “Indolizine-Based Donors as Organic Sensitizer Components” - \$47.50; “Use of Trans-gnetin H or Extracts Containing Genetic H as a Lactic Acid Production Inhibitor” - \$1,002.50; “High Photovoltage per Area by Sequential Series Tandem (SST)” - \$38.00; “High Photovoltage per Area by Sequential Series Tandem (SST)” - \$1,907.00; “Delivery of Medicaments to the Nail” - \$768.00; “Highly Purified Amphotericin-B” - \$847.00; “Highly Purified Amphotericin-B” - \$1,755.00; “Highly Purified Amphotericin-B” - \$953.00; “Highly Purified Amphotericin-B” - \$891.00; “Highly Purified Amphotericin-B” -

EXHIBIT 10

January 18, 2018

\$802.00; “Agents with Selective K-Opioid Receptor Affinity” - \$2,150.00; “Acoustic Instruments for Use Aquaculture” - \$2,150.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$2,088.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$719.00; “Gas Separating Membranes” - \$47.50; “High Photovoltage per Area by Sequential Series Tandem (SST)” - \$168.00; “Use of Trans-gnetin H or Extracts Containing Genetic H” - \$38.00; “Longitudinal Gait Velocity Monitoring of Older Population” - \$96.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$1,037.50; “Gas Separating Membranes” - \$540.00 and “Stabilized Formulation of Triamcinolone Acetonide” - \$38.00, respectively.

TOTAL DUE.....\$ 19,233.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/21/17, 9/21/17, 9/21/17, 9/25/17, 9/25/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 11/16/17, 11/16/17, 11/16/17, 11/16/17 and 11/16/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$28.50, \$76.00, \$38.00, \$409.00, \$252.00, \$28.50, \$1,152.00, \$19.00, \$625.00, \$38.00, \$935.00, \$941.00, \$332.50, \$38.00, \$962.00, \$836.00, \$38.00, \$795.00 and \$2,073.21, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.....\$ 9,616.71