

Board Book

March 21, 2019

MISSISSIPPI BOARD OF TRUSTEES OF STATE
INSTITUTIONS OF HIGHER LEARNING

Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

MEETINGS SCHEDULE

Health Affairs Committee | March 20, 2019, 3:00p | IHL Board Room
IHL Board Meeting | March 21, 2019, 9:00a | IHL Board Room

CALL TO ORDER INVOCATION INTRODUCTION OF GUESTS

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Trustee Ann Lamar
Trustee Shane Hooper

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**MINUTES OF THE BOARD OF TRUSTEES OF
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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 19, 2018, to each and every member of said Board, said date being at least five days prior to this February 21, 2019 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, and Dr. J. Walt Starr (by phone). Mr. Gee Ogletree was absent. The meeting was called to order by Shane Hooper, President, with Trustee Cunningham providing the invocation.

INTRODUCTION OF GUESTS

- President Hooper welcomed the Student Government Association Officers: Robert Tatum, SGA President at Alcorn State University; Mayah Emerson, SGA President at Mississippi State University; Elam Miller, SGA President of the University of Mississippi; Edgar Meyer, SGA President of the University of Mississippi Medical Center; McKenna Stone, SGA President at the University of Southern Mississippi; and Corai Jackson, SGA Vice President of the University of Southern Mississippi.
- Dr. William Bynum, President of Jackson State University, thanked Mr. Howard Merlin for his service as the Interim Chief Financial Officer at JSU this past year and introduced Dr. Darrell Burnett as the new Vice President of Business and Finance and the Chief Financial Officer at JSU.

2019 DIVERSITY AND INCLUSION AWARDS CEREMONY

President Shane Hooper noted that each year the Board observes Black History Month by celebrating the achievements and accomplishments of one individual from each state institution of higher learning who has contributed significantly to the positive advancement of diversity on his/her campus, in their community, and the state. In addition, a community leader who has greatly impacted our state and its citizens is awarded the Karen Cummins Community Service Award.

Trustee Steven Cunningham, Chair of the Diversity Committee, thanked the members of the committee for their time and effort. He gave special thanks to photographer Mr. Jay Ferchaud from the University of Mississippi Medical Center. Trustee Cunningham also recognized the universities' Chief Diversity Officers who were in attendance.

Trustee Cunningham congratulated all the nominees and presented them with a plaque for serving as role models and strong advocates for the advancement of diversity at their respective universities. The nominees were as follows:

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Dr. Cynthia Skaggs Scurria	Alcorn State University
Dr. Natasha Barnes	Delta State University
Heather A. Wilcox	Jackson State University
Dr. Mimmo Parisi	Mississippi State University
Dr. Scott Willard	Mississippi State University, Division of Agriculture, Forestry and Veterinary Medicine
Dr. Phillip Stockton	Mississippi University for Women
Deborah Purnell, M.F.A.	Mississippi Valley State University
Sandra Cox-McCarty, J.D.	University of Mississippi
Dr. Thomas V. O'Brien	University of Southern Mississippi

Trustee Cunningham announced Dr. Michael Ryan, Professor and Associate Dean for Student Affairs, School of Graduate Studies in the Health Sciences, at the University of Mississippi Medical Center, as the 2019 Diversity Educator of the Year as chosen by the IHL Board of Trustees' Diversity Committee. Next, Trustee Cunningham presented Mrs. Penny Sisson of Oxford with the Karen Cummins Community Service Award. Dr. Ryan and Mrs. Sisson each received a resolution and plaque commemorating these awards. A copy of each resolution is included in the *February 21, 2019 Board Working File*.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Duff, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on January 17, 2019.

CONSENT AGENDAS

Trustee Duff noted that item #2 on the Finance Consent Agenda, which is a resolution between Mississippi Valley State University and the Mississippi Department of Transportation, was added to the agenda. On motion by Trustee Dye, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

FINANCE

1. **MSU** – Approved the request, on behalf of its National Strategic Planning and Analysis Research Center (NSPARC), to enter into a five (5) year lease agreement with the Research & Technology Corporation (RTC) for office space located at 1 Research Blvd., Suite 200 and Suite 200B, totaling 6,580 square feet, in the Thad Cochran Research, Technology & Economic Development, in Starkville, MS. The Board also approved the request to allow prepayment of the monthly rent pursuant to Board Policy 707.03 Approval of Prepayment

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for Goods or Services. The term of the agreement is five (5) years, beginning March 1, 2019 through February 28, 2024. MSU will pay monthly rent of \$7,194.13 or a total of \$431,647.80 over the term of the lease, plus reimbursement of utility costs. This agreement will be funded by NSPARC Service Center Fund. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **MVSU** – Approved the resolution authorizing the filing of an application to the Mississippi Department of Transportation (MDOT) for a grant to assist in providing transportation services. Through an agreement with the MDOT and the Federal Transit Administration, MVSU provides public transportation services in eight (8) Delta counties: Carroll, Grenada, Holmes, Humphreys, Leflore, Sunflower, Tallahatchie and Washington. The mass transit system serves as a vital means of transportation for students to attend the university. Legal Staff has reviewed the resolution for compliance with applicable law and finds same to be acceptable. The resolution is on file in the Board Office.
3. **UM** – Approved the request to enter into an amended and restated lease agreement and amended and restated sublease agreement with the Ole Miss Athletics Foundation. The original agreement of May 2003 leased real property for the construction of an indoor practice facility and related facilities. The agreement was amended in October 2012 and June 2015 to extend the term to May 2019 and allow for additions and renovations to the original facilities. The current agreement is set to expire in May 2019. The current amendment extends the term for an additional 20 years to correspond to the refinancing terms of the Ole Miss Alumni Association. The new term will be May 1, 2003, to May 30, 2039. The cost of the agreement is \$1 annual rent. This agreement will be funded by University Funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
4. **UMMC** – Approved the request to enter into an End User Agreement (EUA) and an Interface Agreement (collectively, Agreements) with ARUP Laboratories, Inc. (ARUP) for the provision of outside reference laboratory services and for the automatic transmission of results into Epic. The tests sent to ARUP, such as Bordatella pertussis Antibody panel, CEA Fluid, Non-Invasive Prenatal Screening (NIPT), and Galactose-1-Phosphate RBC, cannot be performed by UMMC's other contracted reference laboratory vendors. The term of the agreements is five (5) years, beginning March 1, 2019, and ending February 28, 2024. The total estimated cost of the EUA over five (5) years is \$1,846,063.60. This price includes a 10% annual increase to account for increased volume beginning in Year two (2) of the Agreement. There is no cost to the Interface Agreement. Under the Interface Agreement, ARUP will provide an allowance up to \$2,400 for UMMC's potential costs for any applicable licensure or installation fees to a third party. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
5. **UMMC** – Approved the request to enter into a Medical Office Building Lease with Flowood Investors II, LLC for 15,395 square feet of clinic space located in the Riverchase Medical Office Building at 2550 Flowood Drive, Flowood, MS 39232. The space will be utilized by UMMC's Departments of Neurology and Psychiatry for operations and

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consolidation of some administrative functions. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of the monthly rent. The term of the agreement is ten (10) years, beginning on the earlier of when UMMC opens the premises for business or the date of substantial completion of construction/renovation work, which is estimated to be October 15, 2019, for an estimated expiration of October 14, 2029. UMMC and Flowood Investors will memorialize the start date of the lease once the date has been determined. The total potential cost of the lease is \$4,979,208.29 over the ten (10) year term. UMMC's initial base rent is \$28.12 per square foot, which increases approximately one and a half percent (1.5%) each year thereafter. UMMC has included additional potential costs for increases in operating costs (gas, electricity, water, etc.), parking lot resurfacing, and after-hours utilities. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **UMMC** – Approved the request to enter into a Purchase and License Agreement with General Devices LLC for the development of a Mobile Tele-Assist System. This system will provide telemedicine directly to first responders in the field through a secure and direct transmission of video, data and telemetry services through UMMC's Mississippi Medical Command Center (MED-COM). Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment for 100% of the cost of the system, license and support. The term of the agreement is for two (2) years - February 25, 2019 through February 24, 2021. The total estimated cost of the agreement is \$596,180.00. The cost consists of hardware, software and licensing costs, network infrastructure, implementation and testing fees, training fees, maintenance and support fees, and project management fees. A breakdown of all fees is included in the bound *February 21, 2019 Board Working File*. The contract will be funded through a sub-award to UMMC from the State of Mississippi's Governor's Office under a grant award for the Broadband Technology Opportunities Program (BTOP), CFDA 11.557. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
7. **UMMC** – Approved the request to enter into Amendment 1 to the current software and license agreement with Intelligent Medical Objects, Inc. to remove the IMO Procedure IT Surgical Scheduling product, remove the IT IMO Procedure Surgical History product, and add the Intelligent Problem List (IPL) Product license. Additionally, the amendment adds insurance and indemnification requirements for Intelligent Medical Objects. The IMO IPL Product enables clinicians to get a clinically-resonating overview of a patient, minimize redundant entries for patient complaints or problems already documented in the chart, and manage that list of problems more efficiently within an overall clinical context. The term of this amendment is thirty (35) months, beginning March 1, 2019, and ending coterminously with the current agreement on January 31, 2022. There is no additional cost to the amended agreement. The total estimated cost of the amendment alone is \$95,682.00. However, with the removal of the IMO Procedure IT Surgical Scheduling and the IT IMO Procedure Surgical History products, the original approved amount of the agreement of \$441,208.37 remains able to absorb the cost of the amendment. The agreement will be

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funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. **UMMC** – Approved the request to enter into a Product Purchase Agreement with Medtronic USA, Inc. for the purchase of Transcatheter Aortic Valve Replacement (TAVR) products. TAVR devices are used in UMMC’s Adult Catheterization Lab to repair or replace the aortic valve in a patient’s heart when their aortic valve is not functioning properly. The term of the agreement is two (2) years, March 1, 2019 through February 28, 2021. The total estimated cost of the agreement over two (2) years is \$1,706,250. The current agreement will be funded by hospital patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
9. **UMMC** – Approved the request to enter into a Memorandum of Understanding (MOU) with MoreDirect, Inc. d/b/a Connection for maintenance and support services to be provided by Cisco Systems, Inc. (Cisco) on hardware and software for UMMC’s unified communication system. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment for three (3) years of maintenance. The term of the MOU is three (3) years, beginning March 1, 2019, and ending February 28, 2022. The Master Service Agreement was effective October 16, 2017 and continues for a total term of five (5) years, including all renewals. The total cost of the agreement is \$1,539,364.24. This contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
10. **UMMC** – Approved the request to enter into a new Real Property Lease (lease) with TCP Block 1 North, LLC (TCP) to lease approximately 5,424 square feet of clinical space located on the first floor at The Township at Colony Park, 201 Northlake Avenue, Ridgeland, Mississippi. The property is managed by Kerioth Corporation. The proposed lease will expand UMMC’s existing footprint at this address to provide more space to Mohs Surgery Unit and the addition of a general dermatology provider. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of rent on the first day of each month. The term of the agreement is sixty (60) months, beginning on the earlier of when UMMC takes possession of the premises for use or the date of substantial completion of construction/renovation work, which is estimated to be July 1, 2019, and estimated to end June 30, 2024. The total estimated cost of the lease over the sixty (60) month term is \$1,407,701.71, including base rent, a pro rata share of operating expenses, and tenant improvement rent. Beginning in Year 2, UMMC has included an annual price increase of three percent (3%) for base rent and five percent (5%) for operating expenses. The lease will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
11. **UMMC** – Approved the request to enter into a library database subscription and license agreement with UpToDate, Inc. for electronic access to the *UpToDate Anywhere* database, a clinical point-of-care tool used by UMMC clinicians and students both on and off campus. The software allows access to patient care information stored in the database.

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The term of the agreement is three (3) years, from March 1, 2019, through February 28, 2022. The total estimated cost of the agreement is \$1,192,361.30. UMMC has included in the total estimated cost a contingency of thirty percent (30%) of the three (3) year subscription costs to cover any potential increases in the number of sites, clinicians, or students/residents over the allotted amount. This agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

12. **UMMC** – Pursuant to Miss. Code Ann. § 37-115-50.1 and contingent upon 1) receipt of an official opinion of the Mississippi Attorney General approving of the formation of the company and 2) compliance with all requirements of a policy of the IHL Board planned for promulgation at a future meeting of the IHL Board, such future policy to establish the scope of the IHL Board’s oversight, the IHL Board approved the request to establish a company for the purposes of participating, directly or indirectly, in joint purchasing arrangements, in joint ventures, joint operating agreements, or similar arrangements with community hospitals or other public or private health-related organizations, or with for-profit or nonprofit corporations or other organizations, and to establish arrangements for the academic medical center to participate in financial integration and/or clinical integration or clinically integrated networks with a joint venture with community hospitals or other public or private health-related organizations, or with other for-profit or nonprofit corporations or other organizations or through a joint operating agreement to further the mission of the institution. UMMC, by and through the IHL Board, is seeking an opinion from the Office of the Mississippi Attorney General regarding the legal authority for the establishment and capitalization of said company.
13. **USM** – Approved the request to extend usage of the Master Services Agreement with Higher One, Inc. for the CASHNet software modules and support for a period of five (5) additional years. Approval is being sought because the institution anticipates that continued usage will exceed the \$250,000 IHL approval threshold. The agreement will continue electronic commerce and hosting services that provide both payment portal and payment gateway services. The terms of this Master Services Agreement are perpetual. The term of the agreement is for five (5) years, beginning September 1, 2019, and ending August 31, 2024. At the end of this five-year period, the total amount of expenditures under this contract will be \$375,600. The total amount for this five (5) year period will be \$156,500. This includes product licenses, hosting, and support costs. The contract will be funded with Education and General funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

REAL ESTATE

14. **UM** – Approved the initiation of **IHL 207-449, Lyceum Exterior Window Restoration**, and the appointment of Eley Guild Hardy Architects, P.A. as the design professional. The Lyceum, completed in 1948, is the last building of the five original campus buildings and currently serves as the principal administration building. This project includes window restoration and associated minor envelope repairs in accordance with Mississippi Department of Archives and History requirements for a Mississippi Landmark. The initial

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project budget did not require IHL approval. A recent pre-qualified bid result unexpectedly exceeded \$1 million, prompting further evaluation of the project scope and value of work. The resulting project budget of \$1,725,000 requires project initiation to re-issue the project. Funds are available from Internal R&R (\$1,725,000).

15. **USM** – Approved the initiation of **IHL 208-238, Pinehaven Apartments Demolition**, the appointment of Perkins & Williamson Architecture, PLLC as the design profession, and the demolition and deletion from inventory of up to 9 Pinehaven apartment buildings. Once removed, select fill dirt will be placed on the site and grass will be planted. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities. Funds are available in the amount of \$1,415,000 from Designated Fund Reserves – [Internal Fund for University Projects].
16. **UM** – Approved the request to increase the budget for **GS 107-308, Student Union Addition and Renovation**, from \$60,900,00 to \$61,650,000, an increase of \$750,000. The funding sources will remain the same. This is the third budget escalation request made for this project by the university. The project reconfigures the Student Union with an addition to increase available space and a full renovation of the existing space. Funds are available from SB 3100, Laws of 2011 (\$9,963,792); Internal R&R (\$38,421,602); SB 3100, Laws of 2011 (\$482,981); SB 2913, Laws of 2013 (\$2,088,425); Auxiliary Vendor Payments (\$1,500,000); Private Gifts (\$551,200); and Student Capital Improvement Fee (\$8,642,000).
17. **UM** – Approved the request to increase the budget for **GS 107-317, Johnson Commons East Renovation**, from \$8,300,000 million to \$8,745,000, an increase of \$445,000. The funding sources will remain the same. This is the third budget escalation request made for this project by the university. The scope of work includes correcting the building envelope (foundation walls, exterior walls, roof, slab, etc.), correcting the perimeter site drainage, renovation of the interior building spaces, new building HVAC systems, new electrical systems, new plumbing systems, and new communication systems to accommodate new building occupants upon the completion of the Johnson Commons Renovation projects. Funds are available from SB 2906, Laws of 2015 (\$7,600,000) and Internal R&R (\$1,145,000).
18. **MSU** – Approved the request to increase the budget for **IHL 205-289, Bulldog Way**, from \$1,400,000 to \$10,000,000, an increase of \$8,400,000. The Board also approved the addition of MSU funding of the project in the amount of \$1,600,000. The project was initiated with funding for the design of the road only. Funding is now in place to construct the road. The new budget reflects the funding to construct a new road on the east side of campus. The project will consist of a roadway, sidewalks, lighting, and any other amenities for a complete and functional road. Funds are available from Internal R&R Funds (\$1,600,000) and Federal Highway Administration (\$8,400,000).
19. **UMMC** – Approved the request to Sole Source the HVAC Controls portion of the **IHL 209-561, Campus HVAC Upgrades**, project as an extension of the existing Johnson Controls system. This project will replace the air handler serving the existing main operating rooms. It is in the best interest of UMMC to extend the existing Johnson Controls System as a sole source to insure the operational integrity of the existing building system.

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The estimated value of the existing Johnson Controls EMCS is approximately \$765,000. The probable cost of the project EMCS modifications is \$136,000 for a 17.8% modification. According to IHL and Bureau of Building EMCS procurement protocol for existing systems, the EMCS can and should be procured by single source procurement since the portion of the new controls is less than 25% of the existing controls system as long as approval is obtained prior to bidding. The proposed project budget is \$5,577,000. Funds are available from UMMC SSA [Shared Services Account] – Building Improvement Funds (\$5,577,000). The Attorney General’s Office has reviewed and approved this item.

20. **USM** – Approved the request to delete from inventory and demolish Building #898 located at 108 N 35th Avenue, Hattiesburg, MS. This building is a residence that USM purchased in August of 2017 and borders existing university property. Demolition of the residence on the property will allow for future expansion and/or parking. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

LEGAL

21. **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, and rebate compliance and the use of bond financed building and other matters relating to bond issues. This contract originated February 18, 2015, renewed by Modifications 1-3, extending the term for one (1) year at each renewal, with Modification 3 extending through February 17, 2019. Modification #4 will extend the term for one (1) year, or through February 17, 2020. The firm provides legal representation on an hourly rate of \$165.00 for Special Counsel, \$225.00 for Partner, and \$60.00 for paralegals. 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 firm carries professional liability insurance coverage in the amount of \$50,000,000 per claim with an annual aggregate of \$100,000,000. This Modification has been approved by the Office of Attorney General.
22. **UMMC** – Approved the request to modify a contract with Watkins & Eager, PLLC to increase the rate being paid to the primary counsel handling Medical Center matters. The term of this contract is July 1, 2018 through June 30, 2019. The hourly rate for attorney William C. Smith, III is being increased to \$240.00 per hour. The hourly rate for Walter J. Brand will remain \$165.00 per hour. The maximum amount payable under this contract term will remain unchanged at \$350,000 as will all other terms of the contract approved by the Board in June 2018. This firm carries professional liability insurance coverage in the amount of \$10,000,000 per claim with an annual aggregate of \$10,000,000. This Modification has been approved by the Office of the Attorney General.

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PERSONNEL REPORT

23. **SABBATICAL**

Mississippi State University

Valentin M. Bogdan; Associate Professor of Music; *from* salary \$49,500 per annum, pro rata; E&G Funds; 9-month contract; *to* \$24,750 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development

University of Mississippi

- Heather Allen; Associate Professor of Spanish; *from* salary \$65,281 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$32,641 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development
- Kim Beason; Professor of Sport and Recreation Administration; *from* salary \$93,248 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$46,624 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- Lindy Brady; Assistant Professor of English; *from* salary \$68,332 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$34,166 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)
- Qingying Bu; Professor of Mathematics; *from* salary \$89,352 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$44,676 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Richard Buchholz; Associate Professor of Biology; *from* salary \$79,841 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$39,921 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Ginny Chavis; Professor of Art and Art History; *from* salary \$111,987 per annum, pro rata; E&G Funds; 12-month contract; *to* salary \$41,995 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Mark Chen; Professor of Public Policy; *from* salary \$135,065 per annum, pro rata; E&G Funds; 12-month contract; *to* salary \$50,649 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Betty Crouther; Associate Professor of Art; *from* salary \$67,054 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$33,527 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Lainy Day; Associate Professor of Biology; *from* salary \$76,701 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$38,351 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

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- Simone Delerme; Assistant Professor of Anthropology; *from* salary \$61,100 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$30,550 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development (Contingent on being awarded tenure by July 1.)
- Adam Estes; Assistant Professor of Music; *from* salary \$56,504 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$28,252 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)
- Jennifer Ford; Head of Archives and Special Collections and Professor; *from* salary \$85,210 per annum, pro rata; E&G Funds; 12-month contract; *to* salary \$31,954 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Carolyn Freiwald; Assistant Professor of Anthropology; *from* salary \$61,370 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$30,685 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development (Contingent on being awarded tenure by July 1.)
- Shennette Garrett-Scott; Assistant Professor of History and African American Studies; *from* salary \$64,225 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$32,113 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)
- Vanessa Gregory; Assistant Professor of Journalism Instruction; *from* salary \$71,000 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$35,500 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)
- Mary Hayes; Associate Professor of English; *from* salary \$71,383 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$35,692 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- Byunghyun Jang; Associate Professor of Computer and Information Science; *from* salary \$99,751 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$49,876 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Brad Jones; Associate Professor of Biology; *from* salary \$76,668 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$38,334 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- Cynthia Joyce; Associate Professor of Journalism; *from* salary \$90,300 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$45,150 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Linda Keena; Associate Professor of Legal Studies; *from* salary \$82,647 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$41,324 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Rob Kroeger; Professor of Physics and Astronomy; *from* salary \$97,867 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$48,934 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development

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- Cecille Labuda; Associate Professor of Physics; *from* salary \$75,598 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$37,799 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Fei Lan; Associate Professor of Religion; *from* salary \$63,199 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$31,600 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- Marc Lerner; Associate Professor of History; *from* salary \$74,221 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$37,111 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development
- John Lobur; Associate Professor of Classics; *from* salary \$68,217 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$34,109 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development
- Martial Longla; Assistant Professor of Mathematics; *from* salary \$68,105 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$34,053 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)
- Daniell Mattern; Professor of Chemistry and Biochemistry; *from* salary \$104,945 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$52,473 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- Marcos Mendoza; Assistant Professor of Anthropology; *from* salary \$59,017 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$29,509 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)
- Maureen Meyers; Assistant Professor of Anthropology; *from* salary \$61,387 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$30,694 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)
- Sarah Moses; Associate Professor of Religion; *from* salary \$66,606 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$33,303 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Dale Nagle; Professor of Pharmacognosy; *from* salary \$140,205 per annum, pro rata; E&G Funds; 12-month contract; *to* salary \$52,577 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- Larry Pittman; Professor of Law; *from* salary \$160,881 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$80,441 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- Mary Roseman; Professor of Nutrition and Hospitality Management; *from* salary \$104,123 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$52,062 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development

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- Bashir Salau; Associate Professor of History; *from* salary \$76,635 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$38,318 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- Chris Sapp; Associate Professor of German; *from* salary \$67,714 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$33,857 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development
- Adam Smith; Associate Professor of Chemical Engineering; *from* salary \$103,255 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$51,628 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- Gregory Snyder; Associate Professor of Communication Sciences and Disorders; *from* salary \$81,738 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$40,869 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019; professional development
- James Taylor; Associate Professor of Nutrition and Hospitality Management; *from* salary \$75,280 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$37,640 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020; professional development
- James M. Thomas; Assistant Professor of Sociology and Anthropology; *from* salary \$62,638 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$31,319 for sabbatical period; E&G Funds; effective January 21, 2020 to May 9, 2020, and August 22, 2020 (or start of contract; date) to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)
- Ian Whittington; Assistant Professor of English; *from* salary \$65,800 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$32,900 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

ACADEMIC AFFAIRS

Presented by Trustee Alfred McNair.

On motion by Trustee McNair, seconded by Trustee Dye, with Trustee Ogletree absent and not voting and Trustee Starr 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 McNair, seconded by Trustee Lamar, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, all Trustees legally present and participating voted unanimously to approve item #2.

1. **STATE** – Approved the request for the following new academic programs:
 - a. **DSU** – Master of Fine Arts in Integrated Visual Arts degree (CIP 50.0706).
 - b. **MSU** – Bachelor of Science in Cybersecurity degree (CIP 11.1003).
 - c. **MUW** – Bachelor of Science in Early Childhood Development degree (CIP 19.0706).

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- d. **UM** – Bachelor of Science (BSCpE) in Computer Engineering degree (CIP 14.0901).
 - e. **UMMC** – Doctorate of Audiology (AuD) degree (CIP 51.0202).
 - f. **Mississippi College** - Master of Science in Nursing – Clinical Nurse Leader degree (CIP 51.3899).
2. **SYSTEM** – Approved for first reading the proposed amendment to Board Policy 602 Freshman Admission Requirement for University System Institutions, subsection B Full Admission, as follows:
- 602 Freshman Admission Requirements for University System Institutions
- B. Full Admission
- Full admission will be granted to the following:
- (1) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 3.20 high school grade point average (GPA) on the CPC; or
 - (2) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 2.50 high school GPA on the CPC or a class rank in the top 50%, and (b) a score of 16 or higher on the ACT (Composite); or
 - (3) All students completing the College Preparatory Curriculum (CPC) with (a) a minimum of a 2.00 high school GPA on the CPC and (b) a score of 18 or higher on the ACT (Composite); or
 - (4) All students satisfying the NCAA Division I standards for student athletes who are “full-qualifiers” or “academic redshirts” ~~are accepted as equivalent to the admission standards established by the Board.~~

In lieu of ACT scores, students may submit equivalent SAT scores. Students scoring below 16 on the ACT (Composite) or the equivalent SAT are encouraged to participate in the Year-Long Academic Support Program during their freshman year.

LEGAL AGENDA

Presented by Trustee Ann Lamar, Chair

On motion by Trustee Lamar, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, all Trustees legally present and participating voted unanimously to move item #1 to the Executive Session Agenda.

- 1. **UMMC** – Settlement of IHL Self-Insured Workers’ Compensation Program Claim Nos. 55-37138-1 and 55-39432-1. **(THIS ITEM WAS MOVE TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

ADMINISTRATION/POLICY AGENDA

Presented by Commissioner Alfred Rankins, Jr.

- 1. **SYSTEM** – Election of Vice President of the Board of Trustees for the Term Beginning May 8, 2019. Commissioner Rankins opened the floor for nominations for the office of Vice President of the Board. President Shane Hooper nominated Trustee Ford Dye for the position. There being no further nominations, the nominations were closed. On motion by Trustee Hooper, seconded by Trustee Lamar, with Trustee Ogletree absent and not voting

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and Trustee Starr participating by phone, all Trustees legally present and participating voted to close the nominations.

On motion by Trustee Hooper, seconded by Trustee Lamar, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, all Trustees legally present and participating voted in the affirmative, therefore, it was

RESOLVED, that Trustee Ford Dye was elected as Vice President of the Board beginning May 8, 2019.

INFORMATION AGENDA

Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS

1. **SYSTEM** – The Higher Education Appreciation Day, Working for Academic Excellence (HEADWAE) was established by the Mississippi Legislature to honor academically talented students and faculty members of Mississippi's higher education institutions who have made outstanding contributions in promoting academic excellence. The HEADWAE recipients will be honored on February 26, 2019 at the Jackson Marriott. System honorees for 2019 are listed below.

INSTITUTION	STUDENT HONOREE	FACULTY HONOREE
ASU	Coranisha Warren	Robert Carlen Sizemore
DSU	Charles Eugene King	Jonathan Edward Westfall
JSU	Malik Nelson	Nicholas John Hill
MSU	Mayah Emerson	James Andrew Dunne
MUW	Demyia Roseana Graham	Dee Anne Larson
MVSU	Donovan Brownlee	Micah Rueber
UM	Edward Elam Miller	Ann Elizabeth Monroe
UMMC	Megan Poirrier Ladner	Shamsi Daneshvari Berry
USM	Corai E. Jackson	Davin J. Wallace

2. **SYSTEM** – 2018 Annual Performance Reports for Mississippi Educator Preparation Programs.

Educator Preparation Program	ASU	DSU	JSU	MSU	MUW	MVSU	UM	USM
Year NCATE/CAEP Accreditation Achieved	2015	2015	2016	2015	2013	2015	2015	2012
Year of Next CAEP Accreditation Visit	Fall 2021	Fall 2021	Fall 2022	Spring 2022	Fall 2019	Fall 2020	Spring 2022	Spring 2020

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Educator Preparation Program	ASU	DSU	JSU	MSU	MUW	MVSU	UM	USM
2016-17 Traditional Program Completers	10	53	22	234	30	5	214	231
2016-17 Alt. Route Program Completers	8	10	41	68	4	6	19	4
Institution Totals	18	63	63	302	34	11	233	235
Traditional Program:								799
Alternate Route Programs:								160
Total Program Completers 2016-2017:								959

FINANCE

3. **MVSU** – The Mississippi Information Technology Services (MS-ITS) approved the request for Mississippi Valley State University (MVSU) to acquire Oracle software and services. The Attorney General’s staff assigned to MS-ITS reviewed the agreement prior to execution. The Purchase Agreement is between Mythics, Inc. and MS-ITS on behalf of MVSU.

REAL ESTATE

4. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the January 17, 2019 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 1.)

LEGAL

5. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 2.)

ADMINISTRATION/POLICY

6. **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. **MSU** – On January 14, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and Fratesi Planting Company for approximately 20 acres of land in Washington County, MS for the development of seedlings and clones. The term of the lease is two years from February 1, 2019 through January 21, 2021, at a cost of \$16,000 annually for a total of \$32,000. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
 - b. **MSU** – On January 29, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement Addendum #4 between Mississippi State University and Houndstooth Commercial Properties, LLC for 2400 square feet of building space for use by the OSHA Consultation employees of MSU Industrial Health and Safety.

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The agreement was originally approved January 2013 and has been three times before amended and extended. The current amendment extends the term of the agreement through January 31, 2020, with a \$100 increase in cost per month for a total of \$3,000 per month to be paid monthly in advance. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services.

- c. **MSU** – On January 29, 2019, Commissioner Alfred Rankins, Jr., approved the Rental Agreement between Mississippi State University and Hewlett Wood Products, Inc. for the lease of 6,250 square feet of space to be used for Bagley College of Engineering activities of the student competition teams, outreach coordinator and storage. The lease renewal is for a one-year period beginning February 1, 2019 through January 31, 2020 at a cost of \$2,500 per month plus \$280 per month for electricity, payable in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services.
- d. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 11, 2019, Commissioner Alfred Rankins, Jr. approved the revisions to several FY 2019 *Ayers* academic programs budgets. It appears that these revisions were necessary to align 2019 budgets to individual program needs at the end of the year. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
- e. **UM** – On January 29, 2019, Commissioner Alfred Rankins, Jr., approved the Amended Lease between the Mississippi Institutions of Higher Learning and Gamma Iota of Pi Kappa Alpha Alumni House Corporation for Lot No 408 on the Oxford campus of the University of Mississippi specifically described in Exhibit A to the Amended Lease. This amendment is necessary because the lessor seeks financing through BancorpSouth for renovations to the fraternity house erected on the property, and the current lease is set to expire during the amortization of that loan. The term of the lease will be extended from 2032 to 2044. The lease is amended and restated in full with the addition of the following provisions: complete agreement, modification, governing law, non-availability of funds, indemnification, and force majeure. All other terms of the original lease remain unchanged. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

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FINANCE COMMITTEE REPORT

Wednesday, February 20, 2019

The meeting was called to order by Chairman Tom Duff at approximately 2:00 p.m. The following items were discussed.

1. The Committee discussed the financial status of Jackson State University. **No action was taken.**

The following Committee members were present: Tom Duff (Chair), Dr. Steven Cunningham, Ms. Ann Lamar, and Mr. Hal Parker. Committee member Gee Ogletree was absent. Other trustees attending the meeting were: Dr. Ford Dye, Mr. Shane Hooper, Ms. Jeanne Luckey, Mr. Bruce Martin, Dr. Alfred McNair, Mr. Chip Morgan, and Dr. Walt Starr (by phone).

**HEALTH AFFAIRS
COMMITTEE REPORT**

Wednesday, February 20, 2019

The meeting was called to order by Chairman Ford Dye. The following items were discussed.

2. The Committee received a quality clinical update. **No action was taken.**
3. The Committee received the FY 2019 financial status of the institution. **No action was taken.**
4. The Committee received an update on the Children's Hospital campaign. **No action was taken.**
5. Executive Session

On motion by Trustee McNair, with Trustee Ogletree absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Lamar, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, all Committee members 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 strategic business plans related to a public hospital.

During Executive Session, the following matter was discussed:

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

On motion by Trustee Starr, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.

6. On motion by Trustee Lamar, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, all Committee members legally present and participating voted unanimously to adjourn.

The following Committee members were present: Dr. Ford Dye (Chair), Mr. Chip Morgan (Vice-Chair), Ms. Ann Lamar, Dr. Alfred McNair, Mr. Hal Parker, and Dr. Walt Starr (by phone). Committee member Gee Ogletree was absent. Other trustees attending the meeting were: Dr. Steven Cunningham, Mr. Tom Duff, Mr. Shane Hooper, Ms. Jeanne Luckey, and Mr. Bruce Martin.

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ANNOUNCEMENT

- President Hooper announced that the next Board meeting will be held on March 21st in Jackson.

EXECUTIVE SESSION

On motion by Trustee Lamar, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and Trustee Starr 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 McNair, seconded by Trustee Dye, with Trustee Ogletree absent and not voting and Trustee Starr 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 two litigation matters at the University of Mississippi Medical Center;
Discussion of two personnel matters at Jackson State University;
Discussion of one personnel matter at the University of Mississippi;
Discussion of one personnel matter at the IHL Executive Office;
Discussion of one personnel matter at the University of Southern Mississippi.

During Executive Session, the following matters were discussed and/or voted upon:

On motion by Trustee Lamar, seconded by Trustee Dye, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of two IHL Self-Insured Workers' Compensation Program Claim Nos. 55-37138-1 and 55-39432-1 both styled as *Chasity Carney vs. UMMC, et al.*, as recommended by counsel.

The Board deliberated on the request by Jackson State University faculty member Dr. Carmen Wright for a Board review of JSU's denial of tenure to Dr. Wright. On motion by Trustee McNair, seconded by Trustee Lamar, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, all Trustees legally present and participating voted unanimously to direct JSU to re-evaluate its denial of the grant of tenure to Dr. Wright using the requirements and guidelines set out in the JSU faculty handbook and the Candidates' Application for Promotion and Tenure (CAPT) packet that contained JSU's official guidelines regarding the minimum standards/requirements for Dr. Wright to obtain tenure, versus utilizing the College of Science, Engineering and Technology (CSET) promotion and tenure guidelines to re-evaluate Dr. Wright for tenure because the CSET guidelines were not officially adopted by JSU prior to the commencement of Dr. Wright's tenure-track process.

The Board discussed a second personnel matter at Jackson State University. **No action was taken.**

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The Board discussed a personnel matter at the University of Mississippi. **No action was taken.**
The Board discussed a personnel matter at the IHL Executive Office. **No action was taken.**

The Board discussed a personnel matter at University of Southern Mississippi. **No action was taken.**

On motion by Trustee Lamar, seconded by Trustee Cunningham, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, 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 Cunningham, seconded by Trustee Martin, with Trustee Ogletree absent and not voting and Trustee Starr participating by phone, 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 Real Estate items that were approved by the IHL Board staff subsequent to the January 17, 2019 Board meeting.
- Exhibit 2 Report of the payment of legal fees to outside counsel.

EXHIBIT 1

February 21, 2019

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE JANUARY 17, 2019 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 101-297 – Technology Classroom Building

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 \$18,770,000.00 to the apparent low bidder, Flagstar Construction Company, Inc.

Approval Status & Date: APPROVED, January 31, 2019

Project Initiation Date: June 20, 2013

Design Professional: Allred Stolarski Architects, P.A.

General Contractor: Flagstar Construction Company, Inc.

Total Project Budget: \$21,000,000.00

2. ASU- GS 101-306 – Water Infrastructure Improvements

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 \$3,220,000.00 to the apparent low bidder, Mitchell Contracting, Inc.

Approval Status & Date: APPROVED, January 17, 2019

Project Initiation Date: August 24, 2017

Design Professional: M & G Enterprises d/b/a Engineering Services

General Contractor: Mitchell Contracting, Inc.

Total Project Budget: \$3,840,092.00

EXHIBIT 1

February 21, 2019

DELTA STATE UNIVERSITY

3. DSU- GS 102-262 – Young-Mauldin Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$9,897.53 and eighty-seven (87) additional days to the contract of Diversified Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #4 includes the following items: modifications made to historic light fixtures; replaced a building plaque; added nine (9) fire dampers to the concession area; and eighty-seven days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$103,099.02.

Project Initiation Date: October 16, 2014

Design Professional: Burris/Wagnon Architects, P.A.

General Contractor: Diversified Construction Services, Inc.

Total Project Budget: \$9,321,423.80

MISSISSIPPI STATE UNIVERSITY

4. MSU- GS 105-357 – Preplan Music Building

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Allred Stolarski Architects, P.A.

Approval Status & Date: APPROVED, February 4, 2019

Project Initiation Date: May 18, 2017

Design Professional: Allred Architectural Group, P.A.

General Contractor: TBD

Total Preplan Budget: \$700,000.00

5. MSU- IHL 205-279 – Addition & Renovation to Dudy Noble Field

Approval Request #1: Change Order #13

Board staff approved Change Order #13 in the amount of \$44,987.87 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, February 11, 2019

Change Order Description: Change Order #13 includes the following items: added a dutch door in the equipment room; added a railing behind the fire hydrant next to the retaining wall; added power and data receptacles for the pitching lab cameras; added raceways for the soda fountain syrup lines; added door thresholds for the view level

EXHIBIT 1

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doors; added concession soda fountain water supplies; raised a portion of the training room ceiling; added a railing at the inlet near a stair; a revision was made to the umpire locker room shower ceilings; cut masonry and installed a vertical expansion joint at the west wall of a meeting room; relocated a fire alarm notification device to coordinate with the signage on the back of the right field plaza ticket building; added additional raceways for access to the control system; furred concrete masonry unit around the plumbing pipe at a wall between the mechanical room and the generator room for fire rating; revised the elevator 3 bridge level lobby lighting; revised the site lighting for statues; omitted the remaining general signage from the contractor's scope; omitted the Ansul exhaust hood fire protection system in the 1st base concession stand; upgraded the sprinkler head guards in the indoor pitching & hitting areas; and replaced the graphics on the center field wall pads.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Thirteen (13) change orders for a total amount of \$2,254,448.13.

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

Total Project Budget: \$55,000,000.00

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

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$18,248.20 and fifteen (15) additional days to the contract of Brislin, Inc.

Approval Status & Date: APPROVED, January 29, 2019

Change Order Description: Change Order #3 includes the following items: removed plaster back to brick in a new office & cleaned the brick; relocate the existing unistrut in the ceiling furring above the windows and shortened to finish the sheetrock to the wall; installed paint striping and stenciling per the existing layout at the Macarthur Gym; installed a thermoplastic crosswalk; perform cleanup and fifteen (15) days to the contract.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$465,813.45.

Project Initiation Date: August 17, 2017

Design Professional: Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

General Contractor: Brislin, Inc.

Total Project Budget: \$5,000,000.00

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MISSISSIPPI UNIVERSITY FOR WOMEN

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$14,410.65 and zero (0) additional days to the contract of Amason & Associates, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #3 includes the following items: modifications made to the flashing at the low roof; revisions made to the 2nd floor data room; credit issued for the deletion of the truncated dome mat from the project.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$108,818.59.

Project Initiation Date: June 18, 2015

Design Professional: Pryor & Morrow Architects

General Contractor: Amason & Associates, Inc.

Total Project Budget: \$8,142,914.87

MISSISSIPPI VALLEY STATE UNIVERSITY

8. MVSU – GS 106-253 – College Hall I Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$31,185.00 and nine (9) additional days to the contract of Century Construction Group, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, February 11, 2019

Change Order Description: Change Order #1 includes the following items: structural revisions made to the elevator pit; and nine (9) weather-related days to the contract.

Change Order Justification: These changes were necessary due to errors and 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: One (1) change order for a total amount of \$31,185.00.

Project Initiation Date: May 15, 2014

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

General Contractor: Century Construction Group, Inc.

Phased Project Budget: \$8,053,884.89

Total Project Budget: \$9,250,000.00

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9. **UM– GS 107-314 (formerly IHL (207-355) – Garland Hedleston Mayes Renovation**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3R

Board staff approved Change Order #3R in the amount of \$229,942.84 and thirty-eight (38) additional days to the contract of Century Construction & Realty. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 29, 2019

Change Order Description: Change Order #3R includes the following items: added additional steel and different detailing to the portico; the north site gas line was relocated; added two (2) 2” conduits for additional communication lines; electrical and data changes done; changes made to the electrical and floor boxes; modifications to the nw sewer line and sleeve through the retaining wall; a tile border was added to the walk-off carpet area at the entrance to Hedleston Hall; gypsum board was added to the bottom side of the existing stairs in Garland and Mayes Halls; fire-rated plywood and specific carpet adhesive was added, along with the stair nosing at the front face of the risers in the tiered classroom; additional layout and fill material was added at the ramps in the south plaza; site modifications south of Garland and around the parking lot area; bottle filler kits were added to the drinking fountains; credit issued for wall covering modifications; additional site fencing added along the retaining walls in the north and west portions of the site; credit issued for water repellent not required; relocation of the return air grilles in the second floor classrooms; and thirty-eight (38) days to the contract, (twenty-six (26) weather-related delays).

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; errors and 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: Three (3) change orders for a total amount of \$623,852.48.

Project Initiation Date: January 19, 2012

Design Professional: JH&H Architects/Planners/Interiors, P.A.

General Contractor: Century Construction & Realty

Total Project Budget: 23,500,000.00

10. **UM– GS 107-317 – Johnson Commons East Renovation**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #4 in the amount of \$83,323.13 and one hundred eight (108) additional days to the contract of Legacy Construction Services. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #3 includes the following items: deduct for deletion of reinforcement of 2nd floor at the west end; changed the locksets from Schlage to Corbin-Russwin; installed an additional layer of gypsum board at an elevator shaft;

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revisions made to the rolling reception desks; changes made to soffit and cabinets in the break room; added portico roof overflow drains; changed four(4) restroom countertops to solid surface; plaster work and trim buildout done at a stair; enlarged the projection screen at the banquet room and installed framing/access panels; a high window was added at a conference room; miscellaneous trim and finish items done; added doors at the ballroom; revisions made to the flooring on the 2nd floor; and one hundred eight (108) days to the contract (forty-one (41) weather-related delays).

Change Order Justification: These changes were necessary due to errors and 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: Three (3) change orders for a total amount of \$313,587.44.

Project Initiation Date: November 15, 2012

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: Legacy Construction Services

Total Project Budget: \$8,300,000.00

11. UM– IHL 207-372 – South Campus Recreation Facility & Transportation Hub

Approval Request #1: Change Order #12

Board staff approved Change Order #12 in the amount of \$13,691.30 and zero (0) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #12 includes the following items: installed return air grilles in a file storage area & a customer lobby; and installed a flooring reducer at all open mezzanine edges.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications.

Total Project Change Orders and Amount: Twelve (12) change orders for a total amount of \$2,359,084.56.

Project Initiation Date: June 20, 2013

Design Professional: JBHM Architects, P.A.

General Contractor: Zellner Construction Services, LLC

Phased Project Budget: \$29,591,431.78

Total Project Budget: \$32,000,000.00

12. UM– IHL 207-408 – Natural Products Phase III

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$9,486.19 and forty-five (45) additional days to the contract of Hill's Construction, LLC.

Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #2 includes the following items: added a disconnect and tap blockers for a panel; added an additional variable air flow valve box, ductwork, and controls for transfer air to the UPS that was relocated to another room; added unions to the existing six (6) RTU condensate drains; added data cable; and forty-five (45) days to the contract.

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Change Order Justification: These changes were necessary 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: Two (2) change orders for a total amount of \$22,621.95.

Project Initiation Date: October 15, 2015

Design Professional: Cooke Douglass Farr Lemons Architects and Engineers

General Contractor: Hill's Construction, LLC.

Total Project Budget: \$1,600,000.00

13. **UM– IHL 207-424 – Faser Hall First Floor Modifications**

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$23,782.64 and zero (0) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, January 29, 2019

Change Order Description: Change Order #3 includes the following items: added electrical outlets to accommodate the School of Pharmacy's Tablet course; stored the lab casework in the Sheldon Laboratory Systems warehouse during the stop work duration; removed a portion of the glazed block wall in a room; re-insulated the plumbing pipe in the crawl space after the asbestos removal; installed an epoxy floor in a room; and exchanged the dutch door in a room for a flush door.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$220,553.81.

Project Initiation Date: August 18, 2016

Design Professional: Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$1,300,000.00

14. **UM– IHL 207-428 – East Campus Electrical Modifications**

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$24,458.71 and seven (7) additional days to the contract of McInnis Electric Company.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #4 includes the following items: the conduits for the existing transformer feeders will have to be intercepted in All-American and bored to the new electrical yard; a credit was issued for removal of a pole-mounted fixture that was not needed near the Vaught Hemingway Stadium northeast gate; and seven (7) days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$259,965.71.

Project Initiation Date: November 17, 2016

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Design Professional: Corbett Legge & Associates, PLLC

General Contractor: McInnis Electric Company

Total Project Budget: \$2,220,000.00

15. **UM– IHL 207-435 - Guyton Drive Modifications**

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the amount of \$4,483.40 and zero (0) additional days to the contract of DC Services, Inc.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #8 includes the following item: revised the detail of the stone cap on the radial walls at the steps of Fraternity Row.

Change Order Justification: This change was a user/owner requested modification.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$45,659.72.

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: DC Services, LLC

Total Project Budget: \$1,257,400.00

16. **UM– IHL 207-442 – Manning Center Training Hydrotherapy Room Renovation**

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$8,005.25 and zero (0) additional days to the contract of Baldwin and Shell Construction Company.

Approval Status & Date: APPROVED, February 6, 2019

Change Order Description: Change Order #1 includes the following items: removed the doors and frames in two areas & infilled with concrete masonry unit and painted to match the existing doors; added an electrical receptacle; and changed the sign type to match the rest of the building.

Change Order Justification: These changes were necessary due to user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$8,005.25.

Project Initiation Date: February 15, 2018

Design Professional: A2H, LLC

General Contractor: Baldwin and Shell Construction Company

Total Project Budget: \$1,300,000.00

17. **UM– IHL 207-444 - South Oxford Center – Communicative Science Disorders**

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$24,007.53 and three (3) additional days to the contract of McCarty King Construction Company.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #2 includes the following items: removed the wall and door signage; added floor stops; labeled the panel devise covers; removed and

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reworked switches, installed lights, added data rough-ins, installed fire alarm devices; added a sprinkler head; and three (3) days to the contract.

Change Order Justification: These changes were necessary due to user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$87,207.94.

Project Initiation Date: July 30, 2018

Design Professional: McCarty Architects, P.A.

General Contractor: McCarty King Construction Company

Total Project Budget: \$2,000,000.00

18. UM– IHL 207-447 – Martin Hall – AC VAV Boxes Replacement

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, January 14, 2019

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, January 14, 2019

Project Initiation Date: November 15, 2018

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,650,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

19. UMMC– GS 109-223 – Clinical Research Unit

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$39,258.00 and forty-one (41) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, January 17, 2019

Change Order Description: Change Order #3 includes the following items: fur-out walls at two (2) locations, added a ceiling fur-down for coordination with the waiting area lobby; added a helicopter storage room; modifications made to the configuration of the patient wardrobe units; added a custom access panel over the waiting area reception desk; added four (4) patient wardrobes to patient rooms; moved a wall, associated fur-downs, provided additional wall framing and soffit framing above the ceilings between the affected rooms; modified typical patient room lighting controls; added pneumatic tube system power and data; and forty-one days to the contract.

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

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Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$83,372.00.

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$7,500,000.00

20. UMMC– IHL 209-551 – Main Pharmacy Renovations 2014

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$389,850.53 and three hundred thirty-five (335) additional days to the contract of Sunbelt General Contractors, Inc.

Approval Status & Date: APPROVED, January 14, 2019

Change Order Description: Change Order #2 includes the following items: revised Phase 2 millwork; replaced two (2) 460 volt VFDs with 208 volt units; provided power for four (4) motion-activated door openers; added time extension for the addition of data outlets; demolished the existing disconnects and installed new breakers; caulked trim to seal the under pass-through boxes; installed five (5) locking receptacles for clean room hoods; relocated a fire alarm to accommodate the duct; provided a hot tap to the existing 4” line; installed test ports to ducts in the clean rooms; added two (2) sprinkler heads from standard to concealed; revised the phase 2 temporary ducts for service during phase 3 construction; a ninety day extension added for sub-phasing of work while the pharmacy remains in operation; encased the space behind the chemo hood with a stainless collar; added a 200 day extension to phase 3; and three hundred thirty-five days to the contract.

Change Order Justification: These changes were necessary due to errors and 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: Two (2) change orders for a total amount of \$597,653.23.

Project Initiation Date: January 22, 2015

Design Professional: The McCarty Company

General Contractor: Sunbelt General Contractors, Inc.

Total Project Budget: \$3,848,518,00

21. UMMC– IHL 209-555 – Children’s of Mississippi Expansion

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of \$0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, February 11, 2019

Change Order Description: Change Order #5 includes the following items: additional med gas added to twelve (12) rooms; relocated a wall-mounted computer in the neonatal Infant Care Unit rooms to include deleting a portion of the countertop in all the rooms for locating a wall-monitored computer; revisions were made to two (2) rooms and minor changes to casework at a resident/team room; roof drains were added at an area; a grade beam was added at the mechanical yard; reconfigured and revised three (3) procedure rooms into two (2) operating rooms as well as the support spaces adjacent to these rooms;

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reduced the amount of steel used; floor plan changes and elevations as well as mechanical, plumbing and electrical systems changes were made concerning the major medical equipment at level B; added conduit at the transformers; added foundation drain connections; revisions made to the column and stair pressurization at Batson to include revisions to the existing stair mechanical system fan placement and ducts, sprinkler system, and partitions; removed the FSC requirement for all casework materials; added a curb at the Methodist parking lot; revised the variable air valve boxes; credit for the entry drive asphalt; roof davits were removed at a roof level; temporary wood shoring done at one level on the west side; installed an additional knee wall at the central utility plant; and remobilization was done at the site for the mechanical yard and the front canopy.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; latent job site conditions; weather-related delays; and user/owner requested modifications

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$0.00.

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture

General Contractor: Brasfield & Gorrie General Contractors

Total Project Budget: \$180,000,000.00

22. UMMC– IHL 209-560 – Pediatric Pharmacy Renovation

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$17,769.22 and twenty (20) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, February 11, 2019

Change Order Description: Change Order #2 includes the following items: added an electrical load center for the air handling unit; replaced the clean room suite eyewash; electrical power changes to the fume hood; moved the casework upper cabinet shelving unit from one location to another within the picking area; removed the floor cleanout in the clean room; installed sealant around the clean room ceiling tiles; installed testing ports within the HVAC ductwork in order to test the efficiency of the HEPA filters; and twenty (20) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$15,049.62.

Project Initiation Date: August 17, 2017

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$1,105,000.00

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23. UMMC– IHL 209-561 – Campus HVAC Upgrades FY18

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Engineering Resource Group

Approval Status & Date: APPROVED, February 6, 2019

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, February 6, 2019

Project Initiation Date: October 19, 2017

Design Professional: Engineering Resource Group

General Contractor: TBD

Total Project Budget: \$5,577,000.00

24. UMMC– IHL 209-565 – Supply Chain relocation

Approval Request #1: Approval of Design Development Documents

Board staff approved the Design Development Documents as submitted by Johnson Bailey Henderson McNeel.

Approval Status & Date: APPROVED, January 14, 2019

Project Initiation Date: March 22, 2018

Design Professional: Johnson Bailey Henderson McNeel

General Contractor: TBD

Total Project Budget: \$2,731,870.00

25. UMMC– IHL 209-567 – Research AHU Replacement

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Dean and Dean Architects.

Approval Status & Date: APPROVED, February 6, 2019

Project Initiation Date: August 16, 2018

Design Professional: Dean and Dean Architects

General Contractor: TBD

Total Project Budget: \$3,500,000.00

26. UMMC– IHL 209-568 – West Wing Renovations

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$42,854.18 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, January 14, 2019

Change Order Description: Change Order #1 includes the following items: additional asbestos testing done at the in-wall piping insulation area; changed the automatic operation of the east and west end corridor doors and replaced the specified standard weight hinges with heavy weight hinges; mold remediation work performed within the existing wall chases at the patient bathrooms; installed masonry behind the restroom walls; finished wall surfaces were put into place and support framing done in various locations; in-wall pipe insulation abatement done within the existing wall chases at the patient bathrooms; and restored & deleted “toe kicks” in various patient rooms.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$42,854.18.

Project Initiation Date: May 17, 2018

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$2,950,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

27. USM– GS 108-281 - Greene Hall Renovations

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of \$31,109.25 and twenty-two (22) additional days to the contract of B. W. Sullivan Building Contractor, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 14, 2019

Change Order Description: Change Order #7 includes the following items: electrical changes were performed in a couple of labs; installed fire dampers; installed stainless steel ductwork in a couple of rooms; added power to the seminar tables in a room; converted two (2) rooms into offices; added additional power to the reception desk in a room; installed a moisture membrane to the existing concrete slabs in the auditorium; and twenty-two (22) days to the contract.

Change Order Justification: These changes were necessary due to errors and 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: Seven (7) change orders for a total credit amount of \$260,671.22.

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group, P.A.

General Contractor: B. W. Sullivan Building Contractor, Inc.

Total Project Budget: \$13,000,000.00

28. USM– GS 108-285 – Cook Library Renovation PH I

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Wier Boerner Allin Architecture.

Approval Status & Date: APPROVED, January 14, 2019

Approval Request #2: Contract Documents

Board staff approved Contract Documents as submitted by Wier Boerner Allin Architecture.

Approval Status & Date: APPROVED, January 23, 2019

Approval Request #2: Advertise

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Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, January 23, 2019

Project Initiation Date: January 18, 2018

Design Professional: Wier Boerner Allin Architecture

General Contractor: TBD

Phased Project Budget: \$1,702,788.75

Total Project Budget: \$4,880,480.00

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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 Ware Immigration (statements dated 7/1/18, 12/19/18, 1/1/19, 1/1/19, 1/1/19 and 1/10/19) from the funds of Alcorn State University. (These statements, in the amounts of \$17.40, \$960.00, \$1,500.00, \$192.50, \$1,500.00 and \$960.00, respectively, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 5,129.90

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 1/18/19) from the funds of Mississippi State University. (This statement, in the amount of \$875.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 875.00

Payment of legal fees for professional services rendered by Ware Immigration (two statements, each dated 1/1/19) from the funds of Mississippi State University. (These statements, in the amounts of \$2,000.00 and \$599.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 2,599.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 11/26/18 and 12/10/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,360.00 and \$2,389.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 4,749.50

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 1/3/19, 1/3/19 and 1/3/19) from the funds of the University of Mississippi. (These statements, in the amounts of \$375.00, \$2,868.26 and \$6,260.00, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 9,503.26

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Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 12/17/18) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$2,856.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 2,856.00

Payment of legal fees for professional services rendered by Ware Immigration (six statements, each dated 1/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$185.00, \$39.85, \$44.75, \$39.85, \$1,000.00 and \$2,000.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 3,309.45

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

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statement dated 11/27/18) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Systems and Methods for Detecting Transient Acoustic Signals - \$100.00.)

TOTAL DUE.....\$ 100.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/20/18, 11/26/18, 11/28/18 and 12/27/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Air stable, Blue Light Emitting Chemical Compounds - \$800.00; “Cache Mapping Technology Matter” – \$12,950.50, “Trademark Matters” - \$12,409.00, and “Cache Mapping Technology” - \$6,195.00, respectively.)

TOTAL DUE.....\$ 32,354.50

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 11/9/18, 11/9/18, 11/13/18, 11/14/18, 11/14/18, 11/14/18, 11/16/18, 11/20/18, 11/21/18, 11/21/18, 12/7/18, 12/7/18, 12/11/18 and 1/8/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$549.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$488.00; “Compositions for the Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,100.00; “Biologically Active Cannabidiol Analogs” - \$3,608.15; “Biologically Active Cannabidiol Analogs” - \$2,132.66; “Biologically Active Cannabidiol Analogs” - \$1,980.83; “Biologically Active Cannabidiol Analogs” - \$2,769.70; “Biologically Active Cannabidiol Analogs” - \$2,032.00; “Biologically Active Cannabidiol Analogs” - \$1,210.05; “Biologically Active Cannabidiol Analogs” - \$6,472.20, “Biologically Active

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Cannabidiol” - \$2,848.02; “Biologically Active Cannabidiol” - \$2,869.87; “Compositions for the Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$2,184.40; and “Compositions Containing Delta-9-THC Amino Acid Esters and Process of Preparation” - \$834.00, respectively.)

TOTAL DUE.....\$ 31,078.88

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 11/21/18, 11/21/18, 11/21/18, 11/30/18, 12/18/18, 12/18/18, 12/18/18 and 12/26/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Gas Separating Membranes” - \$47.50; Indolizine-based Donors as Organic Sensitizer Components for Dye-Sensitizes Solar Cells” - \$100.00; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitizes Solar Cells” - \$38.00; “Delivery of Medicaments to the Nail” - \$728.50; “Delivery of Medicaments to the Nail and Perionychiu” - \$2,132.50; “Gas Separating Membranes” - \$38.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitizes Solar Cells” - \$563.00; and “Stabilized Formulation of Triamcinolone” - \$2,880.00, respectively.)

TOTAL DUE.....\$ 6,527.50

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1. SYSTEM – REQUEST FOR APPROVAL OF CPA AUDITING FIRMS

Agenda Item Request: University affiliated entities request approval to engage the following CPA firms to conduct annual audits for fiscal/calendar year 2019.

Justification: As per Board Policy 301.0806 D.9., *the Certified Public Accounting (CPA) firm to be utilized by the Entity must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Entity’s fiscal year for which the audit will be conducted.*

The University affiliated entities noted below request approval of the listed CPA firms.

University Affiliated Entity	CPA Firm
Alcorn State University Foundation	Silas Simmons, LLP
Delta State University Foundation	Ellis & Hirsberg CPAs, PLLC
Jackson State University Development Foundation, Inc. and Subsidiaries	Brown, Ewing & Company
Jackson State University National Alumni Association, Inc.	Bruno and Tervalon LLP
Mississippi State University Alumni Association	T.E. Lott & Co.
Mississippi State University Foundation	KPMG, LLP
Mississippi State University Research & Technology Corporation	T.E. Lott & Co.
The Bulldog Club (MSU)	T.E. Lott & Co.
ASSURE Research and Development Corporation (MSU affiliate)	T.E. Lott & Co.
Mississippi University for Women Foundation	Grantham, Poole, Randall, Reitano, Arrington & Cunningham, PLLC
The University of Mississippi Foundation	KPMG, LLP
University of Mississippi Medical Center Research Development Foundation	Harper, Rains, Knight & Company, P.A.
Friends of Children's Hospital, Inc.	BKD, LLP
University of Southern Mississippi Alumni Association	Holt & Associates, PLLC
University of Southern Mississippi Athletic Foundation	Horne, LLP
University of Southern Mississippi Foundation	CliftonLarsonAllen LLP

Staff Recommendation: Based on Board Policy 301.0806 D.9., *University Foundation/Affiliated Entity Agreements, the CPA firm to be utilized by the Entity must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the*

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Entity's fiscal year for which the audit will be conducted. Board staff recommends approval of this item.

2. MSU – REQUEST FOR APPROVAL OF AN AGREEMENT WITH ELLUCIAN COMPANY, L.P.

Agenda Item Request: Mississippi State University is requesting approval to enter into a new contract with **Ellucian** to build a budget module to work with our existing Banner financial system. This new module is needed because our current budget module is written in an outdated language, CQCS, that is no longer supported.

Contractor's Legal Name: Ellucian Company L.P.

History of Contract: This is a new contract.

Specific Type of Contract: This is a new contract for IT software and services.

Purpose: For almost thirty years, Mississippi State University (MSU) has been using our current budget module. This module was developed by MSU employees written in CQCS. CQCS is an outdated language that is no longer supported in its current configuration. MSU is looking to replace the outdated budget system with a new system that can be an add-on module to our current ERP system (Banner). By being part of the overall Banner system, we can take advantage of data already in Banner and use Banner security classes to help grant access to various admin pages, reports, and processes.

Scope of Work: The scope of work will require Ellucian Services to develop a custom Banner add on budget module to MSU's specifications. The budget module will be hosted on servers at Mississippi State University. Upon completion of testing and acceptance of the developed budget module by MSU, MSU will take possession of the code, and the maintenance of the code.

Term of Contract: This will be a one-time contract that will end upon acceptance and payment of deliverables. There will be no renewal.

Termination Options: The continuance of the Contract with MSU is based upon the availability of funds. Therefore, this contract can be cancelled by MSU with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party.

MSU may terminate the Contract for Contractor's failure to comply with the Mississippi Employment Protection Act.

The Contract may be terminated by either party upon the occasion of a Force Majeure event.

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Contract Amount: We are asking for approval up to \$500,000.00 which is the amount approved by MDITS on CP-1 20180493.

Funding Source for Contract: MSU Division of Finance designated funds.

Contractor Selection Process: We received approval from MDITS on CP-1 20180493 to issue an RFP for a new Budget Module. That RFP, number 18-88, was issued on September 4, 2018. Proposals were due October 4, 2018 and Ellucian was the only vendor that submitted a response. The evaluation committee fully reviewed the proposal from Ellucian and have determined that it does meet all of our requirements and their total cost proposed of \$380,550.00 is well within the \$500,000.00 that was listed on the CP-1 document.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000.* Legal Staff has reviewed the proposed Agreement between Mississippi State University and Ellucian Company L.P. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. MSU – REQUEST FOR APPROVAL OF A LEASE AGREEMENT WITH THE MSU RESEARCH & TECHNOLOGY CORPORATION

Agenda Item Request: Mississippi State University, on behalf of its Social Science Research Center (SSRC), requests approval to enter into a five (5) year lease agreement with the **Research and Technology Corporation (RTC)** for office space located at 1 Research Blvd., first and second floor, suites 100, 102, 103, 104-B, 106, 201-A, B and C, 202-A and B, 204, 206, 207, and room 203-C, totaling approximately 23,596 square feet in the Thad Cochran Research, Technology and Economic Development Park, in Starkville, MS. Pursuant to IHL policy 707.03, Approval of Prepayment for Goods or Services, MSU also requests a waiver to allow prepayment of the monthly rent in advance each month.

Contractor's Legal Name: Mississippi State University Research and Technology Corporation

History of Contract: In February of 1991, MSU/NSPARC entered into a lease agreement with the Oktibbeha County Economic Development Authority (OCEDA) to lease the subject space in the Mississippi Technology Center. The contract has been renewed multiple times since its inception. In July 2018, the Mississippi Technology Center was purchased by RTC from OCEDA, and the lease agreement was assigned to RTC. RTC and MSU/NSPARC now desire to enter into a new five (5) year lease for the subject space.

Specific Type of Contract: Lease Agreement

Purpose: The purpose of the lease agreement is to lease 23,596 square feet to be used by SSRC.

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Scope of Work: N/A

Term of Contract: Start Date: 04/01/2019 **End Date:** 03/31/2024

Termination Options: MSU may terminate the lease agreement if space becomes available in any state-owned building.

MSU may reduce rent if necessitated by a discontinuous or decrease in federal or state funds upon thirty (30) days written notice to RTC, with space being reduced proportional to the reduction in rent.

If either party is in default and has not cured the default within the applicable cure period, the non-defaulting party will have the right to terminate the lease agreement.

Should the demised premises be totally or substantially destroyed by fire, the elements or otherwise, so as to render it untenable, either party will have the option to cancel the remaining portion of the lease term upon forty-five (45) days written notice.

Contract Amount: The total contract cost is \$1,373,287.20. The annual cost will be \$274,657.44. Payment will be issued on a monthly basis of \$22,888.12 upon receipt of an invoice.

Funding Source for Contract: Externally funded grants and contracts.

Contractor Selection Process: The space was identified in the MSU Research Park as a suitable space for SSRC to lease to conduct business activities.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between Mississippi State University and Mississippi State University Research and Technology Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

4. UM – REQUEST FOR APPROVAL OF BUDGET ESCALATION – AUXILIARY ENTERPRISES

The University of Mississippi (UM) requests permission to escalate its **Auxiliary Enterprises Budget** for FY 2019.

The escalation is requested to realign spending authority between major objects within Athletics and the Golf Course, and to provide spending authority for additional revenues in Athletics.

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FY 2019 Auxiliary Enterprises Budget by Major Object			
Category	Original FY 2019 Operating Budget	Revision/Escalation	Revised FY 2019 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 46,888,759	\$ 1,139,700	\$ 48,028,459
Travel and Subsistence	7,997,296	(43,995)	7,953,301
Contractual Services	50,014,363	(373,901)	49,640,462
Commodities	16,275,692	472,459	16,748,151
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	2,040,342	13,987	2,054,329
Mandatory Transfers	21,403,440	(136,250)	21,267,190
Non-Mandatory Transfers	13,766,705	-	13,766,705
Increase in Fund Balance	-	-	-
Total	\$ 158,386,597	\$ 1,072,000	\$ 159,458,597

Staff Recommendation: Based on Board Policy 701.06, Budget Escalations and Revisions, all escalations to the annual budgets of the several institutions and to the annual budgets of the separately budgeted units must be submitted through the Commissioner to the Board of Trustees for approval prior to implementation. Board staff recommends approval of this item.

5. UM – APPROVAL OF A MASTER SERVICES AGREEMENT WITH CARNEGIE DARTLET, LLC

Agenda Item Request: The University of Mississippi Office of University Marketing & Communications requests approval to enter into a contract with **Carnegie Dartlet, LLC**

Contractor’s Legal Name: Carnegie Dartlet, LLC

History of Contract: This is a new contract.

Specific Type of Contract: The contract is a Master Service Agreement.

Purpose: The purpose of this agreement is to establish a relationship that is cooperative in nature to provide UM with market research services as deemed necessary by UM.

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Scope of Work: These market research services include but are not limited to a quantitative perception study, a competitive audit, interactive workshops involving members of the university community, master positioning and story development, best practice recommendations, detailed audience persona profiles, and training sessions.

Term of Contract: The contract term will be March 22, 2019 – March 21, 2020.

Termination Options: This agreement can be canceled for convenience by either party. The effective date of cancellation shall be sixty (60) days from the date of written notice of intent to cancel. In addition, this Agreement may be canceled with fourteen (14) days notice due to a breach of the terms of the Agreement. It may also be terminated immediately for bankruptcy, assignment for benefit of creditors, or if a receiver is appointed to control the business of the other party. This contract may be canceled for non-availability of funds in the event that the funds used to pay for the contract become unavailable due to a change or decrease in the legislative appropriation to The University of Mississippi.

Contract Amount: The contract amount includes a fee for the services of \$290,000 plus approved expenses that will not exceed \$29,000. The total contract amount will not exceed \$319,000.

Funding Source for Contract: The source of funding for the contract will be Educational and general funds.

Contractor Selection Process: University Marketing & Communication evaluated nearly a dozen national marketing agencies with research capabilities tailored to serve the higher education marketplace. Marketing & Communications staff learned about these firms through a combination of references from peers at other colleges and universities, discussions with representatives of several of these firms at the American Marketing Association's Symposium for the Marketing of Higher Education, and online research. Based on all of that research, University Marketing & Communications personnel narrowed the list to four firms to interview. Proposals were submitted from each of the four agencies, and two finalists were selected, based on the breadth of their experience, their client rosters of leading national universities, and their demonstrated expertise to fit UM's needs. Although Carnegie Dartlet's proposal included the highest cost of the proposals meeting the needed scope, they emerged as the best choice for UM's research needs for the following reasons:

- The firm's distinctive research methodology and proprietary software is unique in the space. Carnegie Dartlet's "large-scale quantitative" approach will provide all UM audiences the opportunity to articulate perceptions of the institution in a transparent, inclusive way.
- Carnegie Dartlet has a proven track record of success with higher education institutions of a similar size, including several SEC institutions.
- Other Carnegie Dartlet higher education clients (many of which are UM peers) spoke quite highly of the work conducted.

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- Carnegie Dartlet consistently demonstrated a strong interest in working with UM.

The organization is large enough to support UM. In addition to Carnegie Dartlet's structure, the organization does not utilize contractors.

Staff Recommendation: Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Legal Staff has reviewed the proposed Agreement between University of Mississippi and Carnegie Dartlet, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. UMMC – REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH ASCEND CLINICAL, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) is requesting approval to enter into a Laboratory Services Agreement with **Ascend Clinical, LLC** for the laboratory testing for End Stage Renal Disease (ESRD) patients, as well as environmental laboratory testing (water, dialysate), in order to provide UMMC's dialysis clinics with professional laboratory results. The ESRD and environmental laboratory testing cannot be performed by UMMC's Clinical Laboratory.

Contractor's Legal Name: Ascend Clinical, LLC (Ascend)

History of Contract: On March 16, 2017, the Board approved a two (2) year agreement with Ascend for laboratory testing for End Stage Renal Disease (ESRD) patients, as well as environmental laboratory testing (water, dialysate), in order to provide UMMC's dialysis clinics with professional laboratory results. The agreement was approved up to a cost of \$550,000 and will expire March 31, 2019.

Specific Type of Contract: This is a new Laboratory Services Agreement.

Purpose: The purpose of the agreement is to provide clinical laboratory testing for End Stage Renal Disease (ESRD) patients, as well as environmental laboratory testing (water, dialysate), in order to provide UMMC's dialysis clinics with professional laboratory results. The ESRD and environmental laboratory testing cannot be performed by UMMC's Clinical Laboratory.

Scope of Work: Under the agreement, Ascend will provide:

- End Stage Renal Disease (ESRD) related laboratory services,
- additional laboratory services, such as environmental laboratory testing (water, dialysate) and any requested staff testing,
- transportation of specimens,
- specimen collection supplies and equipment,
- training to UMMC employees as needed,

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- use of laboratory's LabCheck® software, and
- laboratory testing results.

Term of Contract: The term of the agreement is three (3) years, April 1, 2019, through March 31, 2022.

Termination Options: Termination options include the following:

- by either party upon thirty (30) days written notice,
- by either party in the event of a material breach when such breach remains uncured thirty (30) days after written notice for breach of the agreement has been provided,
- immediately upon Ascend's ineligibility to participate in any federal or state healthcare programs, and
- failure by Ascend to comply with the federal E-Verify Program.

Contract Amount: The cost of the three (3) year agreement is approximately \$1,078,759.02. Actual costs vary based upon patient volume, patient payor mix, and the types of testing required for patients. Beginning in Year 2, UMMC has included a 20% annual patient volume growth.

Funding Source of Contract: The agreement will be funded by hospital patient revenue.

Contractor Selection Process: UMMC reviewed proposals from both Ascend and Spectra Laboratory (Spectra). Ascend is the only laboratory that can provide all necessary and complete renal lab and environmental testing within the required days and times frames of UMMC's dialysis facilities while maintaining quality care and outcomes.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Ascend Clinical, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

7. UMMC – REQUEST FOR APPROVAL OF A PURCHASE AGREEMENT WITH CARL ZEISS MICROSCOPY, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a purchase agreement with **Carl Zeiss Microscopy, LLC** to purchase a LSM 880 NLO multiphoton 34-Channel GaAsP Spectral Array Detector and FAST Airyscan Super-resolution laser scanning confocal microscope system for use in a research study for the United States Department of the Navy and Department of Defense. The system is a multifunctional laser scanning confocal microscope that also provides super-resolution

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fluorescence microscopy and multi-photon capabilities where the super-resolution function can be used in combination with the multiphoton laser.

Contractor's Legal Name: Carl Zeiss Microscopy, LLC (Carl Zeiss)

History of Contract: This is a new purchase agreement. UMMC recently purchased a microscope from Leica Microsystems, Inc. (Leica) for use in UMMC's research areas, as was approved by the Board in December 2018. While these two super resolution microscope systems do have some comparability, they are very different in functionality. Additionally, where the Leica system was purchased for multiple research studies and potential grant applications, the Carl Zeiss system is specifically required for a grant received from the United States Department of the Navy and the Department of Defense. This grant will allow UMMC to explore sound and neurotrauma-related pathologies, as well as potential therapeutic interventions by use of clinically-relevant animal models to examine issues of relevance to the Navy and Department of Defense. These issues include noise-induced and traumatic brain injury (TBI)-induced hearing loss and vestibular system damage; an exploration of the short-to-long term consequences of neuronal responses in the brain to concussion and/or blast injury, with a current focus on evolving pathologies and a future focus on connectivity changes; and determining the mechanisms for coordinating the eye and head during gaze changes, a critical capability, particularly in naval aviators.

Specific Type of Contract: This is a new purchase agreement

Purpose: The purpose of this agreement is to purchase a LSM 880 NLO multiphoton 34-Channel GaAsP Spectral Array Detector and FAST Airyscan Super-resolution laser scanning confocal microscope system for use in a research study for the United States Department of the Navy and Department of Defense. The system is a multifunctional laser scanning confocal microscope that also provides super-resolution fluorescence microscopy and multi-photon capabilities where the super-resolution function can be used in combination with the multiphoton laser. A grant received from the United States Department of the Navy and Department of Defense grant this purchase will allow UMMC to explore sound and neurotrauma-related pathologies, as well as potential therapeutic interventions by use of clinically-relevant animal models to examine issues of relevance to the Navy and Department of Defense. These issues include noise-induced and traumatic brain injury (TBI)-induced hearing loss and vestibular system damage; an exploration of the short-to-long term consequences of neuronal responses in the brain to concussion and/or blast injury, with a current focus on evolving pathologies and a future focus on connectivity changes; and determining the mechanisms for coordinating the eye and head during gaze changes, a critical capability, particularly in naval aviators.

Scope of Work: Under the agreement, Carl Zeiss will provide and install a LSM 880 NLO Ready 34-Channel GaAsP Spectral Array Detector and FAST Airyscan Superresolution laser scanning confocal microscope system, associated accessories, and a one (1) year limited warranty.

Term of Contract: The term of the agreement is for one (1) year from the date of shipment.

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Termination Options: The agreement may be terminated for the following:

- at any time by UMMC, subject to a twenty percent (20%) cancellation or restocking fee,
- by Carl Zeiss in the event UMMC is not able to accept the equipment due to a force majeure event,
- by Carl Zeiss in the event UMMC breaches its warranties that it pays its debts when due and in the ordinary course of business and is not insolvent,
- by Carl Zeiss in the event the equipment is held to infringe on any patent and the use of the equipment is enjoined, upon which Carl Zeiss would refund UMMC the depreciated value of the equipment, and
- by either party in the event a provision of the agreement is determined to be invalid, illegal, and unenforceable, and removing or amending the invalid provision has a material adverse effect on either party.

Contract Amount: The total estimated cost of the agreement is \$769,396.23

Funding Source of Contract: The current agreement will be funded by grant funds.

Contractor Selection Process: The Carl Zeiss microscope is a sole source purchase as no other vendor manufacturers or distributes the microscope and it is the only microscope that provides super-resolution fluorescence microscopy and multi-photon capabilities where the super-resolution function can be used in combination with the multiphoton laser. This specific microscope is required by the grant sponsor, the United States Department of the Navy and Department of Defense. In October 2018, UMMC advertised its intent to purchase the microscope as sole source in accordance with DFA regulations and received one objection that was later withdrawn.

Staff Recommendation: Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Carl Zeiss Microscopy, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UMMC – REQUEST FOR APPROVAL TO AMEND A MASTER LEASE AGREEMENT AND ENTER INTO A NEW FIXED PERIODIC PAYMENT SCHEDULE (LEASE) AND EQUIPMENT SERVICE AGREEMENT WITH OLYMPUS AMERICA, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Master Lease Agreement and enter into a new Fixed Periodic Payment Schedule (Lease) and Equipment Service Agreement (ESA) with **Olympus America, Inc. (Olympus)**. The Lease is for the lease of endoscopes and bronchoscopes used

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to perform digestive disorder and broncho-pulmonary endoscopy procedures. Under the ESA, Olympus will provide service on the leased equipment. UMMC also requests approval to amend the Lease and ESA to adjust the equipment to be leased and serviced without prior Board approval, so long as the total agreement cost does not exceed the approved total cost.

Contractor's Legal Name: Olympus America, Inc.

History of Contract: On October 18, 2012, the Board approved the Master Lease Agreement for the lease of endoscopes and bronchoscopes. The most recent lease schedule under the Master Lease Agreement and associated service agreement were approved by the Board on March 17, 2016, and will expire March 30, 2019.

Specific Type of Contract: This is an amendment to the Master Lease Agreement and a new Fixed Periodic Payment Schedule and Equipment Service Agreement.

Purpose: The purpose of the Lease is for Olympus to provide endoscopes and bronchoscopes used to perform digestive disorder and broncho-pulmonary endoscopy procedures. Some of the equipment provided will be new to UMMC, and some will be equipment that UMMC is currently utilizing under the current lease. The purpose of the ESA is to provide service on the leased equipment. As part of the service, Olympus will also supply UMMC with loaned equipment when the leased equipment is being serviced. The purpose of the amendment to the Master Lease Agreement is to add provisions to benefit UMMC and IHL.

Scope of Work: Under the Lease, Olympus will provide the equipment listed in the agreement, such as endoscopes and bronchoscopes used to perform digestive disorder and broncho-pulmonary endoscopy procedures. UMMC will trade-in four (4) bronchoscopes it currently owns. Under the ESA, Olympus will provide service for the leased equipment, including loaner equipment when the leased equipment is being serviced.

Term of Contract: The terms of the Lease and ESA are both thirty-six (36) months beginning April 1, 2019, and ending March 31, 2022.

Termination Options: The lease may be terminated for the following:

- by Olympus upon default by UMMC;
- in the event of a reduction in funds;
- by either party at any time upon thirty (30) days written notice provided that any equipment lease/schedule commenced pursuant to the Master Agreement has expired or been terminated and as long as there are no other obligation yet to be performed under the Master Agreement; and
- in the event Olympus fails to comply with the Federal E-verify program.

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The ESA may be terminated for the following:

- by either party in the event of a breach of a material obligation under the agreement upon thirty (30) days' written notice, and such breach is not cured during the thirty (30) day period;
- by either party without cause after the first twelve (12) months, upon ninety (90) days' written notice to the other party;
- by Olympus if UMMC does not issue payment timely, becomes insolvent or bankrupt, or does not comply with its obligations under the Agreement;
- by UMMC if Olympus becomes insolvent or bankrupt or does not comply with its obligations under the Agreement;
- by UMMC in the event Olympus assigns the Agreement to a third party without prior written consent; and
- by UMMC in the event Olympus or any of its employees are excluded or debarred from participation in any federal healthcare programs.

Contract Amount: The total cost of this agreement over the thirty-six (36) month term is \$1,734,410.24. The annual Lease cost is \$401,409.12, and the annual ESA cost is \$165,060.96. UMMC has also included potential costs of loaned equipment retained beyond the allowable time.

Funding Source of Contract: This agreement will be funded by hospital patient revenue.

Contractor Selection Process: The Olympus products qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13. Service of the leased equipment may only be performed by Olympus.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000.* Legal Staff has reviewed the proposed Master Lease Agreement, Lease and Equipment Service Agreement (ESA) between the University of Mississippi Medical Center and Olympus America, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. UMMC – REQUEST FOR APPROVAL TO AMEND THE MASTER SERVICES AGREEMENT WITH PRESS GANEY ASSOCIATES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Fifth Amendment to the Master Services Agreement with **Press Ganey Associates, Inc. (Press Ganey)** to add text services to the current survey delivery for patient satisfaction at all UMMC facilities. The Agreement allows UMMC to facilitate the measurement of the hospital and ambulatory clinics' patient satisfaction as

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required by The Joint Commission and the Centers for Medicare and Medicaid Services (CMS).

Contractor's Legal Name: Press Ganey Associates, Inc.

History of Contract: On August 20, 2015, the IHL Board of Trustees approved the Master Services Agreement between UMMC and Press Ganey for facilitation of the measurement of the hospital and ambulatory clinics' patient satisfaction as required by The Joint Commission and the Centers for Medicare and Medicaid Services (CMS). On January 21, 2016, the Board approved the First Amendment to add inpatient and outpatient behavioral health surveys for UMMC. The 2015 Medicare Access and CHIP Reauthorization Act (MACRA) repealed the Sustainable Growth Rate payment methodology for physician practices. The final rule merges major features of the PQRS, Electronic Health Record Meaningful Use (EHR MU), and Value Based Payment Modifier (VBPM) program requirements into a new payment incentive program called the MIPS. The MIPS is one track of the Quality Payment Program, where clinicians earn a performance-based payment adjustment to their Medicare payment. Beginning November 1, 2017, the MIPS CAHPS survey is an optional quality measure that groups participating in MIPS can elect to administer. However, it counts as a patient experience measure in the quality performance category. Additionally, a MIPS eligible clinician may also be awarded points under the improvement activities performance category for administering the survey.

On October 19, 2017, the IHL board approved the Second and Third Amendments to the Master Services Agreement. The Second Amendment replaced the Physician Quality Reporting System (PQRS) Consumer Assessment Healthcare Providers & System (CAHPS) Regulatory Survey with the Merit-Based Incentive Payment System (MIPS) CAHPS Regulatory Survey. The Third Amendment added the Neonatal Intensive Care Unit (NIC) eSurvey Blend methodology to UMMC's existing survey services and add the Outpatient and Ambulatory Surgery (OAS) Regulatory CAHPS Wave 2 surveys to UMMC's current Ambulatory Surgery eSurvey Blend services. Both amendments were effective November 1, 2017 and end coterminous with the original agreement date of September 30, 2020. The total approved cost of the amended agreement was \$2,599,643.81.

On October 18, 2018, the IHL board approved the Fourth Amendment to the Master Services Agreement. The Fourth Amendment added UMMC's Grenada facility to the covered survey services. The Fourth Amendment was effective November 1, 2018 and ends coterminous with the original agreement date of September 30, 2020. The total approved cost of the amended agreement was \$2,680,403.81.

Specific Type of Contract: This is the Fifth Amendment to the Master Services Agreement.

Purpose: The purpose of the Fifth Amendment is to add text services to the current survey delivery for patient satisfaction at all UMMC facilities. The Agreement allows UMMC to facilitate the measurement of the hospital and ambulatory clinics' patient satisfaction as

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required by The Joint Commission and the Centers for Medicare and Medicaid Services (CMS).

Scope of Work: Under the Fifth Amendment, Press Ganey will:

- Provide unlimited text invitations for surveys in the areas of ambulatory surgery, emergency department, inpatient, medical practice, neonatal intensive care unit, outpatient services, pediatric emergency, and pediatric inpatient at all UMMC facilities;
- Provide patient experience reports;
- Provide client support service; and
- Provide advisor support.

UMMC will:

- Comply with all CMS OAS CAHPS standards and guidelines;
- Provide a list of patients in a data file by the data submission deadline established by Press Ganey. The data file must conform to Press Ganey file specifications;
- If client chooses to stratify their sample, ensure that each stratification group has a minimum of ten (10) patients to sample per month.
- According to the CAHPS Quality Assurance Guidelines a Client may only change CAHPS vendors at the beginning of a calendar quarter. Therefore, any cancellation will not be valid until after data submission to CMS has been completed for applicable calendar quarter.
- Include the Press Ganey copyright on each survey;
- Recognize that clients are prohibited from altering the OAS CAHPS survey including dropping standard questions or changing the rating scale;
- Designate a root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within the organization;
- Upon the departure of an employee from UMMC's facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems;
- Prior to processing data, provide Press Ganey a completed demographic profile for the contracted service(s). Profiles must be completed and returned to UMMC's Account Manager by the first of the month preceding the month in which the facility is to receive the first report;

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- Notify Press Ganey of changes to the demographic profiles prior to the first business day of the month preceding the report month, including changes in unit configurations and specialty designations;
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy or industry guidelines including privacy policies to enable Press Ganey to execute its obligations under this Agreement; and
- Comply with the requirements of sampling strategy and survey distribution methodology.

Term of Contract: The Fifth Amendment will begin April 1, 2019, and end coterminous with the original agreement. The original agreement is for a period of five (5) years, beginning October 1, 2015, and continuing until September 30, 2020.

Termination Options: Termination options include:

- Press Ganey may terminate the agreement for past due payment;
- After three (3) years, either party may terminate the agreement upon sixty (60) days' written notice to the other party;
- Either party may immediately terminate the agreement in the event of a material breach by the other party that has not been cured within 45 days;
- In the event of a reduction in available funds to UMMC;
- Failure by Press Ganey to comply with the federal E-Verify Program; and
- UMMC may terminate the agreement in the event Press Ganey improperly uses or discloses protected health information in breach of the agreement.

Contract Amount: There is no additional cost for the Fifth Amendment. The total estimated cost of the amended agreement over five (5) years remains \$2,680,403.81.

Funding Source of Contract: The agreement will be funded by hospital patient revenue.

Contractor Selection Process: UMMC is currently contracted with Press Ganey.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Press Ganey Associates, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

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**10. UMMC – REQUEST FOR APPROVAL OF A LEASE AGREEMENT WITH
SOUTHEAST MEDICAL PROPERTIES I, LLC**

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Lease with **Southeast Medical Properties I, LLC (Southeast)** for 11,814 square feet of clinic space located at 2925 Layfair Drive, Flowood, Mississippi. At this location, UMMC Women's Care provides comprehensive and compassionate medical care for women during every stage of life. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment of the monthly rent in advance each month.

Contractor's Legal Name: Southeast Medical Properties I, LLC

History of Contract: This is a new lease of this space by UMMC. In 2009, University Physicians, PLLC (UP), entered into a lease with Southeast for clinic space. The UP lease was for a term of ten (10) years, with an option to renew for an additional five (5) years. UP's original ten (10) year term will expire September 15, 2019. UMMC previously subleased a portion of the clinic space for a hospital diagnostic lab used in conjunction with the physician practice. The sublease of 2,236 square feet was approved by the Board on October 21, 2010, for a five (5) year term. However, once UMMC and UP consolidated in 2012, a sublease arrangement was no longer required.

Specific Type of Contract: This is a new Lease.

Purpose: The purpose of the lease is to lease approximately 11,814 square feet of clinic space located at 2925 Layfair Drive, Flowood, Mississippi. At this location, UMMC Women's Care provides comprehensive and compassionate medical care for women during every stage of life.

Scope of Work: Under the lease, Southeast will:

- Lease 11,814 square feet of clinic space to UMMC;
- Provide an improvement allowance for minor renovations that may be necessary for UMMC's occupancy;
- Maintain and repair the premises in good order and repair;
- Provide lamp and ballast replacement services;
- Provide and maintain a service contract for HVAC services; and
- Provide all parking at the building.

UMMC will be responsible for:

- Maintenance, repair, and operation of UMMC's personal property located at the premises; and
- Reimbursement of landlord's operating expenses for the premises.

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Term of Contract: The term of the agreement is five (5) years, from September 16, 2019, through September 15, 2024.

Termination Options: Termination options include:

- By either party upon sixty (60) days' notice in the event the premises or building is damaged or destroyed and cannot be repaired or rebuilt to the condition which existed prior to such destruction or casualty;
- By either party upon written notice within thirty (30) days in the event a material portion of the premises is taken by power of eminent domain;
- In the event of a default of the lease by either party, the non-defaulting party may terminate if the default is not cured within fifteen (15) days, or forty-five (45) days in the event of UMMC's failure to pay rent when due;
- By Southeast for the portion of the lease that UMMC proposes to assign to an entity that is not a governmental entity or to an individual;
- By Southeast in the event UMMC abandons the premises for more than 180 consecutive days;
- By UMMC in the event of a reduction in funds; and
- By either party in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within sixty (60) days.

Contract Amount: The total potential cost of the lease is \$1,765,596.42 over the five (5) year term. UMMC's initial base rent is approximately \$27.04 per square foot, which increases approximately two percent (2%) each year thereafter. UMMC has included additional potential costs for increases in operating costs up to five percent (5%) each year. This total contract total does not include waste management and utility services.

Funding Source for Contract: The agreement will be funded by patient revenue.

Contractor Selection Process: The clinic space is currently under lease by University Physicians, PLLC.

Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between University of Mississippi Medical Center and Southeast Medical Properties I, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

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11. UMMC – REQUEST FOR APPROVAL OF A PURCHASE AGREEMENT WITH TERUMO BCT, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a purchase agreement with **Terumo BCT, Inc.** for the purchase of disposables used with Terumo’s Spectra and Spectra Optia Apheresis Systems. Under the agreement, UMMC will purchase disposables for UMMC’s existing four (4) Spectra Optia systems. The Spectra Optia is a therapeutic apheresis, cell processing, and cell collection platform used to treat both adult and pediatric patients. The system adds, removes, or replaces blood components for patients undergoing treatments such as bone marrow transplant, sickle cell, leukemia, platelet disorders, or some neurological diseases.

Contractor’s Legal Name: Terumo BCT, Inc. (Terumo)

History of Contract: UMMC owns four (4) Spectra Optia Apheresis Systems, purchased in May 2017, to replace four (4) of the same that were at the end of life. On June 15, 2017, the Board approved a one-year purchase agreement for the disposables used with the apheresis systems, which expired on June 30, 2018. From July through December 2018, UMMC purchased the disposables on an as-needed basis without a contract in place. Terumo did not offer a discount for the disposables and did not otherwise require a contract at that time. However, beginning January 1, 2019, Terumo changed the configuration of its disposables and now requires contracts with its customers for the purchase of the disposables. In order to avoid interruption to patient care, in February 2019, UMMC entered into a short-term agreement with Terumo to allow time to negotiate the proposed agreement and submit to the Board for approval.

Specific Type of Contract: This is a new purchase agreement

Purpose: The purpose of this agreement is to purchase disposables used with Terumo’s Spectra Optia Apheresis Systems. Under the agreement, UMMC will purchase disposables for UMMC’s existing four (4) Spectra systems. The Spectra Optia is a therapeutic apheresis, cell processing, and cell collection platform used to treat both adult and pediatric patients. The system adds, removes, or replaces blood components for patients undergoing treatments such as bone marrow transplant, sickle cell, leukemia, platelet disorders, or some neurological diseases.

Scope of Work: Under the agreement, UMMC will purchase disposables used with Terumo’s Spectra Optia Apheresis Systems.

Term of Contract: The term of the agreement is for two (2) years, April 1, 2019 through March 31, 2021.

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Termination Options: The agreement may be terminated for the following:

- by UMMC, at any time, upon thirty (30) days written notice, and
- reduction of funds.

Contract Amount: The total estimated cost of the agreement for two (2) years is \$778,893.00 including freight. Freight for the disposables used with Terumo's Spectra Optia apheresis systems averages \$6.50 per box.

Funding Source of Contract: The current agreement will be funded by hospital patient revenue.

Contractor Selection Process: The Terumo products qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13.

Staff Recommendation: Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi Medical Center and Terumo BCT, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

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Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

Board Policy §902, Initiation of Construction Projects

The Board must approve the initiation of a project for the construction of new facilities, repairs and renovations to existing facilities and requests for a capital outlay with a total project budget exceeding \$1,000,000 regardless of how the projects are financed. It is the intent of the Board that its appropriate staff under the direction of the Commissioner shall be involved in all phases of building projects requiring approval by the Board. All construction, repairs, and renovation projects with a total budget of \$1,000,000 or less may be approved by the Institutional Executive Officer. However, all projects utilizing any state bond funds, including Ayers funds, must be initiated with STAFF approval from the Office of Real Estate and Facilities. No further approvals are required by IHL staff for projects of \$1,000,000 or less unless the budget changes. All budget changes for these projects must be reported to the Office of Real Estate and Facilities.

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

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If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution's property even if the land is leased to an institution's affiliated entity or a private developer.

Board Policy §905(A), Real Estate Management

Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Board approval prior to the execution of a contract for the sale of real property is required for all land sales, regardless of the sale price. Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Request for approval of land contracts shall include property descriptions, terms of purchase, lease, or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.

Board Policy §905(B), Real Estate Management

Prior to Board consideration of the purchase or acceptance of real estate from any source, a Phase I or more detail Environmental Report shall be completed by qualified personnel and submitted to the Board's Real Estate and Facilities Office. In the event hazardous substances are confirmed as having existed in the past or as presently existing, the Board reserves the right to cancel the transaction without liability, or to permit the other party or parties to remove the hazardous substances at its or their expense in a manner sufficient to receive a "no further action" letter from the State's Department of Environmental Quality.

Board Policy §917, Naming of Buildings and Facilities

Board approval must be obtained prior to naming or re-naming any institutional building or facility. However, assigning generic names which are descriptive of the functions served by a building – such as "University Athletic Training Facility" or "Chemistry Building"— does not require Board approval, unless the building has an existing non-generic name which is to be changed or modified. Board approval must also be obtained prior to naming or re-naming any building or facility built on university property leased to a university affiliated entity, a private developer or any other individual or entity.

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Board Policy §919, Pre-requisites for Building Modification or Demolition

Prior to scheduling a building on an institution’s property for restoration, improvement, construction, repair, renovation, rehabilitation, demolition or similar work, the institution shall secure an inspection and approval from the Mississippi Department of Environmental Quality and a permit or written permission from the Mississippi Department of Archives and History authorizing the requested building action. After obtaining approval from these two agencies, a request for the building modification or demolition shall be submitted to the Board for approval. The request to the Board must include documentation evidencing approval by the Department of Environmental Quality and the Department of Archives and History.

APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

BUREAU OF BUILDING PROJECTS

1. MUW – GS 104-192 – Demolition of Taylor and Keirn Halls

Project Request: Mississippi University for Women requests approval to initiate a project, Demolition of Taylor and Keirn Halls, and to appoint JBHM Architecture as the design professional.

Proposed Project Professional: JBHM Architecture

Selection Method: The project budget is not anticipated to exceed \$3M therefore the university is not required to use the RFQ method for the selection of the design professional. However, the university opted to select the design professional using the RFQ method.

Purpose: Mississippi University for Women is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to proceed with the demolition of the buildings in order to allow the university space to construct a building to house the Culinary Arts Institute.

Project Scope: The project will consist of design calculations, field investigations, plans, specifications, administer bidding process, recommendations for award of construction contract, and project inspections for the demolition of Taylor and Keirn Halls.

Mississippi University for Women is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that

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requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: March 21, 2019

Date of Original Construction: N/A (Demolition)

Date of Last Renovation: N/A (Demolition)

Proposed Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 2,589,172.00
Architectural and Engineering Fees:	169,914.00
Misc. Project Costs:	29,500.00
Furniture & Equipment Costs:	0.00
Contingency:	111,414.00
Total Project Budget	\$ 2,900,000.00

Proposed Funding Source(s): HB 1649, Laws of 2018 (\$2,590,000); SB 2906, Laws of 2015 (\$297,064.18); HB 1729, Laws of 2016 (\$12,935.82)

Staff Recommendation: *Board staff recommends approval of this item.*

IHL PROJECTS

2. UM – IHL 207-450 – Pharmacy Research Building

Project Request: The University of Mississippi requests approval to initiate a project, Pharmacy Research Building.

Proposed Project Professional: TBD through RFQ method

Selection Method: The project budget is anticipated to exceed \$3M therefore the university is required to use the RFQ method for the selection of the design professional.

Purpose: The University of Mississippi is seeking to initiate the project and follow the RFQ and interview process to select the design professional. The University of Mississippi intends to construct a new 3 story Pharmacy Research Building on the Oxford campus. The exact size of the building, the scope of work, and location is not

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known at this time. Once a design professional is selected, the professional will assist the University of Mississippi in determining the project scope, site, and budget. Initially, funds will be used for design only. The University of Mississippi will submit subsequent Board agenda items to appoint the design professional and increase the budget as required to reflect the established scope of work.

Project Scope: This building will be a pharmacy research building comprising wet labs for biomedical research, and administrative space. It is possible that this project could provide the opportunity to replace the aging Waller Lab building. However, more details will be determined after the design professional is selected.

The University of Mississippi is seeking to initiate the project in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: March 21, 2019

Date of Original Construction: New Building

Date of Last Renovation: New Building

Proposed Project Budget: (Design Fees Only)

		<i>Estimated</i>
Construction Cost:	\$	0.00
Architectural and Engineering Fees:		1,000,000.00
Misc. Project Costs:		0.00
Furniture & Equipment Costs:		0.00
Contingency:		0.00
Total Project Budget	\$	1,000,000.00

Proposed Funding Source(s): Internal R&R Funds (\$1,000,000)

Staff Recommendation: *Board staff recommends approval of this item.*

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APPROVAL OF OTHER REAL ESTATE REQUESTS

3. MSU – Delete from Inventory and Demolish – Building #1582 –Stoneville, Mississippi

Project Request: Mississippi State University requests approval to delete from inventory and demolish Building #1582 located in Stoneville, Mississippi.

Justification: This building is in poor condition and no longer serves the mission of the Experiment Station. This building is located at the Delta Research and Extension Center in Stoneville, MS.

The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities. Mississippi State University is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

Staff Recommendation: Board staff recommends approval of this item.

4. MSU – Delete from Inventory and Demolish – Building #2220 (East Road 53) and Building #2157 (East Road 40) –Starkville, Mississippi

Project Request: Mississippi State University requests approval to delete from inventory and demolish Building #2220 (East Road 53) and Building #2157 (East Road 40) located on the MSU campus in Starkville, Mississippi.

Justification: The buildings are currently in the right-of-way for the proposed new Bulldog Way Road. The buildings will have to be removed to accommodate the road project.

The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities. Mississippi State University is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

Staff Recommendation: Board staff recommends approval of this item.

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1. UM – APPROVAL TO CONTRACT WITH HOGAN LOVELLS AS OUTSIDE COUNSEL

The University of Mississippi requests approval to enter into a contract with Hogan Lovells, as outside counsel, to provide legal advice and counsel regarding various international laws, regulatory and compliance requirements in Nigeria, Germany, India, Brazil and Ethiopia related to the UM School of Journalism offering integrated marketing communication studies in those countries and the UM Law School offering an online masters programs in air and space in those countries. (Each of the five countries have different court systems, administrative processes, and laws related to higher education, student privacy rights, the potential tax consequences for universities seeking to enroll students abroad, the requirements for distance education, and professional licensure and degree recognition.) The term of the legal services contract is April 1, 2019 to April 1, 2020. The hourly rate will be \$795 per hour for Hogan Lovells partner William Ferreira and \$470 per hour for Hogan Lovells associate Adeline Rosales, with a maximum amount payable under the contract of \$35,000. This firm carries professional liability insurance coverage in the amount of \$27,531,385 per claim with an annual aggregate of \$82,593,131. This request has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

2. UMMC - APPROVAL TO AMEND A CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to amend a contract with Butler Snow LLP to add non-attorney, healthcare regulatory and compliance professionals to the agreement and to increase the do not exceed amount payable under the contract. The hourly rates for these professionals are \$295 per hour for the Senior Executive Healthcare Policy and Compliance Advisor and \$195 per hour for the Senior Compliance and Coding Advisors. The maximum amount payable under the contract is increased from \$700,000 to \$950,000. All other terms of the existing agreement, which began on July 1, 2018 for a term of one year, remain unchanged. This firm carries professional liability insurance coverage in the amount of \$50,000,000 per claim with an aggregate of \$100,000,000. This amendment has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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3. USM – REQUEST FOR APPROVAL TO AMEND AFFILIATION AGREEMENT WITH THE UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC ASSOCIATION

IHL Board Policy 301.0806 University Foundation/Affiliated Entity Activities requires that each University enter into a formal contractual Affiliation Agreement with its development foundations, research foundations, athletic foundations, alumni associations and any other similar university affiliated entity in a form approved by the Board. This Affiliation Agreement shall be reviewed for approval by the Board at least every five (5) years or anytime there are substantive changes made to an Agreement. The University of Southern Mississippi (USM) requests IHL Board approval for an Amended Affiliation Agreement between USM and the University of Southern Mississippi Athletic Foundation (Athletic Foundation). This agreement shall commence on March 21, 2019 and expire on December 31, 2022. The original Affiliation Agreement, which was effective January 1, 2018 through December 31, 2022, is being amended to allow the Athletic Foundation to hold the multi-media/advertising/sponsorship rights contracts for the benefit of USM athletics programs. Additionally, the Affiliation Agreement is being amended to grant the Athletic Foundation the athletic team apparel and footwear use and sponsorship rights for the benefit of USM athletics programs. The Athletic Foundation would receive any revenues derived therefrom and would distribute those to the USM athletics programs as needed. The specific amendments to the Affiliation Agreement are contained within the Preamble, as well as sections 2.19, 2.20, 2.21, 3.9 and 3.10.

**AMENDED AFFILIATION AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
AND
THE UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION**

This Amended Affiliation Agreement (this “Agreement”) is made and entered into effective this 21st day of March, 2019 (the effective date) by and between THE UNIVERSITY OF SOUTHERN MISSISSIPPI, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and THE UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION, a corporation duly organized under the laws of the State of Mississippi (the “Athletic Foundation”). This agreement is designed to govern the relationship between the University and the Athletic Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Athletic Foundation and the Athletic Foundation will provide certain support and services for and on behalf of the University.

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PREAMBLE

WHEREAS, the Athletic Foundation has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation dated July 14, 2000;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations with the approval of its governing board, the Board of Trustees for Institutions of Higher Learning in the State of Mississippi (“IHL”);

WHEREAS, the Athletic Foundation has the responsibility under its mission statement and as a non-profit corporation to use its resources in a responsible and effective manner to further the literary and educational programs of the University and to aid the University’s Department of Intercollegiate Athletics as outlined in its Articles of Incorporation;

WHEREAS, the University and the Athletic Foundation anticipate that the University will provide the Athletic Foundation with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support, and assistance the Athletic Foundation shall provide the University; and

WHEREAS, the University and the Athletic Foundation desire to define the arrangements concerning services, facilities, premises, and activities as set forth in this Amended Agreement;

WHEREAS, the University has determined that it is in the best interest for athletic fundraising and other services to be coordinated through the Athletic Foundation to increase efficiency and to expand the current sources of support for the University athletic programs;

THEREFORE, the University and the Athletic Foundation desire to amend its original Affiliation Agreement to allow the Athletic Foundation to hold the multi-media, advertising, and sponsorship rights contracts for the benefit of University athletic programs. Additionally, the University and the Athletic Foundation desire to amend its original Affiliation Agreement to grant the Athletic Foundation the athletic team apparel and footwear use and sponsorship rights for the benefit of University athletic programs.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the University and the Athletic Foundation do hereby agree, as follows:

ARTICLE 1. PERSONNEL, FACILITIES AND SERVICES

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1.1 The Athletic Foundation may utilize, with the approval of the Director of Intercollegiate Athletics (“AD”) who also serves as Chief Executive Officer (“CEO”) of the Athletic Foundation (“CEO”), which approval shall not be unreasonably withheld, such University administrative, professional, and other employees from time to time as are needed to carry out the purposes of the Athletic Foundation as agreed by the University. The Athletic Foundation may also recommend to the AD/CEO changes in personnel, as necessary, for those University employees who perform work for or under the direction of the Athletic Foundation Board or the Athletic Foundation employees.

1.2 The Athletic Foundation may utilize, with the approval of the AD/CEO, which approval shall not be unreasonably withheld, such University facilities from time to time as are needed to carry out the purposes of the Athletic Foundation as agreed by the University.

ARTICLE 2. ATHLETIC FOUNDATION OBLIGATIONS

2.1 The Athletic Foundation, in cooperation with the University, agrees to use its reasonable best efforts to solicit and develop private and corporate support for the University and its athletics programs and to develop affinity programs to promote affinity and support for the University and its athletics programs. When soliciting support for the benefit of the University, the Athletic Foundation agrees to solicit and/or accept only those gifts that are consistent with the University’s missions, goals, and obligations. The Athletic Foundation shall manage all Athletic Foundation funds in its control in a fiscally sound and prudent manner and consistent with the terms of this Agreement.

2.2 The Athletic Foundation agrees to provide in support of the University Department of Intercollegiate Athletics in the current Fiscal Year (for purposes of this Agreement, the Athletic Foundation and the University’s Fiscal Year begins each July 1 during the life of this Agreement and ends the following June 30) an amount as mutually agreed upon by the University and the Athletic Foundation no later than July 1 of each year. This may consist of supplemental compensation that has been approved by the AD/CEO and the University President (in which event, the Athletic Foundation agrees to report such approval and supplemental compensation to IHL at its next official meeting), debt service and other expense related to the activities of the Athletic Foundation.

2.3 Prior to the end of each Fiscal Year during this Agreement, the Athletic Foundation shall submit an annual budget for the forthcoming Fiscal Year to the University President.

2.4 The Athletic Foundation agrees to maintain its financial and accounting records separate from the records of the University and in accordance with Generally Accepted Accounting Principles applicable for its industry. The Athletic Foundation agrees to retain all books, accounts, reports, files and other records relating to this Agreement, the

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operation and management of the Athletic Foundation or any funds contributed to, received by, expended by, or managed by the Athletic Foundation, and to make such records available at all reasonable times for inspection and audit by the University President or his/her designees, during the term of and for a period of five (5) years after the completion of this Agreement. Such records shall be provided at the Athletic Foundation's offices on the University's Hattiesburg Campus, or such other location as designated by the University upon reasonable notice to the Athletic Foundation. To the extent that information is inspected, reviewed or received by the AD/CEO or the University President or his/her designees, with respect to the identity of donors or sponsors who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors or sponsors with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Athletic Foundation by third parties, such information shall be treated as confidential by the AD/CEO or the University President and by any designee who may review or acquire such information, the University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL, acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL and, further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor shall be made by the IHL acting upon its minutes.

2.5 The Athletic Foundation agrees that it may only use its resources to further the athletic and educational programs of the University and to aid the University's Department of Intercollegiate Athletics as outlined in its Articles of Incorporation. The Athletic Foundation further agrees that it may not amend its Articles of Incorporation during the life of this Agreement unless the University consents to the proposed amendment. The University agrees, through the University President and the AD/CEO, to keep the Athletic Foundation apprised of the University's needs and priorities. The Athletic Foundation agrees to consider and communicate to the University its ability and plans to fund those needs and priorities.

2.6 The Athletic Foundation agrees to submit annual financial statements, which shall include such detail as the IHL Board may from time to time require. The Athletic Foundation will engage a Certified Public Accounting (CPA) firm to perform the annual audits of the Athletic Foundation's annual financial statements and will submit the audited financial statements, along with a list of Entity officers, directors or trustees, not later than five months (December 1) following the completion of the Athletic Foundation's fiscal year, to the University President and to IHL. On occasion, the annual audited financial statements will be required for inclusion in the State of Mississippi's

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Comprehensive Annual Financial Report (CAFR). If the Athletic Foundation is required to submit its annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Associate Commissioner for Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Athletic Foundation agrees to submit the annual audited financial statements to the University President and to the IHL, along with a list of Entity officers, directors or trustees, by October 15 of each year. The IHL Board's Associate Commissioner for Finance and Administration shall notify the Athletic Foundation of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Athletic Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months (March 30) prior to the end of the Athletic Foundation's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. At the request of the Athletic Foundation, the University President, with the approval of the IHL Board, may grant a request made by the Athletic Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Athletic Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Athletic Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Athletic Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Athletic Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Athletic Foundation shall contemporaneously submit an annual report to the University and to IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to the University employees or paid directly to University employees at the AD/CEO's request under Article 2.2. This reporting requirement does not apply to transfers to the University by the Athletic Foundation that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.7 Except as directed by the AD/CEO and approved by the University President under Article 2.2 or Article 2.13 and consistent with applicable laws and regulations as outlined in Article 4, the Athletic Foundation shall provide no benefit or

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compensation to any University employee. Notwithstanding the foregoing, the Athletic Foundation shall not pay or provide compensation to the University President, to any IHL system office employee, or to the University for the purpose of supplementing the University President's salary without the prior approval of the IHL. Any request for such approval shall come through the Commissioner of the IHL.

2.8 The Athletic Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by the University for use by the Athletic Foundation, including all such trademarks, service marks, and trade names historically associated with the Athletic Foundation.

2.9 The Athletic Foundation shall adopt and maintain a conflict of interest policy that complies with all requirements of Miss. Code Ann. § 79-11-269 as amended from time to time.

2.10 All gifts received by the Athletic Foundation shall be deposited and receipted in a timely manner in accordance with the directive of the donor. Gifts made to the Athletic Foundation shall be accounted for and ownership maintained by the Athletic Foundation. If a situation exists where the Athletic Foundation has accepted a gift intended by the donor or donor representative solely for the University, the Athletic Foundation shall immediately account to the University for the gift.

2.11 As members of the Board of Directors and Executive Committee of the Athletic Foundation, the Athletic Foundation shall provide the AD/CEO and University President notice of any regular, annual, or special meetings of the Athletic Foundation Board of Directors, and the AD/CEO, University President or their designees have the right to attend any such meetings.

2.12 The Athletic Foundation agrees to timely satisfy any and all financial obligations to third parties.

2.13 The Athletic Foundation agrees to manage and support the University Department of Intercollegiate Athletics Courtesy Car/Airplane Program consistent with the policies and guidelines for such program approved by the AD/CEO.

2.14 The AD/CEO may from time to time make other requests from the Athletic Foundation or seek other assistance from the Athletic Foundation in accomplishing the mission of the University Department of Intercollegiate Athletics, and the Athletic Foundation agrees that it will not unreasonably deny any such requests.

2.15 The Athletic Foundation shall provide the University information in the form of an audit reflecting the portion of the cost incurred by the Athletic Foundation

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utilizing University employees for Athletic Foundation operations with this cost to be reviewed annually by the Athletic Foundation and the University.

2.16 The Athletic Foundation shall provide the University information in the form of an audit reflecting the portion of the expenses the University incurs as a result of the Athletic Foundation operations, including facilities, telephone, mail, and other such services provided on a monthly basis with this cost to be reviewed annually by the Athletic Foundation and the University.

2.17 The Athletic Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed two (2) years.

2.18 The Athletic Foundation shall maintain an appropriate methodology under which all gifts, grants, endowments and other assets are accepted and accounted for, an appropriate procedure to determine how income related to those assets is computed and distributed to the University, and the terms under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Athletic Foundation.

2.19 The Athletic Foundation shall administer, including marketing, production and distribution of, any and all (1) radio and television networks and programming for University athletic programs; and (2) publications for appropriate University athletics programs. The Athletic Foundation shall furthermore sell all University athletic program advertising and sponsorships for such broadcasting, programming and publications, and receive revenues, if any, derived therefrom.

2.20 The Athletic Foundation shall (1) administer, including marketing and selling, all corporate advertisements and sponsorships for University athletic events and venues within guidelines agreed to by the University and (2) receive all revenue, if any, derived therefrom.

2.21 The Athletic Foundation shall (1) administer all athletic team apparel and footwear uses and sponsorships and (2) receive all revenue, if any, derived therefrom.

ARTICLE 3. SEATING PRIORITY AND OTHER IN-KIND SUPPORT

To assist the Athletic Foundation in discharging its obligations under this Agreement and in soliciting, developing, and generating private and corporate support for the University and its athletics programs, the University grants the Athletic Foundation the following rights.

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3.1 The exclusive right to assign seating priority at University athletics events, including University football games, home baseball games, women's basketball games, men's basketball games, and other athletics events in the discretion of the AD/CEO.

3.2 The exclusive right to assign parking privileges to park in restricted areas designated by the AD/CEO for certain athletics events, including University football games, baseball games, women's basketball games, men's basketball games, and other athletics events in the discretion of the AD/CEO.

3.3 A non-exclusive, non-transferable license to use the intellectual property of the University including but not limited to trademarks, service marks, and logos consistent with University policy and its contract with Licensing Resource Group, including but not limited to a license to use marks developed by the University for use by the Athletic Foundation.

3.4 An exclusive, transferable license to use the intellectual property of the University including but not limited to trademarks, service marks, and trade names historically associated with the Athletic Foundation or developed by the University for the Athletic Foundation's use.

3.5 The designation as a University official affiliated entity.

3.6 Such other rights, privileges or benefits as the AD/CEO, in the AD/CEO's sole discretion, may determine will assist the Athletic Foundation in discharging its obligations under this Agreement.

3.7 The University shall provide support services to the Athletic Foundation of the type provided to University departments including, but not limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool, public relations, marketing, technology and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

3.8 The University shall provide the Athletic Foundation employees and/or University employees assigned to the Athletic Foundation staff identification cards, parking privileges, admission to athletics and entertainment events, and access to the University's library and to its recreation and fitness programs and all other benefits and programs available to University employees at the same rates and under the same terms as those benefits and facilities are made available to the University administrators and other employees.

3.9 The University shall grant to the Athletic Foundation for the University athletics programs the exclusive multi-media advertising and sponsorship rights, including

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the right to administer, market, sell, and transfer such rights. Such rights shall include, without limitation, advertising and sponsorship rights associated with print, media, radio and television programming, existing and new signage at University athletic events and venue and related promotional and sponsorship rights for the University's athletics programs.

3.10 The University shall grant the Athletic Foundation exclusive athletic team apparel and footwear use and sponsorship rights for the University's athletics programs.

ARTICLE 4. COMPLIANCE

4.1 The Athletic Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by IHL, by Conference USA ("C-USA") or by the National Collegiate Athletics Association ("NCAA"). In managing the rights, privileges, and benefits assigned to the Athletic Foundation in Article 3 above, the Athletic Foundation shall include as a condition of any contract or agreement assigning to a third party any of those rights, privileges or benefits, that the rights, privileges or benefits may be withheld if the recipient or prospective recipient has engaged in conduct that the University or the Athletic Foundation reasonably believes to be a violation of C-USA or NCAA rules or legislation.

ARTICLE 5. INSURANCE

5.1 The Athletic Foundation shall maintain insurance coverage as deemed appropriate by the Athletic Foundation's Board of Directors, including but not limited to the bonding of its officers and other appropriate persons and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

ARTICLE 6. REPORTING

6.1 The Athletic Foundation shall, by each December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the Athletic Foundation for the preceding fiscal year to the AD/CEO, to the University President and to IHL, and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Athletic Foundation, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 2.2 and 2.6 of this Agreement.

6.2 The Athletic Foundation shall promptly notify the University President and the IHL, in writing, if any of the following events ("Reportable Events") occur:

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1. The Athletic Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Athletic Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Athletic Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Athletic Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Athletic Foundation or upon its status as a tax exempt organization; or
6. The Athletic Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members (other than a full time employee of the Athletic Foundation or the AD/CEO as approved by the University President under Article 2.2 or Article 2.13 and consistent with applicable laws and regulations as outlined in Article 4) or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for the Athletic Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

6.3 The Athletic Foundation's AD/CEO shall submit to the University President and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Athletic Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the University President and the IHL, as required in Section 6.2 above. In this certification the Athletic Foundation's chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Athletic Foundation AD/CEO will immediately notify, in writing, the University President.

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall be extended until December 31, 2022, if not renewed by mutual consent of the parties before that date.

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7.2 The University President may terminate this Agreement without cause with thirty (30) days' prior notice to the Athletic Foundation and prior approval of IHL, acting upon its minutes.

7.3 The University President may terminate this Agreement for cause with no notice to the Athletic Foundation, but with prior notice to the IHL and prior approval of IHL, acting upon its minutes.

7.4 The Athletic Foundation has no right to terminate this Agreement without the consent of the University President and the IHL.

7.5 Upon termination and/or non-renewal of this Agreement, (1) the Athletic Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) the Athletic Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Athletic Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Athletic Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by University President; and (5) the Athletic Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Athletic Foundation are necessary to continue the business and/or wind up the affairs of the Athletic Foundation.

7.6 The Athletic Foundation agrees to cease using University's name, marks, and logos in the event that the Athletic Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

7.7 The University and the Athletic Foundation have a long history of mutual cooperation and support. Athletic Foundation Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Athletic Foundation and the mission of the University. If the University President determines that the relationship between the University and the Athletic Foundation is unduly detrimental to the well-being of the University, the President shall notify the Commissioner of Higher Education. The IHL shall then attempt to reconcile the parties, including mediation if advisable. If, however, the IHL determines and notifies the University President that it is in the best interest of the University to substitute new members of the Board of Directors

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of the Athletic Foundation, the President may direct that at the expiration of a ninety-day period, the terms of office of up to 100 percent of the total number of Directors shall be deemed to have expired. Upon such event, a seven-person Commission shall be selected as follows: 1) one member appointed by the University President, 2) one member appointed by the AD/CEO (or Acting AD/CEO), 3) one member appointed by the IHL, 4) one member appointed by The University of Southern Mississippi Alumni Association, 5) one member appointed by The University of Southern Mississippi Foundation, and 6 and 7) two members selected by a majority vote of then living and competent individuals (not including entities such as corporations or foundations) who are members of the Circle of Champions and higher donor groups within the Athletic Foundation, or then existing equivalent donor group or groups with a lifetime giving of \$100,000 or greater by whatever name. The Commission shall then appoint within the ninety-day period, by majority vote, members, which may include former Athletic Foundation Board Directors, to the Athletic Foundation Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Athletic Foundation. In the unlikely event that the Commission, as described above, shall appoint a new Board of Directors for the Athletic Foundation, it is expressly understood that any, or all, of the previous Athletic Foundation Board members may be recommended by this Commission to serve on the new Athletic Foundation Board of Directors.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Athletic Foundation is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 Neither the University nor the Athletic Foundation shall have any liability for the obligations of the other party.

8.4 The parties agree that the Athletic Foundation is a private, independent entity and, as such, is not governed by the IHL. To insure the independence of the Athletic Foundation, no IHL employee shall hold a voting position on the Athletic Foundation Board. Senior University administrators should only participate on the Athletic Foundation's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

8.5 The University and the Athletic Foundation agree that the Athletic Foundation's donor and giving records and any other financial or commercial information possessed by the Athletic Foundation or provided by the Athletic Foundation to the

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University concerning individuals or corporations that provide the Athletic Foundation financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Section 2.4 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Athletic Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Athletic Foundation.

8.6 In the performance of this Agreement, the Athletic Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

8.7 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.8 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.10 The Athletic Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the Association.

8.11 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

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ARTICLE 9. NOTICE

9.1 Any notice to either party hereunder shall be in writing signed by the party given it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:

Dr. Rodney D. Bennett, President
The University of Southern Mississippi
118 College Drive, #5001
Hattiesburg, Mississippi 39406

To the Athletic Foundation:

Chief Executive Officer
Southern Miss Athletic Foundation
118 College Drive, #5017
Hattiesburg, Mississippi 39406

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement effective on the date shown above.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed Amended Affiliation Agreement between USM and the USM Athletic Foundation for compliance with applicable law and Board policy and finds same to be acceptable. Board staff recommends approval of this item.

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APPROVAL OF PERSONNEL ACTION REQUESTS

1. **Employment**

Jackson State University

Daarel Burnette; Vice President and Chief Financial Officer for the Division of Business and Finance; salary of \$185,000 per annum, pro rata; E&G Funds; 12-month contract; effective March 1, 2019

University of Mississippi

Barry Babin; *hired with tenure*; Chair of the Department of Marketing and Morris Lewis Professor of Marketing; salary of \$220,000 per annum, pro rata; E&G Funds; 9-month contract; effective July 1, 2019

Annette Kluck; *hired with tenure*; Dean of the Graduate School and Professor of Leadership and Counselor Education; salary of \$215,000 per annum, pro rata; E&G Funds; 12-month contract; effective March 1, 2019

2. **Change of Status**

Jackson State University

Preselfannie McDaniels; *from* Interim Dean of Graduate Studies & Professor, Division of Graduate Studies; salary of \$122,000 per annum, pro rata; E&G funds; 12-month contract; *to* Dean of Graduate Studies & Professor, Division of Graduate Studies; salary of \$139,000 per annum, pro rata; E&G Funds; 12-month contract; effective April 1, 2019

Joseph Whittaker; *from* Associate Provost for Academic Affairs and Research and Federal Relations; salary of \$180,000 per annum, pro rata; E&G funds; 12-month contract; *to* Associate Provost and Vice President for Research & Economic Development for Academic Affairs and Research Relations; salary of \$180,000 per annum, pro rata; E&G Funds; 12-month contract; effective April 1, 2019

University of Southern Mississippi

Trenton Gould; *from* Interim Dean, College of Education and Human Sciences; salary of \$180,000 per annum, pro rata; E&G funds; 12-month contract; *to* Dean, College of Education and Human Sciences; salary of \$202,000 per annum, pro rata; E&G funds; 12-month contract; effective April 1, 2019

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3. **Sabbatical**

Mississippi State University

Peter Allen; Associate Professor of Wildlife, Fisheries and Aquaculture; *from* salary of \$87,392.00 per annum, pro rata; E&G Funds; 12-month contract; *to* salary of \$32,772.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Gary L. Bradshaw; Professor of Psychology; *from* salary of \$120,541.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$60,270.50 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Mark Edward Clark; Associate Professor of Classical and Modern Languages and Literatures; *from* salary of \$69,000.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$34,500.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Linda T. Coats; Professor of Educational Leadership; *from* salary of \$89,936.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$44,968.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Padmanava Dash; Assistant Professor of Geosciences; *from* salary of \$64,296.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; *to* salary of \$32,148.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2019 to December 31, 2019; professional development.

Gary N. Ervin; Professor of Biological Sciences; *from* salary of \$105,596.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$52,798.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Andrew Fabel; Associate Professor of Mathematics and Statistics; *from* salary of \$68,361.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$34,180.50 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

John E. Forde; Professor of Communication; *from* salary of \$94,977.00 per annum, pro rata; E&G Funds; 12-month contract; *to* salary of \$47,489.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
March 21, 2019

Rinat Gabitov; Assistant Professor of Geosciences; *from* salary of \$62,908.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; *to* salary of \$31,454.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2019 to December 31, 2019; professional development.

Chuo Li; Associate Professor of Landscape Architecture; *from* salary of \$69,767.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$34,883.50 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Soon Ee Ngoh; Professor of Art; *from* salary of \$73,122.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$36,561.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Gary Packwood; Associate Professor of Music; *from* salary of \$75,315.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$37,658.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Sol Pelaez; Associate Professor of Classical and Modern Languages and Literatures; *from* salary of \$63,711.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$31,855.50 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Zhaohua Peng; Professor of Biochemistry, Molecular Biology, Plant Pathology, and Entomology; *from* salary of \$114,625.00 per annum, pro rata; E&G Funds; 12-month contract; *to* salary of \$42,984.38 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Jeralyn Suzanne Powney; Associate Professor of Art; *from* salary of \$59,447.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$29,723.50 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Raj K. Prabhu; Assistant Professor of Agricultural and Biological Engineering; *from* salary of \$99,775.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$49,888.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Kambham Raja Reddy; Research Professor of Plant and Soil Sciences; *from* salary of \$128,100.00 per annum, pro rata; E&G and Designated Funds; 12-month contract; *to* salary of \$48,037.50 for sabbatical period; E&G and Designated Funds; effective August 16, 2019 to December 31, 2019; professional development.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
March 21, 2019

Andrea Spain; Associate Professor of English; *from* salary of \$60,515.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$30,258.00 for sabbatical period; E&G Funds; effective August 16, 2019 to May 15, 2020; professional development.

Lawrence Neil Strout; Associate Professor of Communication; *from* salary of \$74,016.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$37,008.00 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Angelle Tanner; Associate Professor of Physics and Astronomy; *from* salary of \$73,023.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$36,512.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Shu-hui Wu; Professor of History; *from* salary of \$78,506.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$39,253.00 for sabbatical period; E&G Funds; effective August 16, 2019 to May 15, 2020; professional development.

John Edward Wyatt; Associate Professor of Instructional Systems and Workforce Development; *from* salary of \$71,597.00.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$35,798.49 for sabbatical period; E&G Funds; effective January 1, 2020 to May 15, 2020; professional development.

Shantia Yarahmadian; Associate Professor of Mathematics and Statistics; *from* salary of \$74,104.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$37,052.00 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Molly Zuckerman; Associate Professor of Anthropology and Middle Eastern Cultures; *from* salary of \$71,819.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$35,909.50 for sabbatical period; E&G Funds; effective August 16, 2019 to December 31, 2019; professional development.

Mississippi University for Women

Bridget Smith Pieschel; Professor of English; *from* salary of \$84,501 per annum, pro rata; E&G Funds; 10-month contract; *to* salary of \$42,250 for sabbatical period; E&G Funds; effective August 19, 2019 to December 31, 2019; professional development

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ADMINISTRATION/POLICY
March 21, 2019**

1. **DSU – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree at its May 2019 commencement ceremony. Supporting documents are on file at the Board Office.

Staff Recommendation: Board staff recommends approval of this item.

2. **MSU - APPROVAL TO AWARD TWO HONORARY DEGREES**

The university requests approval to bestow two honorary degrees at its May 2019 commencement ceremony. Supporting documents are on file at the Board Office.

Staff Recommendation: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
March 21, 2019**

1. SYSTEM – APPROVAL FOR FINAL READING OF PROPOSED AMENDMENT TO BOARD POLICY 600 SECTION B – STUDENT AFFAIRS AND ADMISSIONS; SUBSECTION 602B

Board approval for Final Reading is requested for a proposed amendment to Board Policy Approval for Final Reading for Board Policy 602 – Section B Freshman Admission Requirement for University System Institutions to realign policy with the original intent of the Board, as presented in the October 1995 minutes.

602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

B. FULL ADMISSION

Full admission will be granted to the following:

- (1) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 3.20 high school grade point average (GPA) on the CPC; or
- (2) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 2.50 high school GPA on the CPC or a class rank in the top 50%, and (b) a score of 16 or higher on the ACT (Composite); or
- (3) All students completing the College Preparatory Curriculum (CPC) with (a) a minimum of a 2.00 high school GPA on the CPC and (b) a score of 18 or higher on the ACT (Composite); or
- (4) All students satisfying the NCAA Division I standards for student athletes who are “full-qualifiers” or “academic redshirts” ~~are accepted as equivalent to the admission standards established by the Board.~~

In lieu of ACT scores, students may submit equivalent SAT scores. Students scoring below 16 on the ACT (Composite) or the equivalent SAT are encouraged to participate in the Year-Long Academic Support Program during their freshman year.

STAFF RECOMMENDATION: Board staff recommends approval of this item for final reading and approval.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
March 21, 2019**

2. UM – REQUEST FOR BOARD APPROVAL OF THE INTERPRETATION OF BOARD POLICY 602, SUBSECTION F NONRESIDENT ADMISSIONS REGARDING INTERNATIONAL STUDENTS

The University of Mississippi requests permission to interpret Board Policy 602 Freshman Admission Requirements for University System Institutions, Subsection F Nonresident Admission to admit:

- 1) international students with a 3.0 – 3.19 HS GPA and no ACT/SAT score (based on equivalent preparation); and
- 2) international students with a 2.5 – 2.99 HS GPA and no ACT/SAT score as degree-seeking students after successfully completing a 2 – 3 semester accelerator program (as non-degree seeking students).

The ACT and SAT are not widely available in places outside of the U.S. As a result, international students do not have ready access to take the ACT or SAT and rarely submit an ACT or SAT score. The UM international accelerator language/pathway programs are developed to help international students who have a 2.5 – 2.99 HS GPA and no ACT/SAT score to attain English proficiency standards, acculturate to the U.S. university setting, and acquire the tools (academic, social, and linguistic) to be successful in the university environment. Students will be non-degree seeking while in the accelerator programs.

Board Policy 602 Freshman Admission Requirements for University System Institutions explicitly allows institutions to admit students with a 3.2 HS GPA and no ACT/SAT score. Subsection F of the policy enables institutions to admit non-residents “based on equivalent preparation as determined by the admitting institution.” Subsection D of the policy allows students to complete a year-long academic support program. Board Policy 603 Applicants Twenty-One Years of Age or Over allows students over the age of 21 to enter the university as non-degree seeking until they successfully complete 12 credit hours, upon which they become degree seeking (i.e., are admitted to the university). Board policy does not specifically define what is meant by “based on equivalent preparation as determined by the admitting institution” in Policy 602 Subsection F.

STAFF RECOMMENDATION: Board staff recommends approval of this item for final reading and approval.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
MARCH 21, 2019**

1. **UMMC – APPROVAL OF FIRST READING OF NEW BOARD POLICY 715 –
HEALTHCARE COLLABORATIONS AND WAIVER OF SECOND READING**

Agenda Item Request: The following is submitted for consideration to be added to the Board's Policy.

715 HEALTHCARE COLLABORATIONS

Pursuant to Miss. Code Ann. § 37-115-50.1, the University of Mississippi Medical Center is authorized to directly or indirectly enter into various business transactions, subject to Board of Trustees approval. The Board adopts this policy to outline how it will satisfy its statutory authority and obligation.

As provided in Miss. Const. Art. 8, Section 213-A and Section 31-101-1 of the Miss. Code Ann. of 1972, as amended the Board has governing authority over UMMC. It is the duty of the Board to assure that assets intended to benefit UMMC are appropriately and effectively managed and utilized. Additionally, the Board has responsibility for ensuring that the public interest is served by any organization that is established to support UMMC. Any and all such organizations and their subsidiary entities created to engage in business transactions authorized under Miss. Code. Ann. § 37-115-50.1 are hereinafter referred to as "Collaborations".

The Board recognizes that Collaborations are not state agencies and will have their own governing authorities. The Board recognizes that it does not have the power to exercise governing control over Collaborations. Further, the Board acknowledges that the independent nature of the Collaborations provides flexibility in fiscal management and responsiveness.

It is the policy of the Board that its oversight of UMMC with respect to Collaborations and their activities shall be accomplished in a manner that will effectively and appropriately preserve and protect the corporate integrity of each Collaboration to the fullest extent possible, consistent with the duty of the Board to assure that assets intended to benefit UMMC are appropriately and effectively managed and utilized.

In order to ensure that the Board meets its legal obligations, the Board requires the following:

1. Prior to UMMC or any Collaboration entering into a business transaction under the authority of Miss. Code Ann. § 37-115-50.1, UMMC must promptly notify the Health Affairs Committee of such intent with sufficient time for the Board to undertake a review of said transaction.
2. UMMC must receive Board approval prior to the formation of any new Collaboration. Such request for approval shall be accompanied by the following:
 - a. Proposed organizational documents of the new Collaboration

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
MARCH 21, 2019**

- b. A memorandum to include the following:
 - i. Description of the nature of the Collaboration and its intended transactions;
 - ii. A list of other participants in the Collaboration's intended transactions as well as their participation and ownership interests;
 - iii. A list of all restrictive and business opportunity covenants being contemplated;
 - iv. A description of any put or call rights;
 - v. For transactions in which the Collaboration, directly or indirectly, will be a minority owner, a description of governance protection rights afforded to the Collaboration;
 - vi. A description of any known material risk or opportunities in the Collaboration.
 - vii. Any projections, pro formas, valuations, strategic analysis or similar assessments of the Collaboration's intended transactions;
 - viii. A statement as to whether or not the Collaboration financial statements will be consolidated with the UMMC financial statements;
 - ix. A statement as to whether or not the Collaboration will be subject to public bidding, open meetings, open records, and Public Employees' Retirement System of Mississippi (PERS) rules and regulations, as well as a statement as to whether the Collaboration intends to seek Mississippi Tort Claims Act (MTCA) protection; and
 - x. Such other materials requested by the Board.
- 3. All Collaborations must operate consistent with the mission and priorities of UMMC. UMMC shall provide an annual report to the Board detailing how the Collaboration furthers the mission and priorities of UMMC.
- 4. UMMC must seek Board approval prior to making a financial contribution to any Collaboration.
- 5. UMMC shall provide reports to the Board outlining the financial and operational performance of all Collaboration(s) on a monthly basis, or more or less frequently as requested by the Board.

Staff Recommendation: Outside counsel has reviewed and approved this draft policy. Board staff recommends waiver of the requirement for two readings and recommends final approval of the policy.

2. UMMC – REQUEST TO CAPITALIZE A HOLDING COMPANY TO FURTHER THE MISSION OF THE INSTITUTION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval, pursuant to Miss. Code Ann. § 37-115-50.1, to capitalize the company contingently approved by the Board at its February 2019 meeting, for the purposes of indirectly entering into joint-ventures to further the mission of the institution and to form a subsidiary of that company to carry out a joint-venture transaction.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
MARCH 21, 2019**

Contractor's Legal Name: Not applicable

History of Contract: During the 2017 legislative session, the Mississippi Legislature passed Miss. Code Ann. § 37-115-50.1, which allows UMMC, upon approval of the Board, to directly or indirectly enter into joint ventures, among other allowable ventures. On February 21, 2019, the Board approved UMMC's request to establish a company for the purposes of indirectly entering into joint-ventures to further the mission of the institution, contingent upon certain activities. An opinion has been sought from the Office of the Mississippi Attorney General regarding the legal authority for the establishment and capitalization of said company and a favorable response is expected. UMMC will comply with all requirements of the new Board Policy 715, which appears above on the Finance agenda. This is a new request to capitalize said company for the purposes of indirectly entering into joint-ventures to further the mission of the institution and to form a subsidiary company to carry out a joint-venture transaction.

Specific Type of Contract: Not applicable

Purpose: The immediate purpose of the company is to indirectly enter into joint-ventures to further the mission of the institution. Further, the purpose of such company may be to establish a company for the purposes of participating, directly or indirectly, in joint purchasing arrangements, in joint-ventures, joint operating agreements, or similar arrangements with community hospitals or other public or private health-related organizations, or with for-profit or nonprofit corporations or other organizations, and to establish arrangements for the academic medical center to participate in financial integration and/or clinical integration or clinically integrated networks with a joint-venture with community hospitals or other public or private health-related organizations, or with other for-profit or nonprofit corporations or other organizations or through a joint operating agreement to further the mission of the institution.

Scope of Work: Not applicable

Term of Contract: Not applicable

Termination Options: Not applicable

Contract Amount: UMMC requests to capitalize the holding company in an amount up to Twelve Million Dollars (\$12,000,000.00).

Funding Source for Contract: The capitalization will be funded by unrestricted reserves.

Contractor Selection Process: Not applicable

Board Staff Recommendation:

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
FINANCE
MARCH 21, 2019**

1. UMMC – NOTICE OF AMENDMENT TO EXHIBIT H OF THE MASTER LEASE AGREEMENT WITH JACKSON MEDICAL MALL FOUNDATION

On November 18, 2010, the Board approved the Master Lease between UMMC and the Jackson Medical Mall Foundation (JMMF). On October 20, 2016, the Board approved UMMC's request to amend Exhibit H to the Master Lease as needed for construction allowances, rent rate adjustments, or the addition of space without prior Board approval up to the previously approved total lease cost. In January 2018, UMMC and JMMF amended Exhibit H to the Master Lease for construction allowances to existing leased space. In February 2019, UMMC and JMMF amended Exhibit H for additional construction allowances to existing leased space. No other term and conditions of the Master Lease were changed.

See Exhibit 1

2. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH APPRISS, INC.

The following document represents the approval of MS-ITS for the purchase of NarxCare web-based software and related support for University of Mississippi Medical Center practitioners. The Attorney General's staff assigned to the MS-ITS has reviewed the agreement. The Software License and Maintenance Agreement is between Appriss, Inc. and MS-ITS behalf of UMMC.

See Exhibit 2.

3. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH HEALTHSTREAM, INC.

The following document represents the approval of MS-ITS for the University of Mississippi Medical Center (UMMC) to enter into Amendment #1 to the Master Services Agreement with HealthStream, Inc. for the purchase of additional HeartCode services for UMMC's employee learning management system. The Attorney General's staff assigned to the MS-ITS reviewed the amendment prior to execution. The amendment to the Master Services Agreement is between HealthStream, Inc. and MS-ITS on behalf of UMMC.

See Exhibit 3.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
FINANCE
MARCH 21, 2019**

4. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES CHANGE ORDERS TO THE MASTER SERVICES AGREEMENT WITH SIERRA-CEDAR, INC.

The following document represents the approval of MS-ITS of three (3) Change Orders to the Master Services Agreement with Sierra-Cedar, Inc., UMMC's implementation partner for the Workday ERP software. The purpose of these change orders is to update the project scope to move from single book accounting to multi-book accounting, bring the Workday Student functionality from out-of-scope to in-scope, and to update the current manager and consultants working on the project. The Attorney General's staff assigned to the MS-ITS reviewed the Change Orders prior to execution. The Change Orders for the Master Services Agreement are between Sierra-Cedar, Inc. and MS-ITS on behalf of UMMC.

See Exhibit 4.

5. UMMC - MISSISSIPPI INFORMATION TECHNOLOGY SERVICES ORDER FORM TO THE MASTER SUBSCRIPTION AGREEMENT WITH WORKDAY, INC.

The following document represents the approval of MS-ITS to extend the agreement for Enterprise Resource Planning (ERP) software and support for the University of Mississippi Medical Center (UMMC). The Attorney General's staff assigned to the MS-ITS reviewed the Order Form prior to execution. The Order Form to the Master Subscription Agreement is between Workday, Inc. and MS-ITS on behalf of UMMC.

See Exhibit 5.

Exhibit 1

Premises/Parcel Description*	Total Sq. Ft.**	Per Square Foot Rental Amount (See Below for Breakdown)	Parcel Commencement Date	Allowance Work Letter Agreement (Y/N) / Date	Total Amount of Landlord Improvements at Tenant's Request	Adjustment to Per Square Foot Rental Amount	Estimated Date of Payoff of Costs of Landlord Improvements at Tenant's Request
First Floor - Parcel 1	6,334	\$16.38	12/31/2010	N			
First Floor - Parcel 2	13,797	\$16.38	12/31/2010	Y(10/10/2016)	\$58,323.10	\$0.00	1/10/2017
First Floor - Parcel 3	43,846	\$16.38	12/31/2010	Y(5/18/2017)	\$12,276.00	\$0.00	6/30/2017
	1,954			Y(3/01/2018)	\$2,365.00	\$0.00	4/30/2018
	9,755			Y(10/01/2010)	\$259,000.00	\$0.00	12/31/2030
Labeled Parcel 26 on Orig Exhibit H and Shown on Exhibit I							
First Floor - Parcel 4	150,733	\$16.38	12/31/2010	Y(9/1/2016)	\$461,226.70	\$0.00	1/31/2017
	13,505			Y(3/9/2016)	\$283,560.00	\$0.00	12/31/2016
	1,954			Y(8/9/2016)	\$18,974.73	\$0.00	3/15/2017
	1,602			Y(02/19/18)	\$20,482.00	\$0.00	5/24/2018
	2,715			Y(12/1/2010)	\$411,000.00	\$0.00	12/31/2030
Labeled Parcel 14 and 15 on Orig Exhibit H and Shown on Exhibit I	29,073			Y(10/1/2010)	\$3,100,000.00	\$0.00	12/31/2030
Labeled Parcel 25 on Orig Exhibit H and Shown on Exhibit I	36,110			Y(12/1/2010)	\$3,542,000.00	\$0.00	12/31/2030
Labeled Parcel 24 on Orig Exhibit H and Shown on Exhibit I	37,775						
First Floor - Parcel 5	7,982	\$16.38	12/31/2010	N			
First Floor - Parcel 6	23,688	\$16.38	12/31/2010	N			
First Floor - Parcel 7	922	\$16.38	12/31/2010	N			
First Floor - Parcel 8	777	\$16.38	12/31/2010	N			
First Floor - Parcel 9	76,611	\$16.38	12/31/2010	N			
Second Floor North - Parcel 10	72,002	\$16.38	12/31/2010	Y(8/8/2016)	\$12,155.00	\$0.00	12/9/2016
	9,642			Y(3/3/2016)	\$4,509.00	\$0.00	5/1/2017
	3,148			Y(04/20/2018)	\$29,810.00	\$0.00	8/15/2018
	5,294						
Second Floor South - Parcel 11	33,709	\$16.38	12/31/2010	Y(10/9/2017)	\$29,581.20	\$0.00	1/9/2018
	2,856			Y(6/17/2017)	\$163,887.18	\$0.00	2/1/2018
	18,625						
Third Floor - Parcel 12	2,178	\$16.38	12/31/2010	N			
Third Floor - Parcel 13	3,892	\$16.38	12/31/2010	Y(3/9/2016)	\$411,510.00	\$0.00	12/31/2016
Third Floor - Parcel 14	19,340	\$16.38	12/31/2010	Y(3/9/2016)	\$235,170.00	\$0.00	11/30/2016

Exhibit 1

	1903		Y (03/13/18)	\$2,860.00	\$0.00	5/28/2018
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* Parcels are shown on maps attached hereto as Exhibit H-Addenda 1-4

** The individual square footage shown under a particular Parcel relates to the square footage under the respective Work Letter Agreement and is included in the total square feet of that Parcel.

Square Footage of the Premises	455,810
Multiplied by Per Square Foot Rental Amount	\$16.38
Rental (Stated as Annual Amount)	\$7,466,167.80

Components of Per Square Foot Rental Amount	Amount	Eligible for CPI Adjustment
Base Rental	\$3.27	Y
Construction/Improvements/Old UMC Projects	\$3.45	N
Construction/Improvements/Exhibit I	\$1.43	N
Total Base Rental/Construction/Improvements	\$8.15	N/A
CAM	\$3.65	Y
Housekeeping	\$2.11	Y
Electricity	\$1.50	N
Water	\$0.10	N
Gas	\$0.10	N
General Maintenance	\$0.27	Y
Capital Improvement Fund	\$0.50	N
Per Square Foot Rental Amount	\$16.38	N/A

Dated: _____

JMMF

By: _____
Primus Wheeler, Executive Director

UMMC

By: _____
LouAnn Woodward, M.D.,

Exhibit 1

MASTER LEASE AGREEMENT

EFFECTIVE AS OF DECEMBER 31, 2010

BETWEEN

JACKSON MEDICAL MALL FOUNDATION

AND

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

Exhibit 1

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MASTER LEASE AGREEMENT

WHEREAS, the parties hereto have for a period of approximately sixteen years past been engaged with one another as Landlord and Tenant with respect to various spaces at Landlord's Premises and did during that time execute that certain Lease Agreement effective September 21, 1995, which instrument has been amended forty-five times in writing (collectively the "Lease Agreement"), and also entered into that certain separate Primary Health Care Clinic Lease Agreement effective as of February 1, 1997, which has been amended three times in writing (collectively the "Primary Health Care Clinic Lease Agreement") (the Lease Agreement and the Primary Health Care Clinic Lease Agreement collectively the "Prior Lease"), and the parties wish to enter into a new master lease agreement to provide greater future flexibility in certain of their ongoing landlord-tenant relations and to provide for changes in certain terms and conditions of the agreements between the parties; therefore, to assist in accomplishing those ends, THIS MASTER LEASE AGREEMENT (the "Lease"), is made and entered into effective as of the 31st day of December, 2010, by and between JACKSON MEDICAL MALL FOUNDATION (hereinafter called "Landlord") and the UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (hereinafter called "Tenant").

This Lease takes the place of and supersedes the Prior Lease, which as of the Effective Date hereof is by agreement automatically terminated and rendered of no further separate force or effect.

ARTICLE I. DEFINITIONS

1.1 "Assignment of Leases" shall mean that certain Assignment of Leases dated December 28, 2010 in favor of JPMorgau Chase Bank, N.A., transferring and assigning to JPMorgan Chase Bank, N.A. all of Landlord's rights to certain tenant leases including but not limited to this Lease.

1.2 "Bank" shall mean any current or future provider of credit, other than trade credit, evidenced by writings consisting of evidences of debt, collateral instruments and the like, including though not limited to deeds of trust, issuers of letters of credit, other credit facilities, construction or similar financing.

1.3 "Bond Trustee" shall mean the Trustee serving in connection with any bond financing to which Landlord is a party or as a result of which Landlord becomes indebted for repayment of indebtedness.

1.4 "Rental" shall be a per annum amount calculated as the product of the Per Square Foot Rental Amount shown on Exhibit "H" attached hereto (which is stated as an inclusive, per square foot figure comprised of various components previously disclosed by Landlord and agreed to by Tenant as applicable to all of the Square Footage of the Premises at any given time) multiplied by the Square Footage of the Premises, consisting of all Parcels shown on Exhibit "H" from time to time, (adding square footage of any Subsequently Added Parcels and subtracting square footage of any Terminated Parcels), and including as of the Effective Date all Parcels then occupied by Tenant together with the space currently under

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construction at Tenant's request as described on Exhibit "I" attached hereto, and continuing for the duration of the Lease Term. As of the Effective Date, the Per Square Foot Rental Amount is \$15.48, the Square Footage of the Premises is 455,810 square feet (net after deduction of 525 square feet attributable to the UMC Area Health Education Center Program Office, rented on an "in kind" basis and for which no monetary rent is owed), yielding an the annual Rental of \$7,055,938.80, subject to future amendment as described herein and reflected from time to time on Exhibit "H".

1.5 **"Base Rent"** shall be one of the financial components comprising the Rental, and shall be as of the Effective Date the amount of \$2.95 per Square Foot of the Premises.

1.6 **"Building"** shall mean the structure commonly known as Jackson Medical Mall, located at the intersections of Woodrow Wilson Drive, Bailey Avenue and Livingston Road, in the City of Jackson, Hinds County, Mississippi, and being the improvements now or hereafter constructed on the tract of land (the "Land"), and those structures hereafter attached to the Jackson Medical Mall, but excluding any current or future out parcels, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

1.7 **"Building Standard Improvements"** or **"Building Standard"** shall mean the type, brand and/or quality of improvements or materials Landlord and Tenant designate from time to time to be the minimum quality to be used in the Building or the exclusive type, grade or quality of improvement or material to be used in the Building.

1.8 **"Commencement Date"** of the Lease Term shall be the Effective Date hereof as to each Parcel then identified on Exhibit "H", and as to each Subsequently Added Parcel hereafter identified on Exhibit "H", the Commencement Date shall be the corresponding Parcel Commencement Date as added to Exhibit "H" attributable to such Subsequently Added Parcel in the column therein entitled "Parcel Commencement Date."

1.9 **"Common Areas"** shall mean those areas within the Building or the Project devoted to corridors, parking lots, drives, landscaping, fencing, gates, sidewalks, elevator foyers, restrooms, mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

1.10 **"Deed of Trust"** shall mean that certain Deed of Trust and Security Agreement dated as of December 28, 2010, in favor of Edley H. Jones, III, in his capacity as trustee under such Deed of Trust, for the benefit of JPMorgan Chase Bank, N.A., encumbering certain real property including the Premises and certain personal property owned by the Landlord, to be recorded in the land records of Hinds County, First Judicial District, Mississippi.

1.11 **"Effective Date"** shall be the "as of" effective date of execution of this Master Lease Agreement as set forth in the Preamble hereof.

1.12 **"Financing Documents"** shall mean any mortgage, deed of trust, security agreement, swap agreement or other credit or collateral instrument or document(s), including though not limited to documents executed by or on behalf of Landlord in connection with bond

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financing(s), covering or related to all or any portion of the assets consisting of or related to the Project and/or Premises, including though not limited to the Lease Payments derived therefrom;

1.13 **"Lender"** shall mean JPMorgan Chase Bank, N.A.

1.14 **"Lease Term, Primary Term and Opt-out"**

(a) The **Lease Term** shall consist of a period of Two Hundred Forty (240) full, consecutive, calendar months;

(b) The **Primary Term** shall mean the Lease Term;

(c) **Extensions:** Landlord and Tenant understand and agree that the Lease may be extended past the Primary Term upon terms and conditions satisfactory to Landlord and Tenant ("Extension Terms"). Landlord and Tenant agree to use commercially reasonable efforts to negotiate desired extensions recognizing the relative positions of the parties and the then ongoing work of the Tenant.

(d) **Opt-out Right:** This Lease may be terminated as to all or part of the Premises (herein "Terminated Premises") upon six (6) months' advance notice for Terminated Premises space containing 25,000 square feet or less and one (1) year's advance notice for Terminated Premises space containing in excess of 25,000 square feet, said notice to be given by Tenant to Landlord, and upon the payment by Tenant as applicable of:

(i) the unpaid outstanding principal portion of the Bond Indebtedness Attributable to The Tenant as hereinafter defined, with then-accrued interest allocable thereto, attributable to the Terminated Premises calculated as follows: the dividend derived when the square footage of Terminated Premises is divided by 455,810, then multiplied by the Bond Indebtedness Attributable to The Tenant, said bond issue being identified as Mississippi Business Finance Corporation Revenue Bonds (Jackson Medical Mall Foundation Project) Series 2010-A, Series 2010-B, Series 2010-C and Series 2010-D, with a closing date of December 31, 2010, and being in the amount of Forty-six Million Six Hundred Thousand and 00/100 Dollars (\$46,600,000.00) ("Bond Indebtedness"), together with any related prepayment or breakage costs incurred by Landlord; plus

(ii) any cost of construction of Landlord's improvements at Tenant's request, including interest, incurred by Landlord in connection with the Terminated Premises prior to the date of the termination notice and at the written direction of Tenant which is not included in the Bond Indebtedness identified immediately above, including but not limited to those projects identified on **Exhibit "I"** attached hereto and referenced in Article XXIII hereinbelow; plus

(iii) any costs incurred or to be incurred by Landlord directly or indirectly attributable to the exercise of Tenant's Opt-out Right such as, for example, and by way of non-exhaustive illustration only, closing and transactional costs including but not limited to any swap agreement "unwind," termination and/or related fees incurred or to be incurred by Landlord in connection with any required refinancing by Landlord of the debt evidenced by the Financing Documents which results from Tenant's exercise of its opt-out right(s). It is agreed and understood that in the event the exercise of Landlord rights under Paragraph 1.14 result in Termination Fees,

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Landlord and Tenant shall work together in good faith to minimize the amount of said Termination Fees.

The sum of the amounts described in paragraphs (i), (ii) and (iii) immediately above are referred to as the "Termination Fee."

By way of example only, in the event the Opt-out Right is exercised on space for which there are only Paragraph 1.14(d)(i) costs, the following is representative:

20,000 square feet of Terminated Premises divided by 455,810 multiplied by \$29,679,000.00 ("Total Bond Indebtedness Attributable to Tenant") equals the Termination Fee.

By way of example only, in the event the Opt-out Right is exercised on space for which there are both Paragraph 1.14(d)(i) & (ii) costs, the following is representative:

20,000 square feet of Terminated Premises divided by 455,810 multiplied by \$29,679,000.00 plus [\$ incurred construction costs of Landlord improvements at Tenant's request including interest approved in writing] equals the Termination Fee.

For purposes of making the aforesaid calculation it should be noted that the portion of the Total Bond Indebtedness Attributable to Tenant occupied space is \$29,679,000.00 and may be referred to herein from time to time as "Total Bond Indebtedness Attributable to Tenant."

For purposes of convenience, no illustration is given for calculation of the Termination Fee requiring payment of Paragraph 1.14(d)(iii) costs, the two preceding examples being sufficient to illustrate the functioning of the formula for determination of a Termination Fee.; provided, however, that any such calculation of costs under Subsection (iii) of Section 1.14(d) hereof will not be limited by the Total Bond Indebtedness Attributable to Tenant (i.e. \$29,679,000.00).

Failure by Tenant to pay any Termination Fee shall constitute a default under Article XIV of this Lease. The Termination Fee is due on the date the Termination is effective, but the termination shall be effective only upon the date of Landlord's, or its lender's, receipt of the Termination Fee.

(e) **Return of Termination Fee From Future Rents:** Landlord shall use its best efforts to relet all Terminated Premises, in which case all future rentals attributable to the Terminated Premises received by Landlord in excess of (i) the applicable Base Rate, utility, CAM, housekeeping, general maintenance and any capital improvement components of the Rental applicable to the Terminated Premises at the time of Termination, plus (ii) a reasonable rent factor component charged to amortize any future construction cost (as required by the new tenant and agreed by Tenant), shall be returned by Landlord to Tenant up to the amount of the Termination Fee. Landlord and Tenant shall work in good faith to refinance and restructure any debt affecting the Premises from time to time and on such terms as are mutually agreeable.

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1.15 "Net Rentable Area in the Building" and "Net Rentable Area in the Premises" are defined as follows.

(a) Net Rentable Area in the Building shall refer to all floor areas, including the amount of floor area on each floor for multiple floor portions of the Building, measured from the inside surface of the outer glass or finished column or exterior walls of the Building, excluding the Common Area.

(b) Net Rentable Area in the Premises shall refer to all floor areas, including the amount of floor area on each floor for multiple floor Premises, within the inside surface of the outer glass or finished column or exterior wall enclosing the Premises measured to the mid-point of the walls separating areas leased by or held for lease to other tenants or from areas devoted to Common Areas, excluding the Common Areas.

(c) No deductions from Net Rentable Area are made for columns or projections necessary to the Building. The Net Rentable Area in the Premises shall be determined by written agreement between the Tenant and the Landlord prior to the General or Parcel Commencement Date, as appropriate. In the event of the sale or other disposition of a portion of the Building, the Net Rentable Area shall be reduced by the square footage sold or disposed of.

1.16 "Parcel" shall mean any single, particularly identified square footage assigned a Parcel Number and as to which corresponding information is shown in separate line item fashion on Exhibit "H".

1.17 "Per Square Foot Rental Amount" shall be the amount shown from time to time on Exhibit "H" as the per square foot rental amount.

1.18 "Square Feet (or Footage) of the Premises", as a phrase, shall be employed herein to identify the cumulative number of square feet of Premises for purposes of the payment of Rental, and shall be 455,810 as of the Effective Date, and as hereafter amended from time to time on Exhibit "H."

1.19 "Subsequently Added Parcel(s)" shall mean any additional square footage subsequently added to this Lease for the Lease Term by an amendment of Exhibit "H" to identify the square footage so added by inclusion of the same or similar identifying information as shown on Exhibit "H" for each of the Parcels.

1.20 "Premises" shall mean cumulatively the Parcels set forth from time to time on Exhibit "H." A determination of the cumulative Square Feet of Premises will be made on Exhibit "H" as amended from time to time by Landlord and Tenant prior to the Effective and any subsequent Parcel Commencement Date. The parties anticipate that from time to time during the Lease Term, Parcels may be added or removed from the Premises, and the mutually agreed, binding evidence of such additions and removals shall be the necessary changes to Exhibit "H" attached hereto, which shall upon each such occasion be amended as appropriate to reflect the then-current status of and certain, key terms applicable to the various Parcels, including Rent. Each such revised Exhibit "H" shall be sequentially numbered, signed, dated

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by the parties and substituted as an attachment to the original Lease in the place and stead of the then-existing **Exhibit "H"** attached thereto.

1.21 "Project" shall mean the Land and the Building, the Common Areas, the Service Areas, the parking facilities, and improvements, landscaping, fixtures, appurtenances and other common areas now or hereafter placed, constructed or erected thereon.

1.22 "Service Areas" shall mean those areas within the Building and the Project used for elevator, mechanical rooms, building stairs, elevator shafts, flues, vents, stacks, pipe shafts, and vertical ducts (but shall not include any such areas for the exclusive use of any particular tenant such as special stairs or elevators), to which Tenant and other occupants of the Building will not have access.

1.23 "Terminated Premises" shall mean that part of the Premises as defined in Article I., Paragraph 1.14(d).

1.24 "Work Letter Agreement" shall mean that (or those) certain work letter agreement(s) that have been entered into as shown on **Exhibit "H"** as of the Effective Date, and which may in the future, from time to time, be entered into by and between Landlord and Tenant with respect to Landlord's build-out of certain Parcels and Subsequently Added Parcels, the form of which is attached hereto as **Exhibit "E."**

ARTICLE II. LEASE

2.1 Lease Grant.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises for the Lease Term subject to and upon the terms and provisions set forth herein.

2.2 Lease Term.

(a) The Lease Term shall commence on the Effective Date and shall continue until the expiration of the Lease Term, subject to Tenant's Opt-out Rights.

(b) If by the relevant Parcel Commencement Date any Subsequently Added Parcel(s) have not been substantially completed and made available for occupancy, or any leased parcels are otherwise not available for occupancy by Tenant as of the applicable Parcel Commencement Date, and such unavailability for occupancy is entirely due to and as a result of omission, delay or default by Tenant, Landlord shall have no liability, and Tenant's obligations under this Lease including, without limitation, the obligation to pay Rent shall nonetheless commence retroactively to and as of the applicable Parcel Commencement Date, rather than the date on which the Premises or any relevant Parcels thereof later become substantially complete and made available for occupancy by Tenant. Otherwise, Tenant's obligations under this Lease are governed by other provisions hereof, which generally require Tenant's obligations as to Rent to commence on the later of (i) the applicable Parcel Commencement Date (which is the Effective Date as to Parcels already occupied and those shown on **Exhibit "I,"** or (ii) the date on

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which the Premises or any relevant Parcels become substantially complete and made available for occupancy by Tenant.

(c) With respect to those Parcels under construction as of the Effective Date as disclosed on **Exhibit "I"** attached hereto, and any Subsequently Added Parcels, such Parcels shall be deemed to be in substantial completion on the date on which (i) Landlord notifies Tenant that Tenant may move in to and occupy such spaces, and (ii) Tenant inspects and approves same (subject to correction by Landlord of items noted on the "punch list" which Landlord and Tenant shall prepare prior to move-in and only after certification of the Building Architect (or another architect mutually acceptable to Landlord and Tenant) that the premises are substantially completed and ready for occupancy).

ARTICLE III. RENT

3.1 Rent.

Tenant agrees to pay during the Lease Term to Landlord the Rental, and all such other sums of money as shall become due under this Lease or any exhibits or addenda to this Lease, all of which may sometimes herein be collectively referred to as "Rent," for the nonpayment of which Landlord shall be entitled to exercise all such right and remedies as are herein provided in the case of the nonpayment of Rental. The Rental amount(s) to be charged during Extension Terms shall be negotiated in good faith for each Extension Term by Tenant and Landlord. If Tenant and Landlord are unable to agree upon the Rental to be charged during any Extension Term, then in such event this Lease shall terminate by its own terms. At the end of this Lease, Tenant and Landlord shall determine whether it is mutually advantageous to extend the terms hereof ("Extension Term").

3.2 Rental.

The annual Rent for each calendar year or portion thereof during the Lease Term, shall be due and payable in twelve (12) equal monthly installments on the first day of each calendar month during the Lease Term and any extensions or renewals thereof, and Tenant hereby agrees to pay such Rent and any adjustments thereto to Landlord at Landlord's address provided herein (or at such other address as may be designated by Landlord in writing from time to time) monthly, in advance. If the Lease Term or a Parcel Commencement Date as set forth in **Exhibit "H"** commences on a date other than the first day of a month or terminates on a day other than the last day of a month, then the installments of Rent and any adjustments thereto for such month or months shall be prorated based on the number of days in such month, and be payable in advance as would a full month's Rent. Rental shall be determined from time to time as set forth on **Exhibit "H"** and as described herein with respect to the Square Footage of the Premises from time to time, and the Per Square Foot Rental Amount. Any Rental amount that is pre-paid, such as the Rental attributable to the spaces contemplated in Paragraph XXIII, and shown on **Exhibit "I"** as of the Effective Date but as to which Rental commences on the Effective Date because of Landlord's financing requirements, and with respect to any similar future situations in which Rental is prepaid prior to substantial completion and occupancy of any Subsequently Added Parcel, or otherwise, the parties shall consult with one another and

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determine a mutually satisfactory manner of application of such pre-paid amounts to the Rental accruing as of and after the date of substantial completion and occupancy of such Parcel(s).

3.3 Late Rent.

Tenant acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by the Lease, the exact amount of which will be difficult to ascertain, including but not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the provisions of any mortgage or deed or trust covering the Premises. Consequently, in the event that any monthly installment of Rental or other sum due hereunder is not received by its due date, except in the case of default by Landlord, interest shall be charged under the provisions of Section 3.4.

3.4 Interest on Past Due Obligations.

All installments of Rent and any other sums payable by Tenant hereunder which are not paid within forty-five (45) days of the date due shall bear interest ("Interest") from the date due until paid in the amount of one percent (1.0%) per month as provided in Section 31-7-305 of the Mississippi Code of 1972, as amended.

3.5 Continuing Payment Obligation of Tenant

Notwithstanding anything contained in the Lease to the contrary, and to the extent allowed under the laws of the State of Mississippi, Tenant does hereby agree that it shall and will begin to make and continue to make all payments of Rent required under the Lease and shall and will continue complying with all other covenants and obligations required of it under the Lease as of the 31st day of December, 2010, regardless of any failure on the part of the Landlord to fully comply with the terms and conditions of the Lease; it being agreed that the remedy of Tenant for any failure by the Landlord to fully comply with the terms and conditions of the Lease shall be limited to a right to recover money damages from, or to obtain specific performance by, the Landlord. It is specifically acknowledged and agreed by Tenant, that its obligation to pay Rent, beginning as of the Effective Date, and to perform and comply with all of its covenants and obligations under this Lease shall be absolute and unconditional, irrespective of any defenses or rights of setoff, recoupment, or counterclaim which Tenant might otherwise have against the Landlord, and Tenant will not cancel, suspend, or discontinue such payments, performance, or compliance, nor terminate this lease, for any cause or reason, including, without limitation, condemnation, destruction of, or damage to the Premises or the Building, in whole or in part, or any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration or commercial frustration of purpose, any change in the tax or other laws of the United States of America, the State of Mississippi, or any political subdivision thereof, or


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failure of the Landlord to observe any agreement or covenant, whether express or implied, or any duty or obligation arising out of or in connection with this Lease, except that Tenant shall maintain its Opt-out rights, with required payment of Termination Fee(s), under Section 1.14 of the Lease. The provisions of this section shall also be subject to the provisions of Article XII *infra* concerning casualty losses and insurance payments.

ARTICLE IV. CONSTRUCTION

Tenant and Landlord acknowledge construction of certain Landlord improvements completed at Tenant's request may be required with respect to certain Parcels included in the Premises as of the Effective Date or which will be added to the Premises as Subsequently Added Parcels. Any future improvements or build-outs to be made by Landlord, and the materials, general design layout and other features of such construction, shall be similar to those shown currently in place in the Premises as of the Effective Date, or as otherwise agreed to by the parties. Attached hereto are Exhibit "B," the Comprehensive Site Plan with Suite Numbers, and Exhibit "I," the Plans and Specifications of all construction contemplated as of the Effective Date, and which are further addressed in Article XXIII hereinbelow.

ARTICLE V. OCCUPANCY AND CONTROL

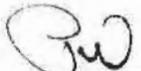
Section 5.1 Use.

The Premises shall be used for research, treatment, medical, educational, office and related purposes and other purposes consistent with the mission of the Tenant and for no other purposes. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal.

Section 5.2 Governmental Laws and Regulations.

Tenant will, at Tenant's sole cost and expense, comply with all applicable laws, ordinances, rules, and regulations, now in force or hereafter enacted, of any governmental entity or agency having jurisdiction over the Premises.

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Exhibit 1

5.3 Building Rules and Regulations.

Tenant will comply, and will use reasonable efforts to cause all of its agents, employees, invitees and visitors to comply, with all rules and regulations of the Building now or hereafter adopted by Landlord, including, but not limited to, the rules and regulations which are set forth on **Exhibit "D"** attached hereto and incorporated herein by reference for all purposes. Landlord shall at all times have the right to change the rules and regulations of the Building or to amend them in any manner deemed by Landlord to be appropriate for the safety, efficiency, care and cleanliness of the Building or the Premises. All changes to such rules and regulations will be provided by Landlord to Tenant in writing. Landlord shall notify Tenant at least thirty (30) days prior to any change in these rules and regulations. Notwithstanding the above language and anything contained elsewhere in this Lease to the contrary, no changes to the rules and regulations shall conflict with the provisions of this Lease or interfere with Tenant's use and enjoyment of the Premises. In the event of a conflict between this Lease itself and the terms and provisions of **Exhibit "D"**, it is agreed and understood that the terms of the Lease other than **Exhibit "D"** shall control.

5.4 Entry by Landlord for Repairs and Inspections.

Landlord, its agents and representative shall be permitted to enter into and upon any part of the Premises at reasonable hours and upon reasonable notice (and in emergencies at all times, by any means Landlord may deem proper, and without liability therefor) to inspect the same, or to show the Premises to prospective purchasers, mortgagees, tenants or insurers, or to clean or make repairs, alterations or additions thereto, or to perform any other act or action required or permitted to be performed by Landlord under this Lease, and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof. Tenant hereby waives any claim for damages for injury or inconvenience to or interference with Tenant's business, any loss of occupancy or use of the Premises, and any other loss occasioned thereby, so long as Landlord's entry onto the Premises and related actions are reasonable in scope and do not interfere with Tenant's use and enjoyment of the Premises. Landlord acknowledges that Tenant uses the Premises for medical purposes and will exercise care and judgment when entering the Premises so as to respect patient care and patient's privacy rights. Landlord further acknowledges that Tenant must comply with various federal law and regulation regarding patient care and privacy issues and the provisions of this Section are subject to Tenant's obligations thereunder.

5.5 Parking.

During the term of the Lease, except as otherwise provided in the **Parking Agreement**, attached to this Lease as **Exhibit "F"** and incorporated herein by reference for all purposes, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways and footways associated with the Building, subject to the rules and regulations for the use thereof prescribed from time to time by Landlord. No specific designated spaces are to be assigned to Tenant except as otherwise provided in the **Parking Agreement** attached to this Lease. Landlord shall have the right to reserve parking spaces as it elects and condition use

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thereof on such terms as it elects, but not in violation of the Parking Agreement, and Landlord guarantees that it will at all times make available adequate parking for Tenant and its guests, employees and invitees, including patients.

ARTICLE VI. SERVICES AND UTILITIES

6.1 Services to be Furnished by Landlord.

Landlord agrees to furnish Tenant, for the portion of the Premises which are then occupied by Tenant the following services:

(a) Hot and cold water service on the Premises at levels necessary to allow Tenant to conduct its operations.

(b) Central heat and air conditioning in season, at such temperatures, in such amounts and at such times as are considered by Landlord and Tenant to be standard, or as required by governmental authority, provided, however, heating and air conditioning service at times other than for Normal Business Hours (as defined below) for the Building shall be furnished only upon the written request of Tenant delivered to Landlord prior to 3:00 p.m., at least one day in advance of the date such usage is requested. Tenant shall bear the entire cost of such additional service as determined by Landlord from time to time. Wherever machines or equipment which generate excess heat above that typically generated by machines or equipment in comparable medical, educational or office uses are used in the Premises and affect the temperature otherwise maintained by the air conditioning system or Tenant utilizes certain areas of the Premises beyond Normal Business Hours on a regular basis thereby requiring additional heating and air conditioning. "Normal Business Hours" shall be from six o'clock a.m. until ten o'clock p.m. Monday through Friday and 8:00 o'clock a.m. until 6:00 o'clock p.m. Saturday, with no such Normal Business Hours on Sunday of each week.

(c) Routine maintenance and electric lighting service for all Common Areas and Service Areas of the Building and all of the Premises in the manner and to the extent deemed by Landlord and Tenant to be standard.

(d) Janitorial service will be provided daily, except for normal holidays, for all Common Areas and Service Areas, as well as all of the Premises. Landlord shall provide a central location for nonhazardous, non-biological and nonmedical trash disposal and Tenant must deposit all such refuse at this location. Tenant may not locate or maintain trash disposal containers for such material off the Premises, whether within the interior or on the exterior of the Building, without the approval of the Landlord. Additionally, Tenant is responsible for the proper disposal of all hazardous, biological and medical waste, trash or refuse generated by its use of the Premises. However, all receptacles for such waste shall be located within the interior of the Premises out of public view, unless otherwise allowed or approved by Landlord and subject to due authorization under applicable state law. To the extent permitted by the laws of the State of Mississippi and other rules governing the actions of Tenant, Tenant hereby further indemnifies Landlord, and holds Landlord harmless from, any and all claims, liabilities, causes of action, costs, fines, suits, losses, demands and judgments of every kind and character by reason

Exhibit 1

Tenant's failure to properly dispose of such waste, or arising out of the presence of such waste on the Premises, within the Building, on the Land, during transport therefrom, or the final disposition thereof.

(e) Subject to the provisions of Section 6.2 hereof, electric current in the manner and to the extent deemed by Landlord and Tenant to be standard in the normal use and occupancy of the Common Area and the Premises.

(f) All Building Standard fluorescent bulb replacement in the Common Areas and Service Areas, and Premises.

(g) Security in the form of limited access to the Building during hours other than Normal Business Hours shall be provided in such form as Landlord deems appropriate. Landlord may require those tenants requesting access to the Building during other than normal business hours to pay a \$10.00 deposit for each magnetic access card which Landlord supplies for after-hours access to the Building, which deposit shall be fully refundable, at any time, upon surrender of each such card, Landlord, however, shall have no liability to Tenant, its employees, agents, invitees or licensees for losses due to theft or burglary, or for damages done by unauthorized persons on the Premises, within the Building, or on the Land, and neither shall Landlord be required to insure against any such losses. Tenant shall cooperate in Landlord's efforts to maintain security in the Building and shall follow all reasonable regulations promulgated by Landlord with respect thereto.

6.2 Use of Electrical and Gas Services by Tenant.

Landlord shall be solely responsible for providing and paying for all electrical and gas services provided to, used, and consumed by Tenant in utilizing the Premises.

6.3. Use of Water and Sewer by Tenant.

Landlord shall be solely responsible for providing and paying for all water and sewerage uses and services provided to, used, and consumed by Tenant in utilizing the Premises.

6.4 Interruption of Services.

The failure by Landlord to any extent to furnish, or the interruption or termination of any services required of Landlord under this Lease, in whole or in part, resulting from causes beyond the reasonable control of Landlord, shall not render Landlord liable to Tenant in any respect, nor be construed as an eviction of Tenant, work an abatement of Rent, or relieve Tenant from the obligation to fulfill any covenant or agreement hereof, so long as Landlord uses reasonable, good faith efforts to restore service as soon as possible. In the event services are interrupted such that the Premises is unusable for its intended purposes and such interruption continues for 90 days and affects a material portion of the Premises, the Tenant shall have the option of paying all Rent into an escrow account of Tenant's choosing until all issues regarding electrical, gas, water, sewer, or other necessary services are resolved. After said 90-day period Tenant shall have the option of terminating this Lease if services have not been restored as a result of Landlord's actions or inaction, but shall consult with Landlord in good faith in an effort to find some alternative remedy prior to any such termination.

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6.5 True Up for Gas, Water, Electrical Service.

Tenant will do an annual review and dollar for dollar true-up of the Landlord's cost to provide gas, water and electrical service after March 31 of Tenant's current fiscal year, which is July 1 to June 30. Tenant shall pay to Landlord the actual cost of such increase by June 30 of that fiscal year for each full or partial year during the life of this Lease. The parties then agree to negotiate in good faith regarding any needs for adjustments to the rate for utilities included as components of the Rental if Landlord's incurs material changes in such costs. Cost is defined as the actual rate paid by Landlord to the appropriate utility provider. In the event Landlord is able to negotiate a reduction in its utility service rate with the applicable provider or rates go down, then such rate reduction shall be passed on to Tenant and shall be reflected in the next following True Up process.

6.6 CPI Base Rental Adjustment.

a) CPI: Commencing as of the first anniversary of the Effective Date and at the beginning of, and applicable to, each Lease Year thereafter during the Lease Term, the Base Rental, housekeeping, general maintenance and common area maintenance ("CAM") components of the Per Square Foot Rental Amount then shown on **Exhibit "H"** (such components of collectively referred to hereafter as the "CPI Applicable Rent Components") shall be adjusted upward (but in no case downward) by the cumulative change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982 - 84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI"). If the CPI ceases to use 1982 - 84 = 100 as a base, or if the CPI is altered, modified, converted, or revised in any way, the CPI will be adjusted to the figure that would have resulted had the change not occurred (such increases shall not exceed Landlord's actual costs for any single CPI Adjustment to CPI Applicable Rent Components other than Base Rental, to which CPI adjustments shall be directly applied). If the CPI ceases to be published, a comparable substitute or successor index published by any agency of the United States shall be selected by Landlord and Tenant. The CPI Adjustment Factor is determined for each successive Lease Year during the Lease Term of this Lease as follows:

Assuming for illustration purposes only that the Lease Year runs from each December 1 through November 30, determine the CPI index figure as of the October 31st which is one month and one day prior to the beginning of a new Lease Year (the "Comparison CPI"), and also determine the CPI index figure as of the November 1 which is thirteen months prior to the beginning of a new Lease Year (the "Base CPI"). Create a fraction using the Comparison CPI as the numerator and the Base CPI as the denominator, and multiply the dividend by the CPI Applicable Rent Components, then add those components to the non-CPI rent components to yield the Per Square Foot Rental Amount. For example, assuming a December 1, 2010 Effective Date, if on Oct. 31, 2011 the Comparison CPI numerator index was 253, and on November 1, 2010 the Base CPI denominator index was 248, then the CPI Adjustment Factor for Lease Year 2 would be 1.02: $[253 / 248 = 1.02]$, resulting in an increase in the Per Square Foot Rental Amount to be used on **Exhibit "H"** for Lease Year 2 equal to the product of the Lease Year 1 CPI Applicable Rent Components multiplied by a factor of 1.02, added to the remaining, non-CPI rent components of the Per Square Foot Rental Amount then shown on **Exhibit "H."** If the CPI figures are published no more frequently than monthly, then the CPI figures for the relevant

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months which are thirteen (13) months and two (2) months prior to the anniversary of each Lease Year shall be used; otherwise, if published more frequently than monthly, the CPI index figure that is closest in time to the triggering dates for determination for the Comparison and Base CPI index figures shall be used.

Any delay or failure of Landlord in computing or billing for the Rental adjustments herein provided shall not constitute a waiver of or in any way impair the continuing obligations of Tenant to pay such Rental adjustments hereunder. Notwithstanding any expiration or termination of this Lease prior to the date that this Lease is scheduled to expire (except in case of a cancellation by mutual written agreement), Tenant's obligation to pay Rental as adjusted herein shall continue and shall cover all periods up to the date that this Lease is scheduled to expire and shall survive any expiration or termination of this Lease.

b) **Other Adjustments:** The parties acknowledge that Landlord incurs certain costs, including though not limited to, transaction fees and interest charges, upon each occasion Landlord borrows funds to finance a build-out of Subsequently Added Parcels sought by Tenant. These costs are factored into the Per Square Foot Rental Amount determined and utilized on **Exhibit "H"** from time to time. Landlord and Tenant agree that upon each occasion during the Lease Term when Landlord and Tenant have executed a Work Letter Agreement as to future construction costs of Landlord improvements completed at Tenant's request or when Landlord has fully repaid its borrowing and/or related costs with respect to each build-out or alteration, or when there is a CPI Adjustment, or when the Capital Improvement Fund is fully funded and should be removed as a component from, or later added back in accordance with the terms hereof to, the Per Square Foot Rental Amount, and for such other reasons as the parties may from time to time agree in their discretion, the Per Square Foot Rental Amount will be amended by execution of a new **Exhibit "H"** within thirty days thereafter, with the new Per Square Foot Rental Amount applicable to the first monthly rental payment following the time any such amendment becomes enforceable, to reflect Landlord's reduced costs associated with each such borrowing.

ARTICLE VII. REPAIRS, MAINTENANCE AND ALTERATIONS

7.1 Acceptance of Premises by Tenant.

The taking of possession of the Premises, following review and approval of same by Tenant, shall conclusively establish that Tenant accepts the Premises as suitable for the purposes leased, accepts the Premises, the Building, and the Land and all related improvements and appurtenances as being in a good and satisfactory condition, and acknowledges that the same comply fully with Landlord's covenants and obligations hereunder, subject to any punchlist items which Tenant provides to Landlord.

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7.2 Maintenance and Repair of Premises by Landlord/Capital Improvement Fund.

Tenant shall not be required to make any repairs to or maintain the Premises. The obligations of repair and maintenance, including, but not limited to, routine maintenance of all electrical, gas, water, sewer, lighting systems and all of the Building interior and exterior, parking lot, and other improvements necessary for the operation of the Premises shall be obligations of Landlord. Included in the Rent is a charge of \$.50 per square foot which shall be held by Landlord in a Capital Improvement Fund which shall be used to pay for major capital improvements such as the replacement and repair of major systems including but not limited to the HVAC system and repair or replacement of the roof or boilers. At such time as the Capital Improvement Fund reaches Two Million and 00/100 Dollars (\$2,000,000.00), then the said \$.50 per square foot Capital Improvement Fund charge shall cease and the Rent reduced accordingly. When said Capital Improvement Fund falls below One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), then said \$.50 per square foot charge shall be reinstated until the Two Million and 00/100 Dollars (\$2,000,000.00) balance is reached. This process shall continue throughout the term of the Lease.

7.3 Alterations by Tenant.

Tenant will not make or allow to be made any alterations to the Premises, or place signs on the Premises which are visible from outside the Premises, without first obtaining the written consent of Landlord in each such instance, which consent will not be unreasonably withheld, conditioned, or delayed. Any and all such alterations, physical additions or improvements, when made to the Premises by Tenant, shall be at Tenant's ultimate cost and expense, subject to the terms and conditions as set forth herein. The cost of said alterations, physical additions or improvements shall be paid first by Landlord, and Tenant shall reimburse Landlord for same by adding a factor, or component to the Per Square Foot Rental Amount as necessary, with amendment of Exhibit "H," to enable Landlord to service its related debt incurred for such purposes, payable in equal monthly installments over the remaining life of the Lease Term or such shorter period as the parties may agree or as is necessary to amortize fully the costs so incurred by Landlord, with interest on such amount at Landlord's true cost of borrowing incurred for such purposes.

All work to be performed by or for Tenant pursuant to this Section will be performed diligently and in a good, workmanlike manner and in compliance with all applicable laws, rules, ordinances, and regulations of any public authority having jurisdiction over the Building and/or Tenant.

7.4 Surrender of Premises by Tenant.

At the termination of the Lease, whether caused by lapse of time or otherwise, Tenant shall at once surrender possession of the Premises and deliver the Premises to Landlord in as good repair and condition as at the commencement of Tenant's occupancy, reasonable wear and tear excepted, and shall deliver to Landlord all keys to the Premises, and if such possession is

Exhibit 1

not immediately surrendered, Landlord may upon fifteen (15) days written notice enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof, by force, if necessary, without having any civil or criminal liability therefor. All furniture, movable trade fixtures, items of tangible personal property and equipment, and at Tenant's option, all other alterations, additions, and improvements installed by Tenant, shall be removed by Tenant at the termination of the Lease. All such removals shall be accomplished in a good and workmanlike manner so as not to damage the Premises or the primary structure or structural qualities of the Building or the plumbing, electrical lines or other utilities. Tenant agrees to repair, at Tenant's expense, any damage to the Premises or the Building resulting from the removal of any items of property authorized herein, including, without limitation, repairing the floor and patching and painting the walls where reasonably required by Landlord. All furniture, movable trade fixtures, items of tangible personal property and equipment, and at Landlord's and Tenant's option all other alterations, additions and improvements installed by Tenant, not removed on or prior to the date of such termination or within a reasonable time thereafter shall thereupon be conclusively assumed to have been abandoned by Tenant and may at Landlord's option, and upon fifteen (15) days written notice, be removed and stored by Landlord. Tenant will pay to Landlord on demand all expenses incurred by Landlord, together with Interest from the date expended until repaid, in connection with Landlord's removal and storage of such property, including without limitation, the cost of repairing any damage to the Building or the Premises. Tenant's obligations under this paragraph shall survive the expiration or earlier termination of this Lease.

ARTICLE VIII. ASSIGNMENT AND SUBLETTING BY TENANT

8.1 Consent.

(a) Tenant shall not assign, sublease, transfer, or encumber this Lease or any interest therein, without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned, or delayed. Any attempted assignment or sublease by Tenant in violation of the terms and covenants of this paragraph shall, at Landlord's option, exercisable in Landlord's sole and absolute discretion, be void. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments or sublettings. Likewise, Landlord shall not assign its interest in the Lease without the express written consent of Tenant, which consent will not be unreasonably withheld, conditioned, or delayed, except that this Lease may be assigned to JP Morgan Chase Bank in connection with the Bond Indebtedness without written consent of Tenant.

(b) Tenant shall not in any manner advertise the Premises or this Lease as being available for assignment or sublease without the prior written consent of Landlord which consent will not be unreasonably withheld, conditioned, or delayed. Consent by Landlord to any such advertising shall not operate as a consent by Landlord to any ensuing assignment or sublease, or as a waiver by Landlord of Landlord's rights as to any subsequent advertising desired or requested by Tenant.

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8.2 Continuing Liability.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the Lease, unless otherwise released by Landlord and except as set forth in Paragraph 6.4 Interruption of Services hereinabove.

ARTICLE IX. LIENS BY TENANT

Tenant will not permit any mechanic's or materialman's lien(s) or other liens to be placed upon the Premises or the Building and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's or materialman's lien(s) or other liens against the Premises. In the event any such lien is attached to the Premises or the Building, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same after verifying its validity. Any amount paid by Landlord for any of the aforesaid purposes, together with Interest from the date expended until the date repaid, shall be paid by Tenant to Landlord on demand as additional Rent.

ARTICLE X. INSURANCE

10.1 Property Insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the machinery, personal property and equipment used in connection with the Building in an amount equal to full replacement cost, and shall provide satisfactory evidence of same to Tenant. Landlord shall not be required to maintain insurance on property owned by any tenant of the Building or for which any tenant of the Building is legally responsible, or for alterations, leasehold improvements or additions made, installed or purchased by or on behalf of any tenant of the Building (including any improvement made pursuant to an Allowance Work Letter Agreement entered into by Landlord and any tenant in relation to a Lease of space within the Building or located on the Land). All insurance requirements by Landlord hereunder shall be maintained at the expense of Landlord, and payments for losses thereunder shall be made solely to Landlord or the mortgagees of Landlord as their interest shall appear or as they shall agree. Tenant shall maintain at its expense or shall self insure, in an amount equal to full replacement cost, fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises, on all improvements to the Building contained within or constituting the Premises which have been made by Tenant or at Tenant's request or expense (including those improvements made pursuant to the Allowance Work Letter Agreement attached hereto as **Exhibit "E"** and incorporated herein by reference for all purposes), and in such additional amounts as required to meet Tenant's obligations pursuant to Article XII hereof.

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10.2 Liability Insurance.

Tenant shall, at its own expense, maintain comprehensive general liability insurance-type coverage under the Mississippi Tort Claims Fund with respect to the activities of Tenant in the Building with the premiums thereon fully paid on or before the due date. Coverage shall be provided under a Certificate of Coverage issued to the Board of Trustees of the Institutions of Higher Learning and maintained throughout the term of this Lease and any extensions thereof, a copy of which is attached hereto as **Exhibit "G"** and incorporated herein by reference for all purposes. Landlord shall, at its expense, maintain a policy or policies of comprehensive general liability insurance with respect to the activities of Landlord on the Project, with the premiums thereon fully paid on or before the due date, and issued by and binding upon an insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall name Tenant as an additional insured and provide evidence of said insurance. Landlord shall not be required to maintain insurance against thefts within the Premises or on the Land and Building generally.

10.3 Policy Form.

All insurance required of Tenant shall be in form and content, and written by one or more insurance companies or Mississippi governmental self-insurance fund, acceptable to Landlord. Each party shall, at the other party's request from time to time, provide the other party with current certificates of insurance evidencing compliance with the insurance provisions of this Lease. Tenant's obligations under this paragraph are subject to the requirements and limitations of those set forth in Paragraph 20.15 Authority.

10.4 Liability of Landlord/Damages from Certain Causes.

To the extent permitted by applicable law, rules and regulations, Landlord shall not be liable to Tenant or to Tenant's employees, agents, licensees, or visitors, or to any other person whomsoever for (a) any injury or damage to person or property due to the Building or the Land or any part thereof becoming out of repair, or by defect in or failure of pipes or wiring, or by the backing up of drains, or by the bursting or leaking of pipes, faucets and plumbing fixtures, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises, unless caused at least in part by the negligence, gross negligence or willful misconduct of Landlord, or (b) any loss or damage that may be occasioned by or through the acts or omissions of other tenants in the Building, or (c) for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, act of terrorism, court order, requisition or order of governmental authority, or any other matter beyond the control of Landlord, to the extent same is covered by insurance.

10.5 Waiver of Subrogation Rights.

To the extent permitted by applicable law, rules and regulations, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or the Building of which the Premises are a part, or any

Exhibit 1

improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause(s) which are insured against under the terms of the standard fire and extended coverage insurance policies referred to in Section 10.1 hereof, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees.

ARTICLE XI. LIABILITY OF LANDLORD AND TENANT

11.1 Tenant's Liability.

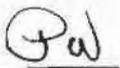
To the extent permitted by applicable law, rules and regulations, Landlord shall have no liability whatsoever to Tenant, to Tenant's agents, servants, employees, contractors, patrons, guests, licensees or invitees, to any other person entering upon the Premises under or with the express or implied invitation or permission of Tenant, or to any other person whomsoever for any claims, actions, damages, liabilities and/or expenses in connection with (a) any injury to person or damage to property on or about the Premises due to the act, omission, negligence of any type, misconduct, or willful act of Tenant, Tenant's agents, servants, employees, contractors, patrons, guests, licensees or invitees, or any other person entering upon the Premises under or with the express or implied invitation or permission of Tenant, (b) the use of the Premises by Tenant and the conduct of its business therein, or (c) any maintenance, repair, installation or alterations in or to the Premises which shall be undertaken by Tenant either in connection with its obligations under this Lease or otherwise.

11.2 Landlord's Liability.

Tenant shall have no liability whatsoever to Landlord for any claims, actions, damages, liabilities and/or expenses arising out of (a) any injury to person or damage to property on or about the Building or Land (exclusive of the Premises) due to the act, omission, negligence of any type, misconduct, or willful act of Landlord or Landlord's agents, servants, employees or contractors, (b) the use of the Building or Land (exclusive of the Premises) by Landlord and the conduct of its business therein, or (c) any maintenance, repair, installation or alterations in or to the Building or Land (exclusive of the Premises) which shall be undertaken by Landlord either in connection with its obligations under this Lease or otherwise.

ARTICLE XII. CASUALTY DAMAGE/DESTRUCTION OF PREMISES

If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that substantial alteration or reconstruction of the Building shall be required (whether or not the Premises shall have been damaged by such casualty), or in the event of any material uninsured loss to the Building, Landlord or Tenant may, at their option, terminate this Lease in whole or as to all or such part of the Premises affected by the casualty event by notifying the other party in writing of such termination within ninety (90) days after the date of such casualty. Prior to termination, the parties shall consult in good faith in an effort to reach agreement as to a mutually beneficial course of action (i.e., rebuilding on site, rebuilding elsewhere,


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availability of financing, etc.). In the event of a termination in whole or in part by Tenant, such termination shall be deemed an election by Tenant to opt-out of all space to which the lease termination applies under the provisions of section 1.14 hereof, including payment of the Termination Fee required thereby, and Tenant shall, following Landlord's receipt of the Termination Fee, no longer be required to pay Rent with respect to such Terminated Premises regardless of the provisions of section 3.5 of the Lease.

Landlord agrees that all casualty insurance proceeds to which it is entitled from its casualty insurance carrier as a result of such casualty event shall not, without the prior written consent of Tenant, be used for any purpose other than payment of bond indebtedness owed by Landlord to J.P. Morgan Chase Bank, N.A. ("Chase") or any other then-holder of Financing Documents executed by Landlord.

In the event Landlord fails to cause the Premises to be properly insured against casualty and an uninsured casualty loss occurs, for which there is no insurance coverage, Tenant shall not be obligated under the provisions of section 3.5 of this Lease, or any other provision hereof, to continue payment of Rent with respect to any and all portions of the Premises rendered unfit for occupation by such casualty loss.

ARTICLE XIII. CONDEMNATION

13.1 Total Taking.

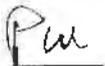
If the whole or substantially the whole of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority.

13.2 Partial Taking.

If less than the whole or substantially the whole of the Building or the Premises is thus taken or sold, Landlord or Tenant (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to the other party; in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. Before exercising the option to terminate as set forth in this paragraph, however, the parties shall consult with one another in the same manner as set forth in Article XII above regarding Casualty events, as to whether some other agreement might be mutually beneficial with respect to issues caused by such taking(s).

13.3 Temporary Taking.

No temporary taking of the Premises or of Tenant's rights therein or under this Lease will terminate this Lease; however, Tenant shall have the right to abatement of Rent under this Lease for a temporary taking.


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13.4 Award.

All amounts awarded upon a taking of any part or all of the Building or the Premises shall belong to Landlord. Tenant shall not be entitled to and expressly waives all claims to any such compensation.


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Exhibit 1

ARTICLE XIV. EVENTS OF DEFAULT/REMEDIES

14.1 Defaults by Tenant.

The following events shall be deemed to be events of default by Tenant under the Lease if not cured upon fifteen (15) days written notice to Tenant of same : (a) Tenant shall fail to pay when due any installment of Rent, including Rental, hereby required (though the requirement of written notice shall not apply to monetary defaults, including default in payment of Rental as provided in this subparagraph (a)); (b) Tenant shall fail to comply with any other term, provision or covenant of the Lease as and when required hereunder; (c) the leasehold hereunder demised shall be taken on execution or other process of law in any action against Tenant; (d) Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (e) a receiver, trustee or custodian is appointed for or takes possession of, all or substantially all of the assets of Tenant or any of the Premises, either in a proceeding brought by Tenant or in a proceeding brought against Tenant and such appointment is not discharged or such possession is not terminated within thirty (30) days after the effective date thereof, or Tenant consents to or acquiesces in such appointment or possession; (f) Tenant files a petition for relief under the Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing hereinafter collectively called "applicable Bankruptcy Law") or an involuntary petition for relief is filed against Tenant under any applicable Bankruptcy Law and such petition is not dismissed within thirty (30) days after the filing thereof, or an order for relief naming Tenant is entered under any applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Tenant; (g) any other event occurs hereunder which is designated as a default.

14.2 Remedies.

If an event of default shall have occurred, and after 30 days notice has been given by Landlord in writing by Certified Mail, Return Receipt Requested to Tenant, and during which time Tenant shall have the right to cure said default, Landlord shall have the right at its election, then or at any time thereafter, to pursue any one or more of the following remedies without further notice or demand, except as hereinafter provided:

(a) Terminate the Lease by giving written notice thereof to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises, or any part thereof, without being liable for prosecution or any claim of damages therefor and Tenant hereby agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, specifically including, but not limited to (i) all reasonable expenses necessary to relet

Exhibit 1

the Premises which shall include the cost of renovating, repairing and altering the Premises for a new lessee or lessees, advertisements and brokerage fees and (ii) any increase in insurance premiums caused by the vacancy of the Premises. If such termination is caused by the failure to pay Rent, Landlord may elect, by sending written notice thereof to Tenant, to receive liquidated damages in an amount equal to the Rental payable hereunder for the month during which the Lease is terminated times twelve (12), which shall be in lieu of the payment of loss and damage Landlord may suffer by reason of such termination. Nothing contained in the Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of the Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(b) Enter upon and take possession of the Premises and expel or remove Tenant or any other person who may be occupying said Premises, or any part thereof, without having any civil or criminal liability therefor and, without terminating the Lease, Landlord may (but shall be under no obligation to) relet the Premises or any part thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of the Lease) and on such conditions (which may include concessions or free Rent) and for such uses as Landlord in its absolute discretion may determine and Landlord may collect and receive any Rents payable by reason of such reletting. In no event shall Tenant be entitled to any excess of any Rent received upon such reletting above the Rent herein reserved. Tenant agrees to pay Landlord on demand all reasonable expenses necessary to relet the Premises which shall include the cost of renovating, repairing and altering the Premises for a new tenant or tenants advertisements and brokerage fees, and Tenant further agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting. Landlord shall not be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any Rent due upon such reletting. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate the Lease unless a written notice of such termination is given to Tenant pursuant to Section 14.2(a) above.

(c) Without having any obligation to do so, Landlord may do or perform whatever Tenant is obligated to do or perform under the terms of the Lease, and if necessary, may enter upon the Premises in so doing, subject to the provisions of Section 3.4 of this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under the Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(d) No repossession of or re-entering on the Premises or any part thereof and no reletting of the Premises or any part shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. In the event of any such repossession or re-entering on the premises or any part thereof by reason of the occurrence of an event of default, Tenant will continue to be obligated to pay to Landlord the Rent and all other sums required to be paid by Tenant hereunder.

Exhibit 1

(e) In the event Tenant is using commercially reasonable efforts to cure any default but said default cannot be cured within the 30-day cure period set forth in this paragraph, the Tenant shall then have such reasonable time as is necessary to complete said curative work, except for monetary defaults which shall be cured by Tenant's payment on or before the earlier of forty-five (45) days after the date of a rental invoice from Landlord evidencing the amount owing and/or to become due, or fifteen (15) days after the date the Rental or other sums are due under the Lease. Landlord agrees to provide Tenant an invoice for Rental and other sums which may be due under the Lease at least thirty (30) days prior to the beginning of the month to which the Rental applies. Tenant shall not be required to prepay Rent, except that Rent is payable monthly in advance.

14.3 Remedies Cumulative.

Pursuit by Landlord of any remedy provided in this Lease shall not preclude pursuit of any other remedies provided herein or by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions or covenants contained in this Lease. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative of and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in the Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of the Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of the Lease, or to any other remedy allowed to Landlord at law or in equity.

14.4 Landlord's Lien Contractual Security Interest.

Landlord hereby waives any landlord's lien, whether statutory or otherwise.

14.5 No Implied Waiver by Landlord.

The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option, right, power or remedy contained in the Lease shall not be construed as a waiver or a relinquishment thereof for the future. No act or thing done by Landlord or its agents during the term hereof shall be deemed an acceptance or surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless in writing and signed by Landlord. No payment by tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, or portion thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

Exhibit 1

14.6 Default by Landlord.

In the event of any act or omission by Landlord which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, or exercise any such other remedy available at law or in equity, Tenant shall not exercise any such right (a) until it has notified in writing the holder of any mortgage or deed of trust or other Financing Document which at the time shall be a lien on the Premises, if the name and address of such holder shall previously have been furnished by written notice to Tenant, of such act or omission, and (b) until a reasonable period for remedying such act or omission, not to exceed thirty (30) days, shall have elapsed following the giving of such notice.

ARTICLE XV. PEACEFUL ENJOYMENT

Tenant shall, and may peacefully have, hold and enjoy the Premises, provided that Tenant pays the Rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained.

ARTICLE XVI. HOLDING OVER

In the event of holding over by Tenant or any person or entity claiming under Tenant after expiration or other termination of this Lease, or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession hereof, such holding over or possession shall constitute a tenancy at sufferance, subject to all of the terms and provisions of this Lease. In the event of any such holding over, in addition to any other remedies available to Landlord under this Lease, at law or in equity, and upon fifteen (15) days written notice, Landlord shall have the right to enter upon and take immediate possession of the Premises, and to expel or remove Tenant or any other person occupying the Premises, without having any civil or criminal liability therefor, or at Landlord's option, to permit Tenant to remain in possession of the Premises for such time as Landlord in its discretion may deem appropriate. Tenant shall, throughout the entire holdover period, pay Rent at the times and in the manner required by this Lease which would have been applicable had the term of this lease continued through the period of such holding over by Tenant. No holding over by Tenant after the expiration of the term of this Lease and no acceptance of Rent by Landlord during a holdover period, whether with or without the consent of Landlord, shall be construed to extend the term of this Lease or prevent Landlord from recovering immediate possession of the Premises by summary proceedings or otherwise unless Landlord has sent written notice to Tenant that Landlord has elected to extend the term of the Lease as hereinabove provided.

ARTICLE XVII. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

Tenant will execute and deliver on request from Landlord, such instruments as may be deemed appropriate by Tenant to evidence the subordination of this Lease to any financing arrangement entered or to be entered into by Landlord affecting the Premises, the Building, the

Exhibit 1

Land or the Project, so long as said instrument contains adequate non-disturbance language in favor of Tenant. In the event any proceedings are brought for default by Landlord under any such financing arrangement, Tenant's rights shall remain as if a new and identical lease between the successor in interest to Landlord's rights, as Landlord, and Tenant, as Tenant, had been entered into for the remainder of the term of the Lease in effect at the institution of the foreclosure proceedings; and the new Landlord shall recognize Tenant's right to use, occupancy, possession and enjoyment of the Premises and Tenant's other rights under this Lease.

Tenant hereby further specifically allows Landlord to pledge this Lease as security for the issuance of tax free financing by any reasonable lender approved by Tenant, which consent shall not be unreasonably withheld, for acquisition and renovation of the Building, the Land and the Premises.

ARTICLE XVIII. CERTIFICATES TO BE PROVIDED BY TENANT

18.1 Certificate of Acceptance.

Upon tender of possession of the Premises to the Tenant and as often thereafter as may be requested by Landlord, but not more than once per year, Tenant will, within thirty (30) days after receipt of a request from Landlord, execute, acknowledge and deliver to Landlord a statement in form acceptable to Landlord and Tenant, which will (a) set forth the Effective Date, any subsequent Parcel Commencement Date(s) and the Lease Term, and (b) contain acknowledgements that Tenant has accepted the Premises and that the Premises and the Project are satisfactory in all respects (or if unacceptable, explain the reasons for same).

18.2 Estoppel Certificates.

Tenant will, from time to time, but not more than once per year, within thirty (30) days following request by Landlord, execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under the Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

ARTICLE XIX. LANDLORD'S INTEREST

19.1 Personal Liability of Landlord.

The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Building and the Land and Tenant agrees to look solely to Landlord's interest in the Building and the Land for recovery of any judgment from Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency.

Exhibit 1

19.2 Transfer by Landlord.

Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder, and in the Building and Land referred to herein, upon Tenant's written consent, which consent will not be unreasonably withheld, conditioned, or delayed, and in such event and upon such transfer, Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations. The term "Landlord" will mean only the owner at the time of the fee title or a tenant's interest in a ground lease of the Project. All covenants of Landlord hereunder shall be binding upon Landlord and its successors only during its or their respective periods of ownership.

ARTICLE XX. MISCELLANEOUS

20.1 Notices.

Any notice in this Lease provided for must, unless otherwise expressly provided herein, be in writing and may, unless otherwise in this Lease expressly provided, be given or be served by depositing the same in the United States mail, prepaid, certified or registered mail (with return receipt requested) and addressed to the party to be notified, or by delivering the same in person to an office of each party or by prepaid telegram or facsimile transmission, when appropriate, addressed or transmitted via facsimile to the party to be notified at the address or facsimile number set forth opposite the signature of the parties below, or such other address or facsimile number, notice of which has been given to the other party in accordance with the provisions of this Lease. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of five (5) business days after it is so deposited whether or not actually received. Notice delivered in any other manner shall be effective upon actual delivery to the intended recipient's address for notices as provided herein or upon transmission, with confirmation, to the facsimile number for notices as provided herein. *In addition*, any notice given by either party to the other shall simultaneously be given by like means to the following:

JPMorgan Chase Bank, N.A.
451 Florida St., Floor 01
Baton Rouge, LA 70801
Mail Code: LA2-2714
Attn: Robert Schneckenburger

20.2 Severability.

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

Exhibit 1

20.3 Recordation of Memorandum by Landlord.

Tenant and /or Landlord shall have the right to record a memorandum of this Lease, which both parties agree within a reasonable time to execute in such reasonable form as delivered for execution.

20.4 Place of Performance.

Tenant shall perform all covenants, conditions and agreements contained herein, including but not limited to payment of Rent, in Hinds County, Mississippi. Any suit arising from or relating to this Lease shall be brought in Hinds County, Mississippi.

20.5 Binding Effect.

This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, and with the prior written approval of Landlord, its successors and assigns. All prior leasehold agreements between Landlord and Tenant, including amendments thereto, are hereby canceled and terminated as of the Effective Date of this Lease.

20.6 Time of Performance.

Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

20.7 Force Majeure.

Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, acts of terrorism, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the reasonable control of Landlord.

20.8 Graphics and Signing by Landlord.

Landlord shall provide and install, at Landlord's cost, at or near the front door of the Premises, all letters or numeral which may be necessary to identify Tenant's name and suite number, all such letters and numeral shall be in the standard graphics for the Building and no other shall be used or permitted on or about the Premises without Landlord's prior written consent.

20.9 Effect of Delivery of this Lease.

Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option. This Lease shall not be effective until an original executed by both Landlord and Tenant is delivered to and accepted by Landlord.

Exhibit 1

20.10 Entire Agreement, Amendments, Waiver.

It is expressly agreed by Tenant that there are no representations, understanding or promises pertaining to the said Project or Premises except as herein set forth, and that this Lease and the Exhibits and Addenda attached hereto constitute the entire agreement of Landlord and Tenant with respect to the Rental or leasing of the Premises. Tenant understands and agrees that there are no warranties, either express or implied other than the warranties, if any, which are set forth in writing in the Lease. All warranties, either express or implied, if any, contained in this Lease are complete and exclusive statements of same. This Lease may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto. No provision of this Lease shall be deemed to have been waived by either party unless such waiver be in writing signed by the parties.

20.11 Joint and Several Liability.

If there is more than one Tenant, or if the Tenant as such is comprised of more than one person or entity, the obligations hereunder imposed upon Tenant shall be joint and several obligations of all such parties.

20.12 Gender and Number.

Words of any gender used in the Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

20.13 Change of Building Name.

Landlord shall not change the name of the Building without the express written consent of Tenant.

20.14 Captions.

The caption of each paragraph hereof is added as matter of convenience only, and shall be considered to be of no effect in the construction of any provision or provisions of the Lease.

20.15 Authority.

In the event Tenant is a corporation (including any form of professional association), partnership (general or limited), or other form or organization other than an individual, then each individual executed or attesting this Lease on behalf of Tenant hereby covenants warrants and represents: (a) that he is duly authorized to execute or attest and deliver this Lease on behalf of Tenant in accordance with the organizational documents of Tenant; (b) that this Lease is binding upon Tenant; (c) that Tenant is duly organized and legally existing in the state of its organization, and is qualified to do business in the State of Mississippi; (d) that upon request, Tenant will provide Landlord with true and correct copies of all organization documents of Tenant, and any amendments thereto; and (e) that the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to

Exhibit 1

which Tenant is a party or by which Tenant may be bound. If Tenant is a corporation, Tenant will, prior to the Effective Date and any subsequent Parcel Commencement Date, deliver to Landlord a copy of a resolution of Tenant's board of directors authorizing or ratifying the execution and delivery of this Lease, which resolution will duly certified to Landlord's satisfaction by the secretary or assistant secretary of Tenant. The terms and conditions of this Lease shall not violate the requirements of and shall be subject to the requisite and necessary approvals from the Board of Trustees of State Institutions of Higher Learning or other appropriate Boards and authorities as Tenant deems necessary and other state law requirements. In the event any provision of this Lease is not in such compliance, then Landlord and Tenant shall use good faith efforts to bring this Lease into compliance with all IHL rules, directives and procedures. In addition, all amendments to this Lease shall be subject to the same requirements.

It is expressly understood and agreed that the obligation of UMMC to proceed under this lease is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the lease are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided, and if funds are not otherwise available to UMMC, UMMC covenants and agrees that if at any time the budget for UMMC does not include amounts sufficient to satisfy all rental payments and other amounts due under the terms of the lease in its fiscal year budget, which is subject to annual review and approval by the IHL Board of Trustees, UMMC covenants that it shall include in such budget, sufficient amounts due under the lease to ensure that there are amounts available to satisfy all rental payments and other amounts due under the lease so as to provide for sufficient funds for payments. UMMC further covenants that if revenue at any time is insufficient to satisfy UMMC's obligation under the lease, UMMC will provide amounts from any legally available source and will then allocate the same to cure said insufficiency.

20.16 No Agency.

The relationship created by this Lease is solely that of landlord and tenant and nothing contained in this Lease shall make either party the agent, legal representative, partner, subsidiary, joint venturer or employee of the other party.

20.17 Governing Law.

This Lease shall be governed by and controlled in accordance with the laws of the State of Mississippi.

20.18 Covenant to Appropriate Designated Revenues.

Tenant covenants and agrees that it shall make reasonable efforts to include all Rent and other amounts due under the terms of this Lease in the annual budget of Tenant, and to provide for periodic appropriations for all such payments from unrestricted revenues received by Tenant which are classified as amounts for deposit into current, unrestricted general fund, the current auxiliary enterprise fund, and the current designated fund as the same are set forth in the financial reports of Tenant.

Exhibit 1

20.19 Quarterly and Annual Financial Statements.

Tenant covenants that it shall furnish to the Landlord upon Landlord's request annual audited financial statements within one hundred twenty (120) days of the fiscal year end or when available. Likewise, Landlord covenants that it shall furnish to the Tenant upon Tenant's request annual audited financial statements within one hundred twenty (120) days of the fiscal year end or when available.

20.20 Amendments.

Tenant covenants and agrees that if it shall ever become necessary to make any amendment to this Lease, or to the trust indenture, by and between the Landlord, its Lender or the Bond Trustee, as the same may be supplemented or amended, in order to permit the qualification of such indenture under the Trustee Indenture Act of 1939 or the registration of the tax exempt bonds issued thereunder, with the Securities and Exchange Commission or the sale of such bonds in accordance with the "blue sky" laws of any state, Tenant shall and will agree to reasonably consider such amendments to both this Lease, and such indenture, as may be necessary or advisable in the opinion of independent counsel, to permit such qualification, registration or sale so long as there is no adverse impact to Tenant. Likewise, Landlord covenants and agrees to cause the terms and conditions of all provisions of this Lease to be in compliance with all State Institutions of Higher Learning or other appropriate Boards and authorities, directives or other state law requirements as Tenant deems appropriate.

20.21 Additional Information.

Tenant covenants and agrees that it will execute such certificates and agreements and provide such information as may be reasonably requested in order to comply with Rule 15c2-12 issued by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1935, as the same may be amended from time to time.

20.22 Qualification of Tax Exempt Bonds.

Tenant covenants and agrees that it will execute such certificates and agreements and take such actions as may be reasonably requested, so long as same is at no cost or expense to Tenant, in order to assure that interest on the tax exempt bonds issued to finance the Project is, and continues to be, excludable from gross income for federal income tax purposes, including, but not limited to, certificates and agreements necessary in order to assure that such bonds qualify and continue to qualify as qualified 501(c)(3) bonds under Section 145 of the Internal Revenue Code of 1986, as amended, and do not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended.

ARTICLE XXI. CONSENT TO ASSIGNMENT OF LEASE

21.1 Consent to Assignment of Lease Payments.

Other than as may be provided in this Lease as to the Financing Documents, to which Tenant has consented and does hereby consent, the Rent set forth herein shall not be assigned

Exhibit 1

without the express written consent of Tenant which will not be unreasonably withheld or delayed, except that the Lease payments may be assigned to JP Morgan Chase Bank in connection with the Bond Indebtedness without the necessity of Tenant's written consent. Otherwise, Tenant shall have thirty (30) days to review any future assignment proposed by Landlord.

21.2 Redemption of Bonds.

Notwithstanding anything contained in this Lease to the contrary, the Landlord and Tenant do hereby agree that in the event of a casualty to or condemnation of the Building or the Premises, the Landlord, any relevant Bond Trustee and Bank, and the University of Mississippi Medical Center, together with such other parties as may be necessary in the premises, may agree, in accordance with and subject to all conditions set forth in the documents pursuant to which any tax exempt bonds either have been or are to be issued in conjunction with the acquisition and renovation of the Project, to utilize some or all of any insurance proceeds or condemnation awards received as a result of such casualty or condemnation, to redeem some or all of such outstanding tax exempt bonds, if any lender with a right to require application of such proceeds directly to existing indebtedness decides to refrain from requiring such application; but only if the Rental payable by Tenant and other tenants in the Building, after redemption of such bonds and reduction of the amount of Rental due in accordance with the next sentence of this section, are sufficient, after operating expenses, to meet principal and interest payments on such bonds which remain outstanding, through maturity. To the extent some or all of such insurance proceeds or condemnation awards are used to retire such outstanding bonds, there shall be no obligation to utilize such insurance proceeds or condemnation awards to restore or replace the Building or the Premises, and the obligation of Tenant to make payments of Rental shall be reduced in proportion to such part of the Premises as are not restored or replaced.

ARTICLE XXII. ADDENDA AND EXHIBITS

The following Addenda and Exhibits are attached to and form a party of this Lease (delete or add as applicable):

Exhibit "A" - Description of the Land

Exhibit "B" - Comprehensive Site Plan with Suite Numbers to be Added

Exhibit "C" - Intentionally Omitted

Exhibit "D" - Building Rules and Regulations

Exhibit "E" - Form of Allowance Work Letter Agreement

Exhibit "F" - Parking Agreement

Exhibit "G" - Certificate of Coverage

Exhibit 1

Exhibit "H" - Leased Parcels Summary Control Sheet

Exhibit "I" - Construction Projects

In the event a provision of an Addendum or Exhibit, if any, attached hereto is inconsistent with a provision in the body of this Lease, the provision as set forth in the Addendum or the Exhibit shall control except as may specifically be noted in the Lease, such as with respect to Building Rules and Regulations.

ARTICLE XXIII.

CONSTRUCTION PROJECTS

Exhibit "I" attached to this Lease shows the Tenant construction projects not commenced or which are incomplete but that nevertheless are included in the Rent, it being agreed and understood that said construction costs and project costs are included in the Bond Indebtedness proceeds to be received by Landlord as contemplated herein. Funds allocated for these projects may be used to offset other Tenant obligations in the event the contemplated projects are not undertaken so long as said use is permitted by the terms of the Financing Documents. It is agreed and understood that, upon repayment of the cost of future construction of Landlord improvements completed at Tenant's request and not contemplated on **Exhibit "I,"** the Rental shall then be reduced by deletion from the Rental being charged at that time of the rent component of the Rental attributable to the Landlord's improvements completed at Tenant's request, which shall be evidenced by proper amendment to **Exhibit "H."**

ARTICLE XXIV.

ENVIRONMENTAL MATTERS

Landlord and Tenant shall comply with all applicable laws and permits, regulations, directives and statutes relating to environmental matters, both Federal and State, inclusive of all Federal and States rules and regulations promulgated hereunder as they may exist currently or as they may be amended in the future, pertaining to the Premises and/or with respect to any of its operations or activities that may be permitted hereunder.

The Tenant specifically warrants and represents that it either has or will obtain all necessary permits in connection with the conduct of its business, will handle, store, and dispose of any hazardous materials used by it on or about the Premises, included but not limited to medical waste and biohazardous materials, in connection with its business in accordance with applicable environmental laws and environmental permits.

Exhibit 1

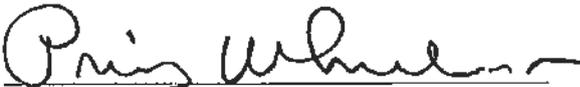
Likewise, Landlord warrants that it shall cause lessees other than Tenant to obtain all necessary permits in connection with the conduct of their businesses, and require that they handle, store and dispose of any hazardous materials used them on or about the Premises in connection with their businesses in accordance with applicable environmental laws and environmental permits.

[Remainder of page intentionally left blank. Signature page follows]

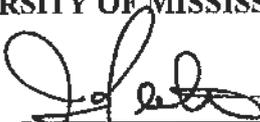
Exhibit 1

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease as of the date aforesaid.

JACKSON MEDICAL MALL FOUNDATION

By: 
Authorized Officer

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: 
James E. Keeton, M.D.
Vice Chancellor for Health Affairs
University of Mississippi Medical Center

Dean, School of Medicine



ADDRESS FOR NOTICES:

P.O. Box 23066
Jackson, Mississippi 39225-3066
Telephone: (601) 352-2300
Facsimile: (601) 360-9777

ADDRESS FOR NOTICES:

Office of the Vice Chancellor
2500 North State Street
Jackson, Mississippi 39216
Telephone: (601) 984-1010
Facsimile: (601) 984-1013

Exhibit 1

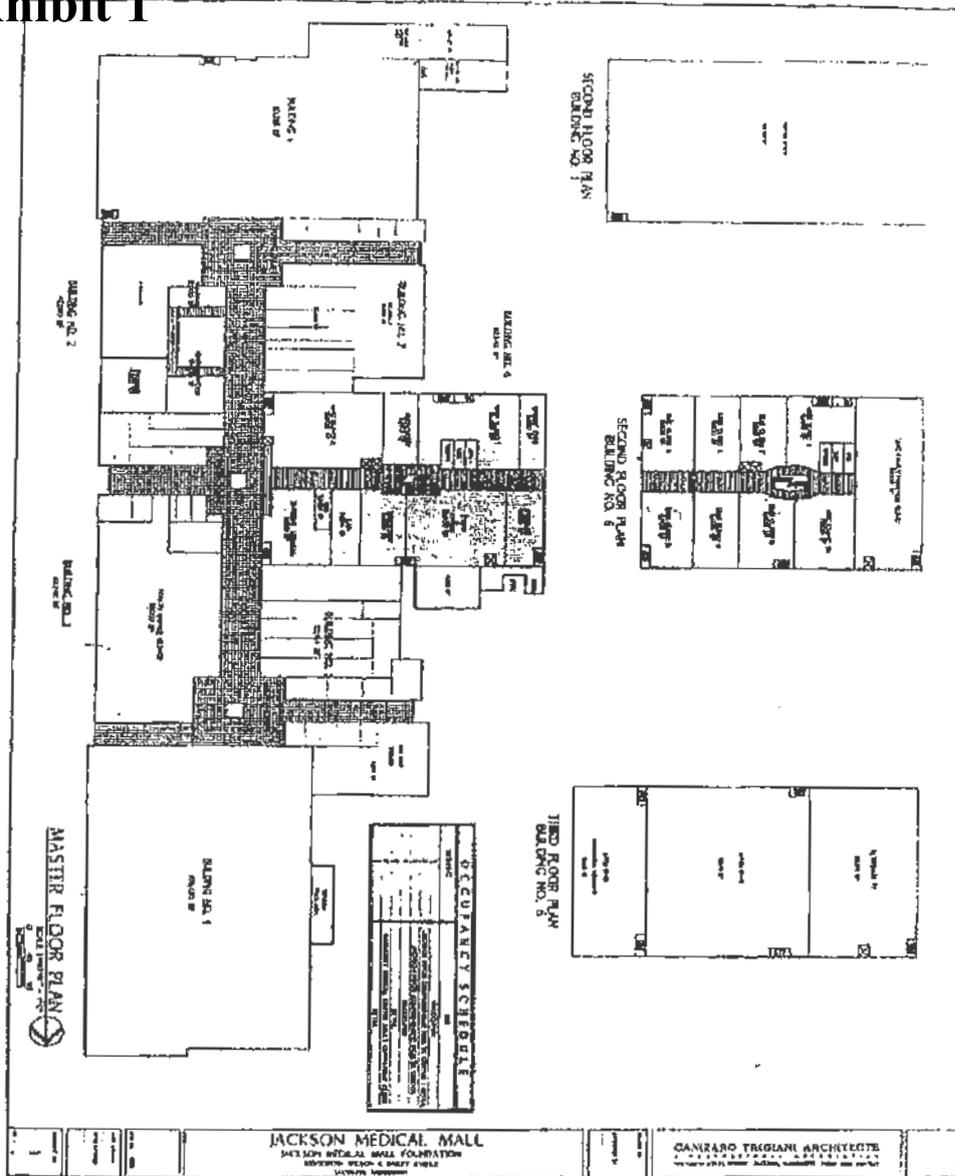


Exhibit 1

EXHIBIT "A"

DESCRIPTION OF LAND

A parcel of land lying and being situated in Section 28, T6N, R1E, Hinds County, Mississippi, and being more particularly described as follows:

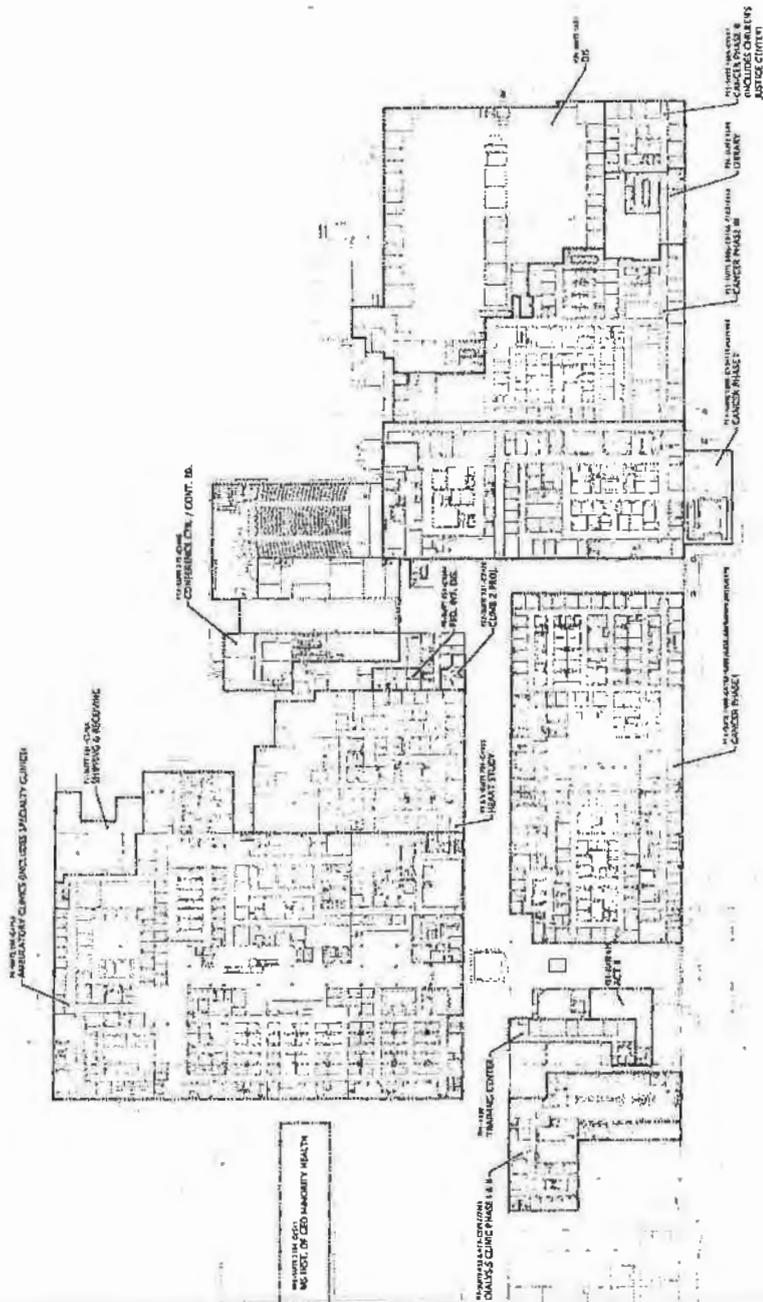
Beginning at the intersection of the West line of Bailey Avenue and the North line of Woodrow Wilson (U.S. Highway 49) as both are now laid out and in use in the City of Jackson, Mississippi; thence run North 89 degrees 58 minutes West along the said North line of Woodrow Wilson for a distance of 1042.05 feet to the PC of a 13.4035 degree curve bearing to the right with a delta angle of 13 degrees 24 minutes and a radius of 427.5 feet; thence along the arc of said curve a chord bearing and distance of North 78 degrees 10 minutes West, 174.7 feet to a point on the East line of Livingston Road; thence run North 0 degrees 06 minutes East along the said East line of Livingston Road for a distance of 198.4 feet; thence run North 5 degrees 46 minutes West along the said East line 83.2 feet; thence continue along the said East line of Livingston Road, North 0 degrees 10 minutes West, 1417.54 feet; thence leaving the said East line of Livingston Road, South 89 degrees 57 minutes East, 200 feet; thence North 0 degrees 14 minutes West, 151 feet to a point on the South line of a proposed 50 foot street; thence run South 89 degrees 57 minutes East along the said South line of a proposed 50 foot street, 566.72 feet to a PC of a 5.943 degree curve bearing to the right with a delta angle of 15 degrees 02 minutes and a radius of 964 feet; run thence along the arc of said 5.943 degree curve with a chord bearing and distance of South 82 degrees 26 minutes East, 252.28 feet to the PRC of another 5.943 degree curve bearing to the left with a delta angle of 15 degrees 02 minutes and a radius of 964 feet; thence along the arc of said curve a chord bearing and distance of South 81 degrees 59 minutes East 237.50 feet to a point on the West line of Bailey Avenue Extension; thence run along the said West line of Bailey Avenue, South 0 degrees 02 minutes West a distance of 1541.2 feet; thence continue along the said West line, South 05 degrees 16 minutes West, 278.69 feet to the point of beginning.

Exhibit 1

EXHIBIT "B"

COMPREHENSIVE SITE PLAN WITH SUITE NUMBERS TO BE ADDED

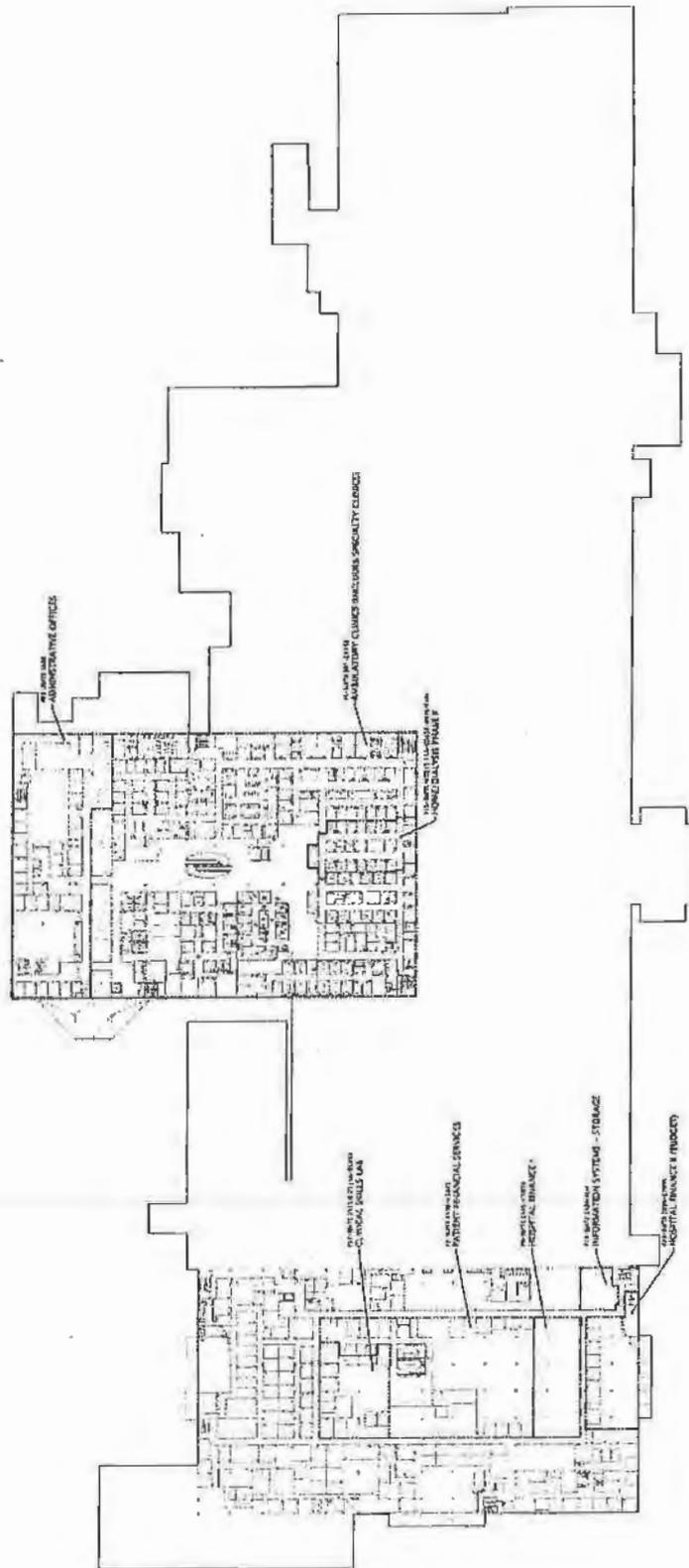
Exhibit 1



JACKSON MEDICAL MALL FOUNDATION
LEASES: LEVEL ONE
December 14, 2010



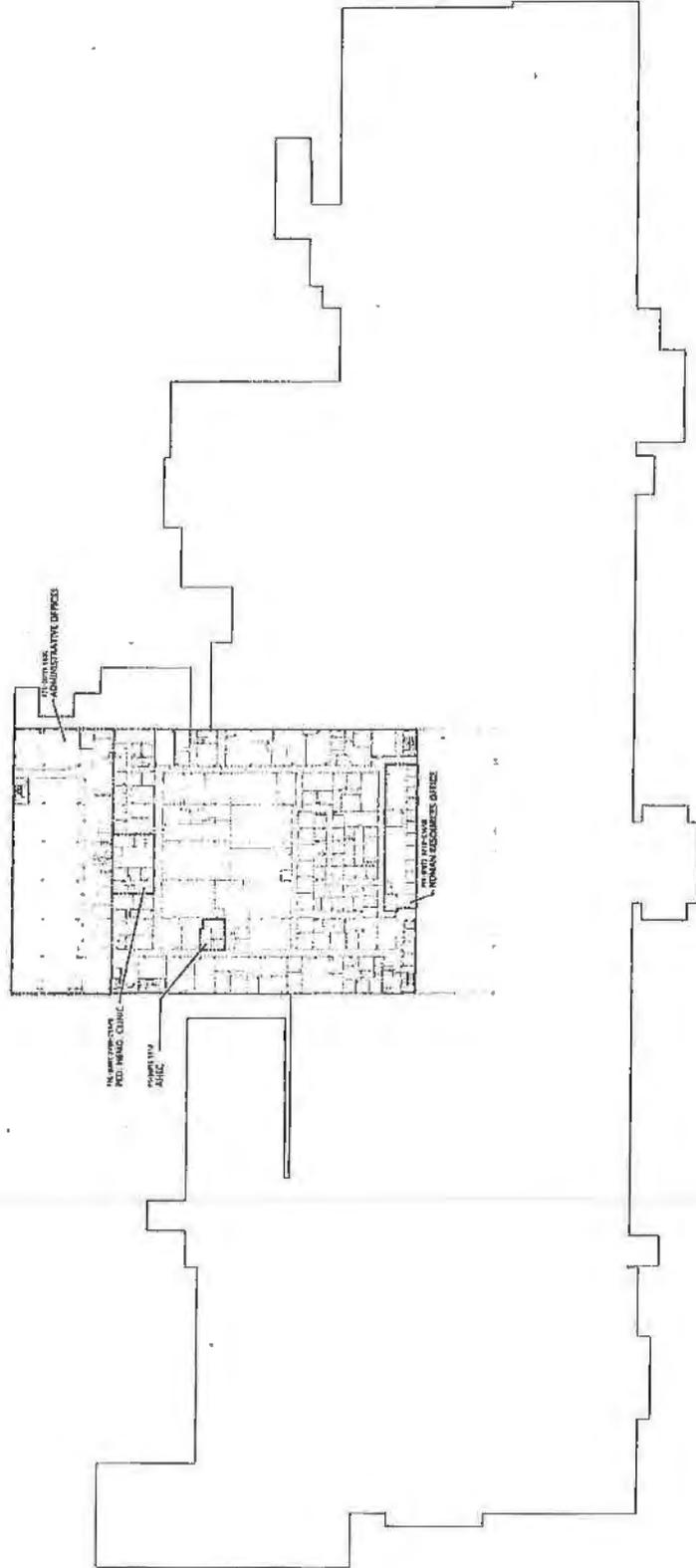
Exhibit 1



JACKSON MEDICAL MALL FOUNDATION
LEASES: LEVEL TWO
December 14, 2010



Exhibit 1



JACKSON MEDICAL MALL FOUNDATION
LEASES: LEVEL THREE
December 14, 2010



A north arrow pointing upwards and a scale bar are located below the text. The scale bar is marked with 0, 10, 20, and 30 feet. Below the scale bar, the text "SCALE: 1/8\"/>SCALE: 1/8"

Exhibit 1

EXHIBIT "C"
PLANS AND SPECIFICATIONS

Intentionally Omitted

Exhibit 1

EXHIBIT "D"

BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed nor shall refuse, furniture, boxes or other items be placed therein by any Tenants or its officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building to another part of the Building. Canvassing, soliciting and peddling in the Building are prohibited.

2. Plumbing, fixtures and appliances shall be used only for purposes for which constructed, and no unsuitable material shall be placed therein.

3. No signs, directories, posters, advertisements, or notices shall be painted or affixed on or to any windows or doors, or in corridors or other parts of the Building except in such color, size and style, and in such places as shall be first approved in writing by Landlord, Building Standard suite identification signs will be prepared by Landlord at Tenant's expense. Landlord shall have the right to remove all unapproved signs without notice to Tenant, at the expense of Tenant.

4. [Intentionally Deleted]

5. Landlord shall have the power to prescribe the weight and position of heavy equipment or objects which may overstress any portion of the floor, recognizing that medical equipment will be used on the Premises. All damage done to the Building by the improper placing of such heavy items will be repaired at the sole expense of the responsible Tenant.

6. A Tenant shall notify the Building manager when safes or other heavy equipment are to be taken in or out of the Building, and the moving shall be done in consultation with Landlord.

7. Corridor doors, when not in use, shall be kept closed.

8. All deliveries must be made via the service entrance and service elevator, during Normal Business Hours. Landlord's approval must be obtained for any other method, manner or time of delivery. Tenant shall make advance arrangements with Landlord to schedule move-ins or move-outs and to reserve service elevator access. Move-in and move-out must be done after 5:00 p.m. or before 8:00 a.m.

9. Each Tenant shall cooperate with Landlord's employees in keeping the Premises neat and clean.

10. Tenants shall not cause or permit any improper noises in the Building or allow any unpleasant odors to emanate from the Premises, except as may be caused by reasonable and customary medical uses.

11. No animals or birds shall be brought into or kept in or about the Building.

Exhibit 1

12. When conditions are such that Tenant must dispose of crates, boxes, etc., it will be the responsibility of Tenant to dispose of same after 5:00 p.m. or before 8:00 a.m.

13. No machinery of any kind, other than machinery used for medical, education or office purposes, shall be operated in, on or about the Premises without the prior written consent of Landlord, nor shall a Tenant use or keep in the Building any inflammable or explosive fluid or substance (including inflammable Christmas trees and ornaments), or any illuminating materials, except candles. No space heaters or industrial type fans shall be operated in the Building.

14. No bicycles, motorcycles or similar vehicles will be allowed in the Building.

15. No nails, hooks, or screws shall be driven into or inserted in any part of the Building except as approved by Building maintenance personnel.

16. Landlord has the right to evacuate the Building in the event of an emergency or catastrophe.

17. No food and/or beverages shall be distributed from Tenant's office without the prior written approval of the Building Manager, except as may related to medical care or services.

18. No additional locks shall be placed on any doors without the prior written consent of Landlord. All necessary keys shall be furnished by Landlord, and the same shall be surrendered upon termination of this Lease, and Tenant shall give Landlord or his agent an explanation of the combination of all locks on the doors or vaults. No duplicates of such keys shall be made by Tenants. Additional keys shall be obtained only form Landlord, at a fee to be determined by Landlord.

19. Tenants will not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent operating personnel form servicing such units as routine or emergency access may require. The lighting and air conditioning equipment of the Building will remain the exclusive charge of the Building maintenance personnel.

20. Tenant shall comply with such parking rules and regulations as may be posted and distributed from time to time.

21. No portion of the Building shall be used for the purpose of lodging rooms.

22. Vending machines, or dispensing machines of any kind, will not be permitted in the Premises by a Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

23. Prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed, must be obtained for installation of window shades, blinds, drapes, or any other window treatment of any kind whatsoever. Landlord will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change any unapproved lighting without notice to Tenant, at Tenant's expense.

Exhibit 1

24. No Tenant shall make any changes or alterations to any portion of the Premises without Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed. All such work shall be done by Landlord or by contractors and/or workmen approved by Landlord.

25. Landlord reserves the right to limit access to the Building after Normal Business Hours and during emergencies in connection with the making of repairs to, operation, or management of the Building.

26. Landlord shall make reasonable allowance in signage for visually impaired individuals.

27. Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needed for the operation of the Building, subject to the terms and conditions of the Lease and so long as said rules and regulations do not interfere with Tenant's use and enjoyment of the Premises.

Exhibit 1

EXHIBIT "E"

FORM OF ALLOWANCE WORK LETTER AGREEMENT

THIS ALLOWANCE WORK LETTER AGREEMENT ("AWLA") forms a part of the Lease Agreement (the "Lease") effective the _____ day of _____, 2010, by and between JACKSON MEDICAL MALL FOUNDATION ("Landlord") and UNIVERSITY OF MISSISSIPPI MEDICAL CENTER, ("Tenant"), and constitutes the entire agreement of Landlord and Tenant with respect to the construction and completion of the Administrative Offices Square Feet of the Premises described in the Lease.

1. Construction by Landlord of Tenant Improvements:

Subject to and upon the conditions hereinafter set forth, Landlord agrees to construct or have constructed within the _____ of the Premises (as used herein, unless the context clearly indicates otherwise, the term "Premises" shall mean the space being addressed by this AWLA, regardless of whether such space was covered by the Lease as of the Effective Date thereof, or subsequently added as an additional Parcel), in accordance with the working drawings and specifications approved by Landlord and Tenant, the Tenant Improvements (herein so called) which shall, for purposes hereof, be deemed to include all improvements which are described in the Final Plans and Specifications described hereinbelow. The cost of the Tenant Improvements for the purpose of billing shall equal the actual cost to Landlord of constructing the Tenant Improvements, including without limitation the cost of all work, labor, materials, and supplies, contractor's, architectural, engineering, and design fees (including but not limited to preliminary and final space plans and final construction documents), and any other costs, fees or expenses incurred by Landlord in connection with the construction of the Tenant Improvements. Landlord shall pay the first \$_____ per usable square foot of the cost of constructing the Tenant Improvements, such dollar amount to be called the "Allowance". The portion of the cost of constructing the Tenant Improvements incurred by Landlord in excess of Allowance shall be paid by Tenant to Landlord in accordance with paragraph 6 below. The term "usable square foot" as used herein shall include the Net Rentable Area of the Premises, as defined in the Lease, less any allocation for Common Areas, Service Areas, ground floor lobby and any building mechanical and elevator rooms. In the event the cost of the Tenant Improvements is less than the Allowance, such difference shall be a credit to the Tenant's Rental in accordance with paragraph 7 below.

2. Representatives:

Landlord hereby appoints _____, ("Landlord's Representative"), to act as the Landlord's Representative in all matters covered by this Agreement. Tenant hereby appoints _____, ("Tenant's Representative") to act as Tenant's Representative in all matters covered by this Agreement. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Agreement will be made to Landlord's Representative or Tenant's Representative, as the case may be. Either party may change its representative under this

Exhibit 1

Agreement at any time by giving ten (10) days written notice to the other party delivered in accordance with the notice provisions of the Lease.

3. Space Plan/Preliminary Cost Estimate:

(a) Tenant Information: Tenant agrees to provide to Landlord, at Tenant's expense, on or before _____ all information (the "Tenant Information") which Landlord may need in order to prepare plans and specifications for the construction of the Tenant Improvements to be installed by Landlord in the Premises pursuant to the provision of this Allowance Work Letter Agreement. The information required hereunder shall at a minimum include all items which are listed on Schedule 1 attached hereto. In the event that Tenant does not deliver said information by said date, Tenant agrees that any such delay shall be a "Tenant Delay".

(b) Submittal by Landlord to Tenant of Preliminary Space Plan and Preliminary Cost Estimate: Within thirty (30) business days from receipt of the Tenant Information, or as soon thereafter as reasonably possible, Landlord shall have prepared by its designated space planner and delivered to Tenant for approval, a preliminary layout or space plan ("Preliminary Space Plan") of the Premises. At the same time Landlord will be prepared to discuss informally the costs associated with the Preliminary Space Plan and will provide an estimate of the cost of constructing the Tenant Improvements within the Premises.

(c) Approval by Tenant of Final Space Plan and Preliminary Cost Estimate:

(i) Tenant shall have a period of thirty (30) business days following delivery of the Preliminary Space Plan in which to review the Preliminary Space Plan as submitted. If Tenant has any objections to the Preliminary Space Plan as submitted, Tenant shall notify Landlord within thirty (30) business days after delivery by Landlord and Landlord shall thereupon proceed to revise the Preliminary Space Plan; however, any such suggested revisions by Tenant are subject to Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed. Unless Tenant objects to such Preliminary Space Plan within thirty (30) business days after delivery by Landlord, Tenant shall be deemed to have approved such Preliminary Space Plan as submitted.

(ii) In the event that the cost estimate submitted by Landlord reflects that the costs associated with the Tenant Improvements are in excess of the Allowance, Tenant shall have a period of ten (10) business days following delivery of the cost estimate within which to either approve the cost estimate "as is", or to request such changes to the Tenant Improvements as may be necessary to cause an appropriate reduction in the cost of constructing the Tenant Improvements. During such ten (10) business day period, Landlord's Representative will be prepared to discuss informally the costs associated with the Tenant Improvements and to make recommendations as to what reductions or changes to the Tenant Improvements may be necessary to reduce the total cost of constructing the Tenant Improvements to an acceptable amount. In the event Tenant requests any changes to the Tenant Improvements, subject to the Landlord's review and approval, Landlord will thereupon proceed to revise the Preliminary Space Plan and the scope of the Tenant Improvements in accordance with Tenant requested

Exhibit 1

modifications and shall resubmit the Preliminary Space Plan and cost estimate as revised, to Tenant for approval. Unless Tenant objects to the cost estimate within ten (10) business days after delivery by Landlord, Tenant shall be deemed to have approved such cost estimate as submitted.

(iii) The above procedure shall be repeated until Tenant approves or is deemed to have approved the Preliminary Space Plan and cost estimate; however, in the event Tenant does not finally approve the Preliminary Space Plan and cost estimate within ten (10) business days from the date hereof, Tenant agrees that any such delay shall be deemed to be a "Tenant Delay". The final space plan approved or deemed approved by Tenant is hereinafter referred to as the "Final Space Plan". The cost estimate as approved or deemed approved by Tenant is hereinafter referred to as the "Preliminary Cost Estimate".

4. Final Plans and Specifications/Final Cost Proposal/Authorization for Expenditures:

(a) **Submittal by Landlord to Tenant:** Upon approval or deemed approval of the Final Space Plan and Preliminary Cost Estimate, Landlord shall cause its architect or space planner to prepare from the Final Space Plan for Tenant's approval, all of the one-eighth inch (1/8th") architectural, mechanical and electrical working drawings, plans and specifications necessary to complete the design and construction of Tenant's contemplated leasehold improvements, including but not limited to:

(i) Complete, finished and detailed architectural drawings and specifications for Tenant's partition layout, reflected ceiling, telephone and electrical outlets, and finish schedule for the work to be done by Landlord under Paragraph 1 hereof; and

(ii) Complete Building Standard mechanical plans and specifications where necessary for installation of normal air-conditioning system and ductwork and heating and electrical facilities for the work to be done by Landlord under Paragraph 1 hereof.

Within five (5) business days following Tenant's approval or deemed approval of the Final Space Plan, or as soon thereafter as is reasonably possible, Landlord will furnish to Tenant for Tenant's approval: (i) the plans and specifications prepared in accordance with the provisions of this paragraph; (ii) a final cost proposal for the cost of constructing the Tenant Improvements within the Premises; and (iii) an Authorization for Expenditure (herein so called) for execution by Landlord and Tenant, which shall set forth Landlord's final estimate of the total costs of constructing the Tenant Improvements and the allocation of such cost between Landlord and Tenant.

(b) **Approval by Tenant:** Tenant agrees to promptly review the plans and specifications, the final cost proposal and the Authorization for Expenditure and, within ten (10) business days following receipt, to return said items with written approval to Landlord, in which event Landlord shall be entitled to commence construction of the Tenant Improvements on the

Exhibit 1

basis of the final cost estimate and Authorization for Expenditure as submitted to Tenant; provided, however, that in the event the plans and specifications vary substantially in design from the Final Space Plan, or if the final cost proposal and Authorization for Expenditure reflect that the total cost of constructing the Tenant Improvements will be more than the Preliminary Cost Estimate, Tenant will be entitled to request changes in the plans and specifications, or final cost proposal and Authorization for Expenditure, as appropriate, by notice in writing to Landlord delivered within such five (5) business day period. Failure to send notice within the five (5) business day period will be deemed to be approval by Tenant of the item as to which no objection or request for modification is delivered. If the plans and specifications vary substantially from the Final Space Plan, or if the final cost proposal and Authorization for Expenditure reflect that the total cost of constructing the Tenant Improvements are in excess of the Preliminary Cost Estimate, and Tenant timely objects to the plans and specifications, or to the final cost proposal and Authorization for Expenditure, as appropriate, Landlord will promptly correct any such deviation in the plans and specifications from the Final Space Plan, or will make such further modifications to the Tenant Improvements as Tenant may request to reduce the cost of the Tenant Improvements, and will thereafter resubmit such items, as revised, to Tenant for review and approval. Any changes requested by Tenant are subject to Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed. The above process shall be repeated until the plans and specifications, final cost proposal and Authorization for Expenditure are approved or deemed approved by Tenant; provided, however, that in the event said plans and specifications, final cost proposal and Authorization for Expenditure are not finally approved, executed and delivered by Tenant to Landlord within ten (10) business days after the date of initial submission by Landlord, Tenant agrees that any such delay shall be a "Tenant Delay". The plans and specifications approved by Tenant and Landlord are hereinafter referred to as the "Final Plans and Specifications" (also referred to as "Working Drawings" or "Construction Documents"). The cost proposal approved or deemed approved by Tenant is hereinafter referred to as the "Final Cost Proposal".

5. Redrawings of Final Space Plans and Specifications:

Any redrawings in the Final Space Plan occasioned or requested by Tenant after Tenant's acceptance of the Final Space Plan (except revisions required to correct any mistakes or variances from the Tenant Information or to satisfy any code requirements), and the cost of any changes requested by Tenant in the Final Plans and Specifications after approval thereof by Landlord and Tenant shall be at Tenant's sole cost and expense, and shall be payable by Tenant to Landlord on demand. Furthermore, beginning on the date Tenant returns the Final Plans and Specifications with written approval to Landlord, if Tenant requests any changes in said plans and specifications and if, as a result of such change, Landlord is delayed in substantially completing construction of the Tenant Improvements, then any resulting delay shall be a "Tenant Delay."

Page 150 of 299

6. Payment of Costs of Construction in Excess of Allowance:

If the cost of constructing the Tenant Improvements exceeds the Allowance, Tenant will pay Landlord such excess in the same manner and on the same terms as is provided in Section 7.3 of the Lease for Landlord's incurred costs of alterations requested by Tenant.

Exhibit 1

7. Credit for Costs of Construction Less than Allowance:

If the cost of constructing the Tenant Improvements is less than the Allowance, Tenant shall be entitled to such difference as a credit to its Rental in equal monthly amounts over the Lease Term with interest on such difference at Landlord's then current interest rate for its long term financing, or in a lump sum fashion as may be agreed between the parties.

8. Change Orders:

Tenant may, after approval of the Final Plans and Specifications, request changes to such plans and specifications. Any changes are subject to Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed. In the event Landlord agrees to incorporate any of Tenant's requested revisions to the Final Plans and Specifications, Tenant shall pay to Landlord within five (5) business days following delivery by Landlord to Tenant of the Change Order hereinafter described, in addition to any other amounts which are payable by Tenant to Landlord hereunder, all of Landlord's extra costs associated with such changes, including, but not limited to, contractor's overhead and profit and associated architectural and engineering fees, if any, plus ten percent (10%) of such extra cost for Landlord's coordination, supervision and overhead. Landlord shall not be required to make such changes if the requested changes do not conform with the plans and specifications for the Building or Landlord does not approve the changes. Prior to implementing any requested change to the Final Plans and Specifications, Landlord will prepare and deliver to Tenant, for Tenant's approval, a Change Order (herein so called) setting forth the cost of such requested changes as hereinabove described. If Tenant fails to approve, execute and deliver to Landlord such Change Order, or to pay to Landlord any amounts which are due or payable by Tenant to Landlord in connection with the Change Order, within five (5) business days following delivery of the Change Order by Landlord, Tenant will be deemed to have withdrawn the proposed change.

9. Commencement Date:

Tenant's obligations for the payment of Rent with respect to the Premises and any Parcels thereof shall be governed by the applicable terms of the Lease.

10. Occupancy of the Premises:

Tenant agrees that upon substantial completion of the Tenant Improvements to the Premises and delivery of possession of the Premises to Tenant, Tenant will accept the Premises in its existing condition, subject only to a punch list of items remaining to be corrected by Landlord which will be prepared by Landlord's Representative and Tenant's Representative. Tenant may not enter into possession of the Premises prior to substantial completion of the Tenant Improvements without Landlord's written consent. If Landlord consents to possession of the Premises by Tenant prior to substantial completion, Tenant will hold Landlord harmless and indemnify Landlord for any loss or damage to Tenant's or Landlord's equipment, fixtures or merchandise, and for any injury to a person resulting therefrom, whether due to negligence of Landlord or Tenant or their respective agents.

Exhibit 1

11. Exhibits:

The following Schedules are attached to and form a part of this Allowance Work Letter Agreement:

Schedule 1: Tenant Information

In the event a provision of a Schedule, if any, attached hereto is inconsistent with a provision in the body of this Agreement, the provision as set forth in the Schedule shall control.

[Remainder of page intentionally left blank. Signature page follows]

Exhibit 1

IN TESTIMONY WHEREOF, the Parties hereto have executed this Allowance Work Letter Agreement as of the date aforesaid.

JACKSON MEDICAL MALL FOUNDATION

By: _____
Authorized Officer

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: _____
James E. Keeton, M.D.
Vice Chancellor for Health Affairs
University of Mississippi Medical Center

Dean, School of Medicine

Exhibit 1

SCHEDULE 1

MINIMUM INFORMATION REQUIRED OF TENANT FOR PREPARATION OF CONSTRUCTION ESTIMATE AND PREPARATION OF PLANS AND SPECIFICATIONS

1. Floor plan indicating location of partitions and doors.
2. Location of electrical and telephone outlets (typical units).
3. Type and color of floor covering.
4. Type and color of wall covering, paint or paneling.
5. Details of all millwork.
6. Details of corridor entrances.
7. Details of all items requiring water supply or drain.
8. Indication of partition types.
9. Selection of hardware sets (locks, closers, etc.).
10. Full details of any non-typical electrical outlet.
11. Information on any non-standard air conditioning or ventilation requirements.
12. Report from relevant telephone company indicating their approval of proposed telephone equipment room complete with location of electrical connection, grounding connection, conduit sizes and runs.
13. Information on any non-standard lighting or switching.
14. Weight and proposed location of any exceptionally heavy equipment.
15. Verified dimensions of all built-in equipment (file cabinets, etc.).
16. Keying schedule.
17. Type and location of all light fixtures.

Exhibit 1

EXHIBIT "F"

PARKING AGREEMENT

THIS PARKING AGREEMENT, entered into by and between JACKSON MEDICAL MALL FOUNDATION ("Landlord") and UNIVERSITY OF MISSISSIPPI MEDICAL CENTER ("Tenant"), is to be attached to and shall form a part of that certain Lease Agreement (the "Lease") for the Premises as defined in the Lease between Landlord and Tenant ("Premises"), dated _____, 2010.

1. Parking Spaces. During the term of the Lease, upon payment by Tenant of the parking Rental hereinafter set forth, if any, the following shall apply to parking on surface parking lots associated with the Premises:
 - (a) Reserved Parking-UMC. Landlord hereby agrees to make available and Tenant hereby agrees to accept (_____) assigned and reserved parking spaces (the "Reserved Parking-UMC") at locations on the surface parking lots as designated in Schedule 1 hereto, which is attached hereto and incorporated herein by reference for all purposes.
 - (b) Employee Parking-UMC. Tenant and Tenant's employees shall be permitted to park in the parking spaces on the surface parking lot designated as "Employee Parking-UMC" in Schedule 1 hereto. Use of any other areas of the surface parking lots by Tenant and Tenant's employees shall be prohibited and considered a default under the Lease. Such other areas of the surface parking lots shall be limited to use by other tenants and their employees, or by customers and guests on a first come, first use basis.
 - (c) Landlord shall have the right, at any time, to reasonably transfer or relocate the position of Tenant's parking spaces under this Parking Agreement; provided.
2. Parking Rental. Tenant will pay no fee to Landlord as Rental for the parking spaces.
3. Rules and Regulations. Use of the surface parking lots shall be subject to such reasonable rules and regulations as may be promulgated from time to time by Landlord.
4. No Liability of Landlord. Tenant acknowledges that it will be entitled to the use of a parking space or spaces only, and that Landlord shall have no liability for any damage or loss to Tenant's motor vehicle, or any vehicle parking in any parking space herein rented pursuant to authorization from Tenant or to any contents in any such vehicle, caused by the elements, third parties, traffic accident or collision in the parking facility, or any other agency or cause. Landlord shall not be responsible for security of the parking facilities or for policing or directing traffic other than normal and usual signs and traffic lane markings. Under no circumstances shall Landlord be construed to be a bailee of any vehicle or contents thereof.

Exhibit 1

5. Exhibits. The following Schedules are attached to and form a part of this Parking Agreement:

Schedule 1: Designated Parking-UMC

6. Notwithstanding the foregoing Landlord and Tenant agree and understand the Landlord's parking configuration and quantity of spaces for the entire Jackson Medical Mall Foundation property shown on **Exhibit "A"** shall comply with all applicable zoning rules and regulations. Further, in the event Tenant requests special parking space assignments due to special events or special needs of Tenant employees or guests, Landlord and Tenant shall cooperate so that the requests of Tenant are reasonably met.

In the event a provision of Schedule, if any, attached hereto is inconsistent with a provision in the body of this Agreement, the provisions as set forth in the Schedule shall control.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Parking Agreement as of the date aforesaid.

JACKSON MEDICAL MALL FOUNDATION

By: _____
Authorized Officer

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: _____
James E. Keeton, M.D.
Vice Chancellor for Health Affairs
University of Mississippi Medical Center

Dean, School of Medicine

Exhibit 1

SCHEDULE I

DESIGNATED PARKING-UNIC

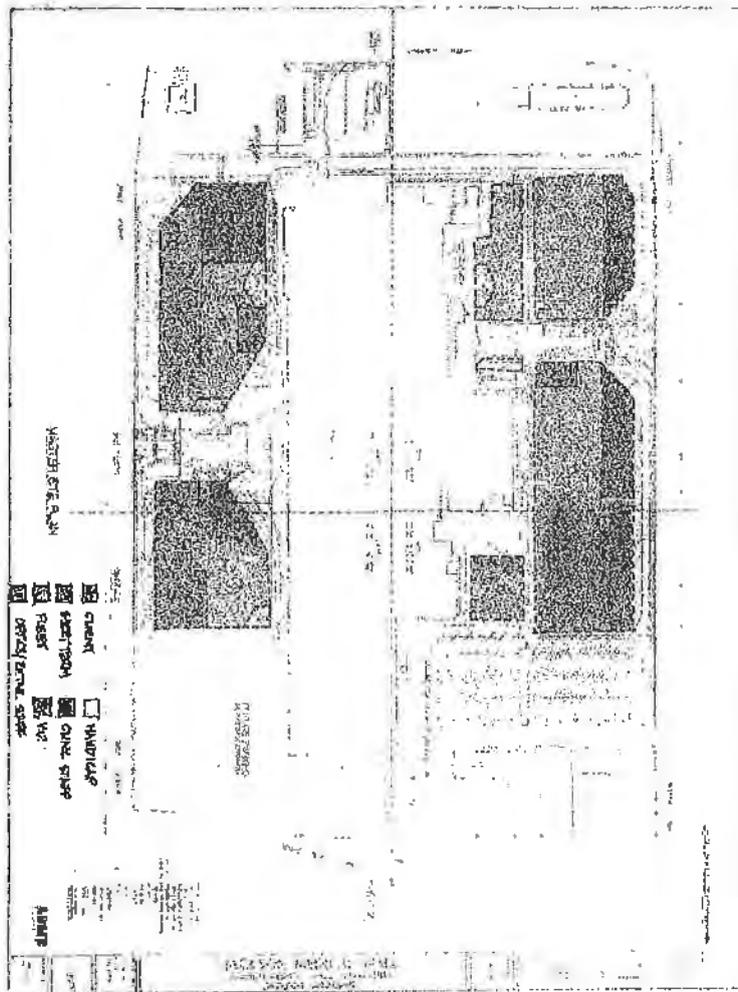


Exhibit 1

EXHIBIT "G"

CERTIFICATE OF COVERAGE

CERTIFICATE OF COVERAGE

Issued to:

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

The Mississippi Tort Claims Board certifies the participation of the above named state agency in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. The Tort Claims Fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law. This Certificate shall expire at the end of one (1) year from the issued date hereof.

Issued this the 10th day of December, 2010.

Mississippi Tort Claims Board



Lea Ann McElroy, Administrator

Exhibit 1

EXHIBIT "H"

LEASED PARCELS SUMMARY CONTROL SHEET

Exhibit 1

Exhibit E

Leased Parcels Summary Control Sheet

(JMMF - UMMC Master Lease Agreement Dated As Of December 31, 2010)

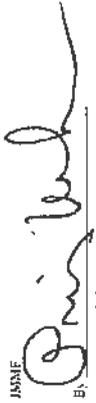
Parcel No.	Premises / Parcel Description (Subsequently Added Parcels denoted by "SPA")	Square Feet	Per Square Foot Rental Amount (See Below Breakdown)	Parcel Commencement Date	Allowance Work Letter Agreement (Y/N) Date	Suite #	Total Amount of Landlord Improvements at Tenant's Request	Adjustment to Per Square Foot Rental Amount	Estimated Date of Payoff of Costs of Landlord Improvements at Termination of Lease	Comments
1	Shipping and Receiving	1,712	\$15.48	12/31/2010	N	501				
2	UMC Patient Account Services	15,806	\$15.48	12/31/2010	N	2550				
3	Anderson Heart Study	6,357	\$15.48	12/31/2010	N	701				
4	Ambulatory Clinics (includes Specialty Clinics)	143,179	\$15.48	12/31/2010	N	501				in-kind rent
5	UMC Area Health Educators Center Program Office	523	\$0.00	12/31/2010	N	2512				
6	Additional Jackson Heart Study	14,813	\$15.48	12/31/2010	N	701				
7	Outpatient Diabetes Facility	12,146	\$15.48	12/31/2010	N	459 & 479				
8	UMC Pediatric Infectious Disease (Paw II)	771	\$15.48	12/31/2010	N	751				
9	Hospital Finance Department	5,224	\$15.48	12/31/2010	N	2525				
10	MS Institute for the Improvement of Geographic Minority Health	6,974	\$15.48	12/31/2010	N	310-B				
11	HRE Office	3,450	\$15.48	12/31/2010	N	3210				
12	UMC Conference Center	26,641	\$15.48	12/31/2010	N	775				
13	Phase I of the Cancer Center Institute (Paw Primary Healthcare Clinic)	46,162	\$15.48	12/31/2010	N	1600				
14	Phase II of the Cancer Institute	41,646	\$15.48	12/31/2010	N	1600				
15	Phase III of the Cancer Institute (includes Children's Justice Center)	29,073	\$15.48	12/31/2010	Y (12/01/2010)	1600	\$411,000.00	\$0.00		
16	Pediatric Hemophilia Treatment Clinic	2,090	\$15.48	12/31/2010	N	3450				
17	Clinical Skills Assessment Lab	3,877	\$15.48	12/31/2010	N	2515				
18	Information System Storage	950	\$15.48	12/31/2010	N	2500				
19	Home Dialysis Program	4,000	\$15.48	12/31/2010	N	MO 215-11A				
20	Hospital Finance Department Addition (Budget)	4,796	\$15.48	12/31/2010	N	2600				
21	UMMC Training Center	2,522	\$15.48	12/31/2010	N	495-B				
22	CLUMBE2 Project	570	\$15.48	12/31/2010	N	731				
23	UMMC ACT Center II	4,150	\$15.48	12/31/2010	N	615				
24	Division of Information Systems	37,775	\$15.48	12/31/2010	Y (09/01/2010)	1601	\$3,542,000.00	\$0.00		
25	Administrative Offices	36,110	\$15.48	12/31/2010	Y (10/01/10)	550-B & 550-C	\$3,100,000.00	\$0.00		
26	UMMC Rowland Medical Library Off-Site Storage	4,814	\$15.48	12/31/2010	Y (10/01/2010)	1609	\$259,000.00	\$0.00		

Exhibit A - Phase 12_28_10 (2)

Exhibit 1

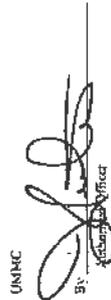
Square Footage of the Premises	455,110
Multiplied by: Per Square Foot Rental Amount	\$15.48
Rental (entered as annual amount)	\$7,055,938.80

Exhibit H Amendment No.: N/A

JSM:IE
 By: 
 Authorized Officer

189271
 BSS

Date: 12-31-10

UNMC
 By: 
 Authorized Officer

Components of Per Square Foot Rental Amount	Amount	Eligible For CPI Adjustment
Base Rental	\$ 2.95	Y
Construction Improvements/UMC Projects	\$ 3.45	N
Construction Improvements/New Umc Projects	\$ 1,430	N
Total Base Rental/Construction Improvements	\$ 7,233	N/A
CAM	\$ 3.30	Y
Housekeeping	\$ 1.90	Y
Electricity	\$ 1.50	N
Water	\$ 0.10	N
Gas	\$ 0.10	N
General Maintenance	\$ 0.25	Y
Capital Improvement Fund	\$ 0.50	N
Per Square Foot Rental Amount	\$ 15.48	N/A

Exhibit H - Phelps 12_28_10 (2)

Exhibit 1

EXHIBIT "I"
CONSTRUCTION PROJECTS

Exhibit 1

Exhibit I

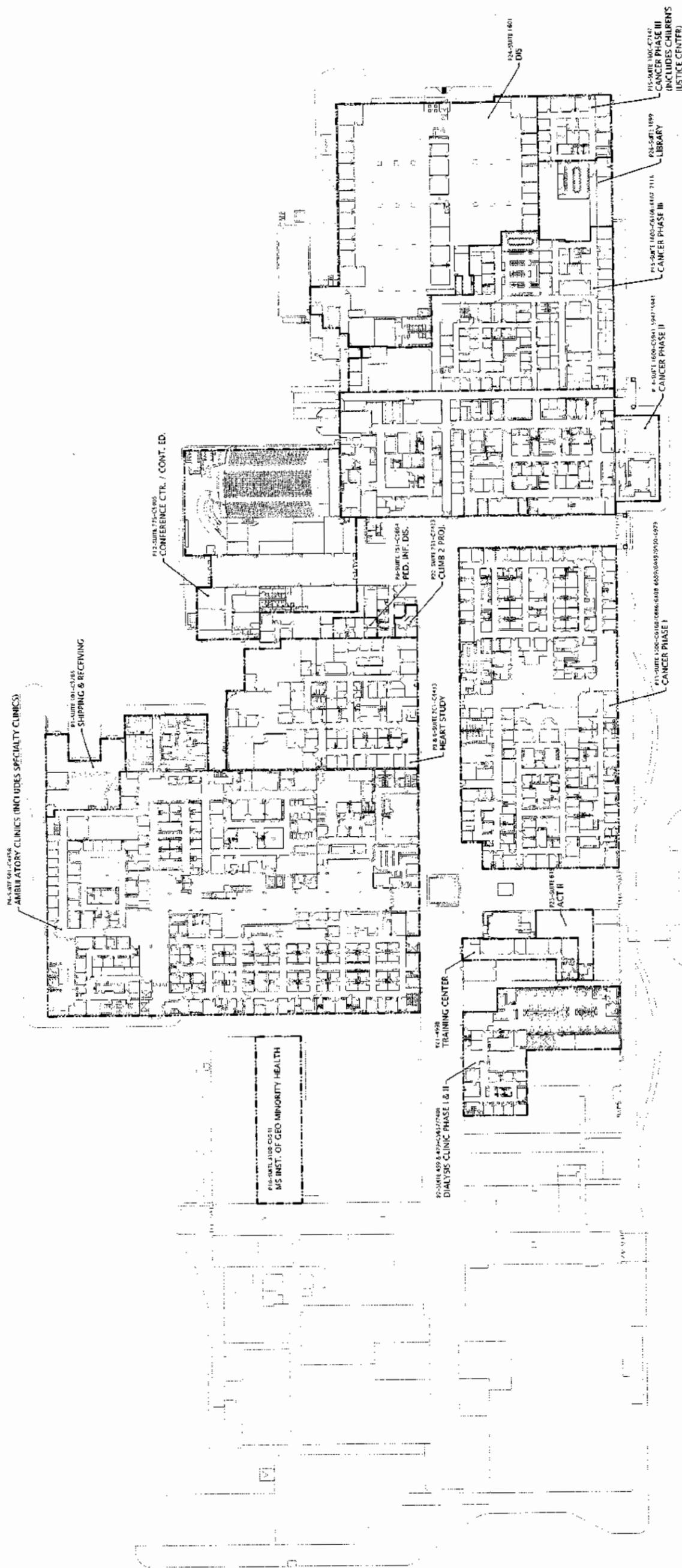
Landlord Construction Projects

(UMMF - UMMC Master Lease Agreement Dated As Of December 31, 2010)

Parcel No.	Premises / Parcel Description/Suite No.	Construction Square Feet	Per Square Foot Rental Amount	Parcel Commencement Date	Allowance Work Letter Agreement (Y/N) Date	Suite #	Total Amount of Landlord Improvements at Tenant's Request	Adjustment to Per Square Foot Rental Amount
24	Division of Information Systems	37,775	\$15.48	12/31/2010	Y (09/01/2010)	1601	\$3,542,000	0
25	Administrative Offices	36,110	\$15.48	12/31/2010	Y (10/01/10)	550-B & 550-C	\$3,100,000	0
26	UMMC Rowland Medical Library Off-Site Storage	4,814	\$15.48	12/31/2010	Y (10/01/2010)	1699	\$259,000	0
14	Phase II of the Cancer Institute (Renovations to Radiation Oncology Space)	4,570	\$15.48	12/31/2010	Y (12/01/2010)	1600	\$119,000	0
15	Phase III of the Cancer Institute (Renovations to Radiation Oncology Space)	2,230	\$15.48	12/31/2010	Y (12/01/2010)	1600	\$292,000	0

4609383_1.xls

Exhibit 1

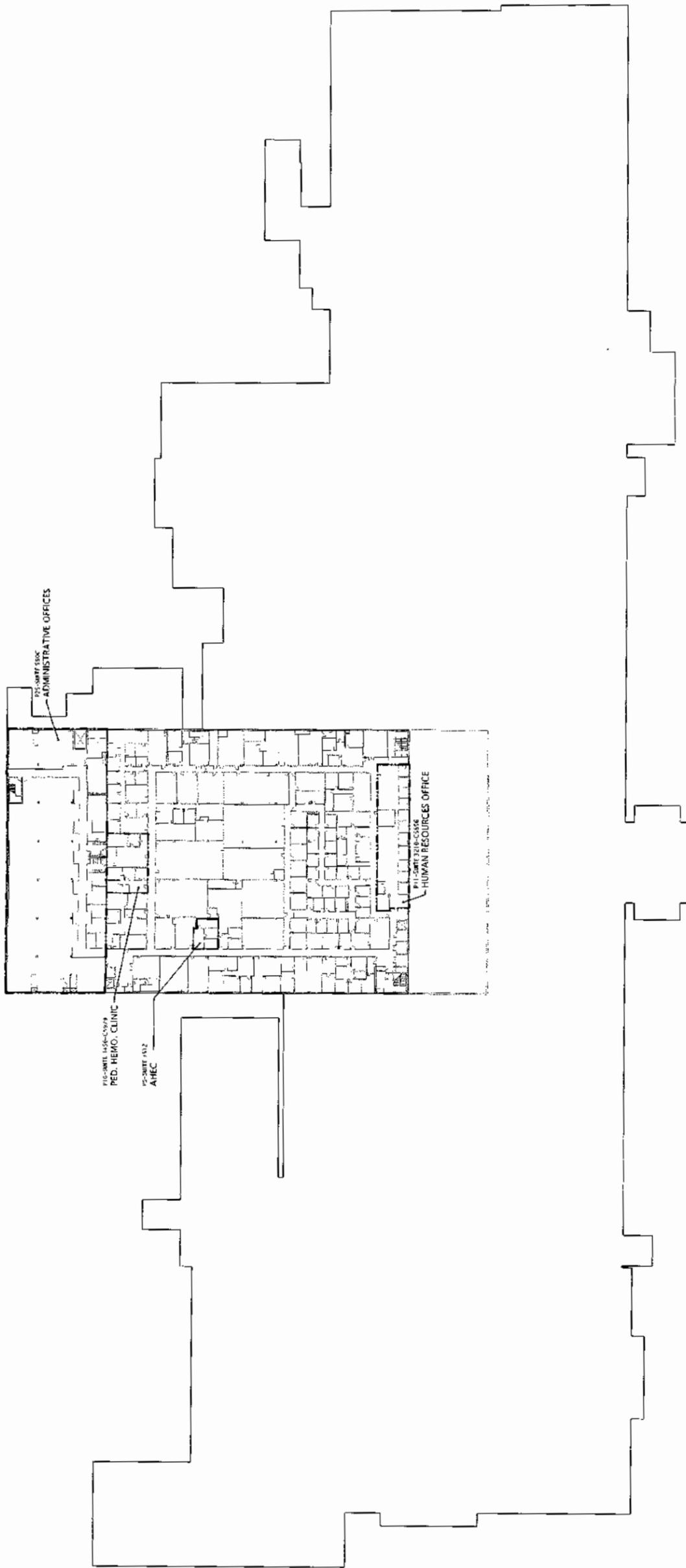


JACKSON MEDICAL MALL FOUNDATION
LEASES: LEVEL ONE

December 14, 2010



Exhibit 1



JACKSON MEDICAL MALL FOUNDATION
LEASES: LEVEL THREE

December 14, 2010



SCALE: 1/8" = 1'-0"

Exhibit 1

Exhibit H

Leased Parcels Summary Control Sheet

(UMMC - UMMC Master Lease Agreement Dated As Of March 5, 2013)

Parcel No.	Premises / Parcel Description (Subsequently Added Parcel denoted by "SEA")	Square Feet	Per Square Foot Rental Amount (See Below for Breakdown)	Parcel Commencement Date	Allowance Work Letter Agreement (Y/N) Date	Suite #	Total Amount of Landlord Improvements at Tenant's Request	Adjustment to Per Square Foot Rental Amount	Estimated Date of Payoff of Costs of Landlord Improvements at Tenant's Request	Comments
1	Shipping and Receiving	1,312	\$15.48	12/31/2010	N	501				
2	UMM Patient Account Services	15,066	\$15.48	12/31/2010	N	3550				
3	Jackson Heart Study	6,557	\$15.48	12/31/2010	N	701				
4	Ambulatory Clinics (includes Specialty Clinics)	143,179	\$15.48	12/31/2010	N	309				
6	Additional Jackson Heart Study	14,835	\$15.48	12/31/2010	N	701				
5	DELETED									
7	Outpatient Diabetes Facility	12,146	\$15.48	12/31/2010	N	450 & 479				
8	UMC Pediatrics Infectious Diseases (Part II)	771	\$15.48	12/31/2010	N	751				
9	Hospital Finance Department	5,223	\$15.48	12/31/2010	N	5525				
10	MS Institute for the Improvement of Geographic Minority Health	6,874	\$15.48	12/31/2010	N	310-88				
11	HRE Office	3,450	\$15.48	12/31/2010	N	5210				
12	UMC Oncology Clinic	26,641	\$15.48	12/31/2010	N	775				
13	Phase I of the Cancer Center Institute (Oncology Primary, Hematologic Clinic)	46,162	\$15.48	12/31/2010	N	1600				
14	Phase II of the Cancer Institute	41,046	\$15.48	12/31/2010	N	1600				
15	Phase III of the Cancer Institute (includes Children's Cancer Center)	29,072	\$15.48	12/31/2010	Y (12/01/2010)	1600	\$41,000.00	\$0.00		
16	Pediatric Hematology Transplant Clinic	2090	\$15.48	12/31/2010	N	3450				
17	Cancer Suite Assessment Lab	3,877	\$15.48	12/31/2010	N	2515				
18	Information Systems Storage	950	\$15.48	12/31/2010	N	2506				
19	Heme Dialysis Program	4009	\$15.48	12/31/2010	N	M0 215-11A				
20	Hospital Finance Department Addition (Budget)	4,796	\$15.48	12/31/2010	N	2620				
21	UMMC Training Center	2,132	\$15.48	12/31/2010	N	4040				
22	CLMIR2 Project	570	\$15.48	12/31/2010	N	721				
23	UMMC ACT Center II	4350	\$15.48	12/31/2010	N	615				
24	Division of Information Systems	37,775	\$15.48	12/31/2010	Y (09/01/2010)	1601	\$3,532,000.00	\$0.00		
25	Administrative Offices	26,107	\$15.48	12/31/2010	Y (10/01/10)	550-4	\$3,302,000.00	\$0.00		
26	UMMC Rowland Meacham Library, Off-Site Storage	4,813	\$15.48	12/31/2010	Y (10/01/2010)	1600	\$750,000.00	\$0.00		

Exhibit 1

Square Footage of the Premises	25,870
Multiplied by Per Square Foot Rental Amount	\$15.20
Rental Total (as shown above)	\$392,536.00

Exhibit H Attachment No. 1

JVMF

By: 
 Authorized Officer

Date: 3-5-2013

UNMC

By: 
 Authorized Officer

Components of Per Square Foot Rental Amount	Amount	Eligible For CPT Adjustments
Base Rental	\$ 2,905	Y
Construction/Improvements/Other/UMC Projects	\$ 1,450	N
Construction/Improvements/Non-UMC Projects	\$ 1,450	N
Total Base Rental/Construction/Improvements	\$ 5,805	N/A
CAM	\$ 1,010	Y
Housekeeping	\$ 1,000	Y
Electricity	\$ 1,400	N
Water	\$ 0.10	N
Gas	\$ 0.25	Y
General Maintenance	\$ 0.50	N
Capital Improvement Fund	\$ 0.50	N
Per Square Foot Rental Amount	\$ 15.20	N/A

Exhibit 1

EXHIBIT H (AMENDMENT 2)

Premises/Parcel Description*	Total Sq. Ft.	Per Square Foot Rental Amount (See Below for Breakdown)	Parcel Commencement Date	Allowance Work Letter Agreement (Y/N) / Date	Total Amount of Landlord Improvements at Tenant's Request	Adjustment to Per Square Foot Rental Amount	Estimated Date of Payoff of Costs of Landlord Improvements at Tenant's Request
First Floor - Parcel 1	6,334	\$16.00	12/31/2010	N			
First Floor - Parcel 2	13,797	\$16.00	12/31/2010	N			
First Floor - Parcel 3 Labeled Parcel 26 on Original Exhibit H	43,846	\$16.00	12/31/2010	Y(10/01/2010)	\$ 259,000.00		12/31/2030
First Floor - Parcel 4	150,733	\$16.00	12/31/2010				
	13,505			Y(09/01/16)	\$ 461,226.70		1/31/2017
	1,954			Y(03/09/16)	\$ 283,560.00		12/31/2016
Labeled Parcel 15 on Original Exhibit H	29,073			Y(12/01/10)	\$ 411,000.00		12/31/2030
Labeled Parcel 25 on Original Exhibit H	36,110			Y(10/01/10)	\$ 3,100,000.00		12/31/2030
Labeled Parcel 24 on Original Exhibit H	37,775			Y(12/01/10)	\$ 3,542,000.00		12/31/2030
First Floor - Parcel 5	7,982	\$16.00	12/31/2010	N			
First Floor - Parcel 6	23,688	\$16.00	12/31/2010	N			
First Floor - Parcel 7	922	\$16.00	12/31/2010	N			
First Floor - Parcel 8	777	\$16.00	12/31/2010	N			
First Floor - Parcel 9	76,611	\$16.00	12/31/2010	N			
Second Floor North - Parcel 10	72,002	\$16.00	12/31/2010	N			
Second Floor South - Parcel 11	33,709	\$16.00	12/31/2010	N			
Third Floor - Parcel 12	4,178	\$16.00	12/31/2010	N			
Third Floor - Parcel 13	3,892	\$16.00	12/31/2010	Y(03/09/16)	\$ 411,510.00		12/31/2016
Third Floor - Parcel 14	19,340	\$16.00	12/31/2010	Y(09/09/16)	\$ 235,170.00		11/30/2016
Total Square Feet	455,810						
Multiplied by Per Square Foot Rental Amount	\$16.00						
Rental (Stated as Annual Amount)	7,292,965						
Components of Per Square Foot Rental Amount							
Base Rental	\$3.47						
Construction/Improvements/Old UMC Projects	\$3.45						
Construction/Improvements/Exhibit I	\$1.43						
Total Base Rental/Construction/Improvements	\$8.35						
CAM	\$3.30						
Housekeeping	\$1.90						
Electricity	\$1.50						
Water	\$0.10						
Gas	\$0.10						

Exhibit 1

EXHIBIT H (AMENDMENT 2)

General Maintenance	\$0.25
Capital Improvement Fund	\$0.50
Per Square Foot Rental Amount	\$16.00

Dated:



Primus Wheeler, Executive Director

UMMC



LouAnn Woodward, M.D., Vice Chancellor for Health Affairs

Exhibit 1

Exhibit H - Addendum 1

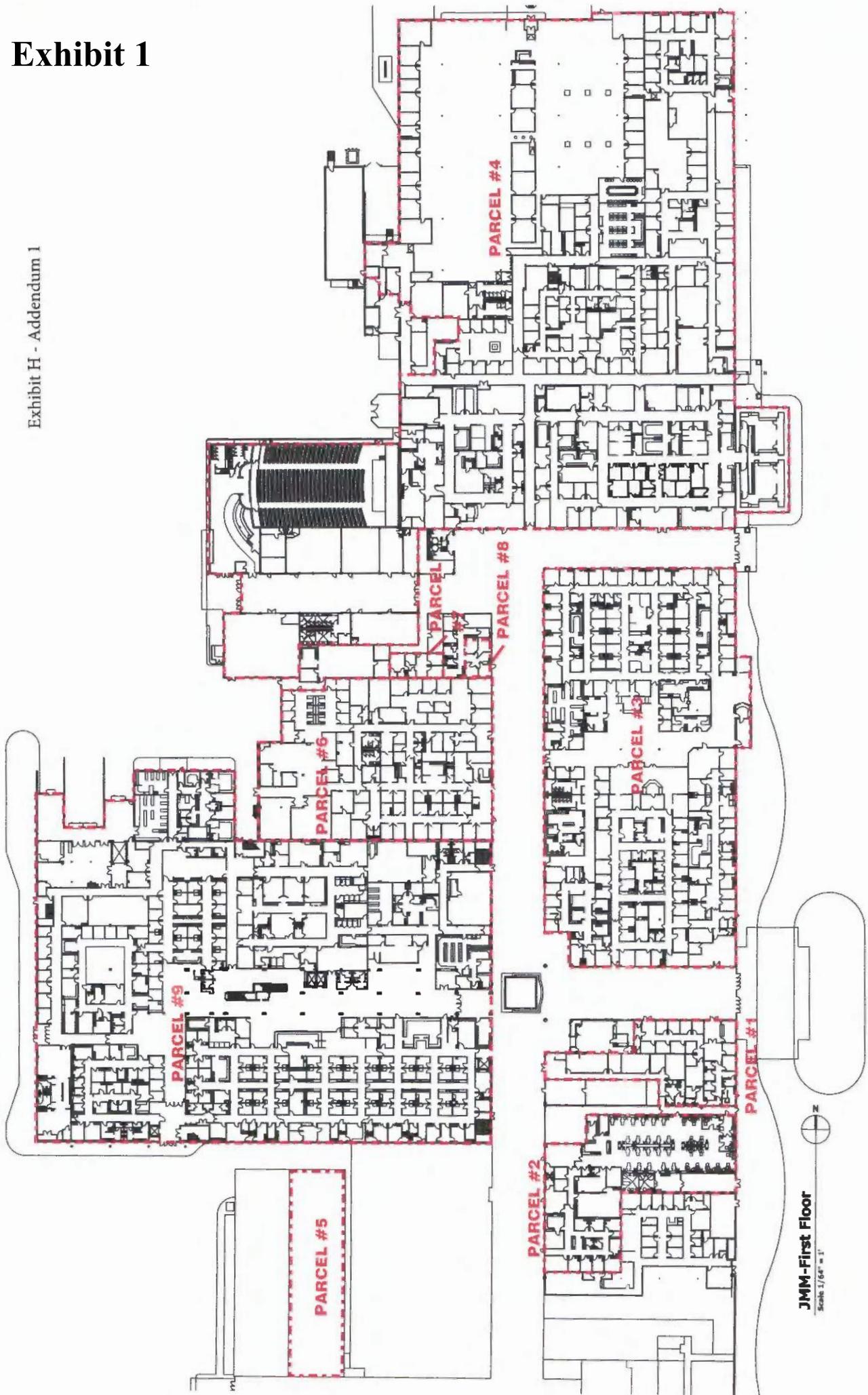
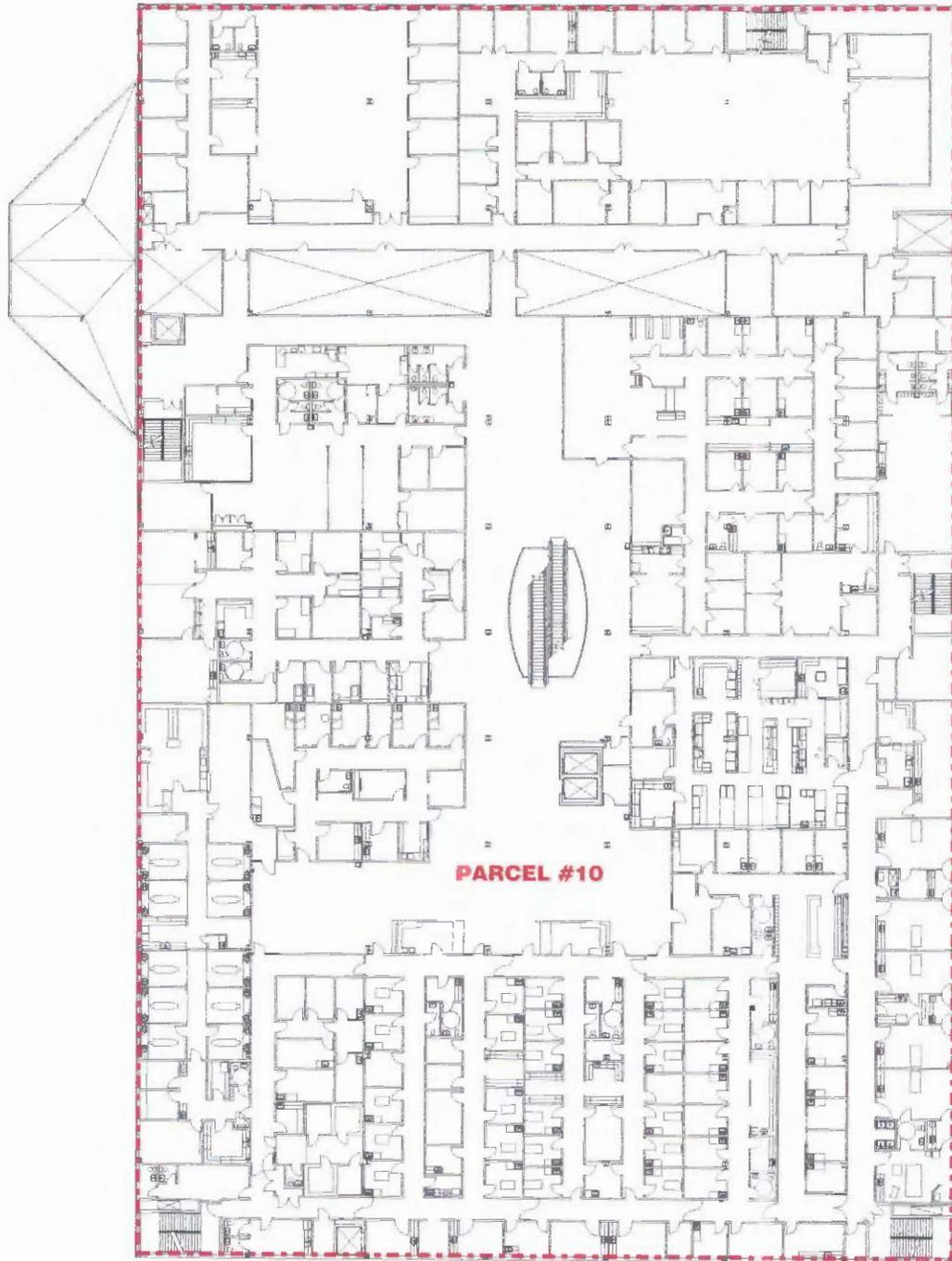


Exhibit 1

Exhibit H - Addendum 2



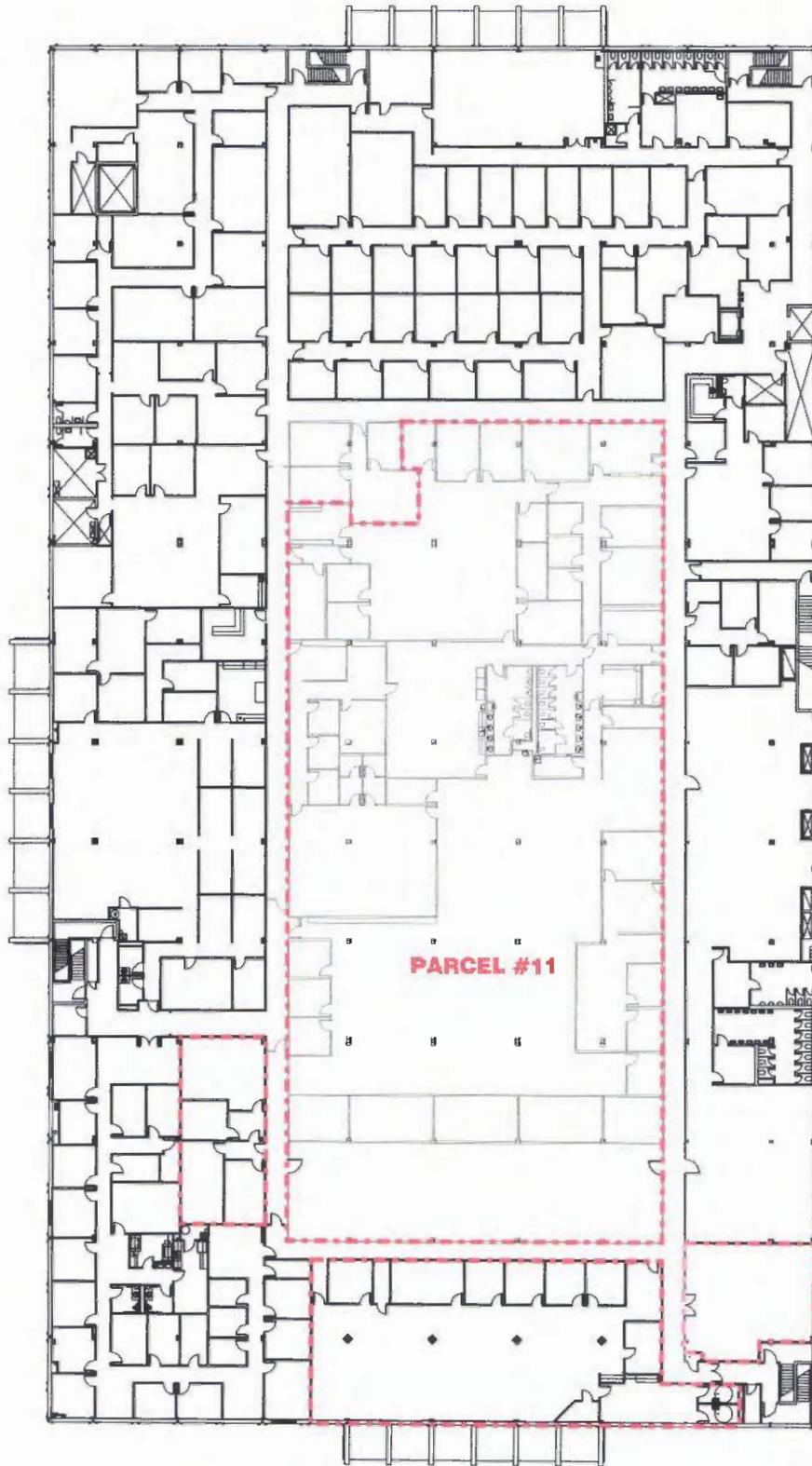
JMM-Second Floor (North)

Scale 1/32" = 1'



Exhibit 1

Exhibit H - Addendum 3



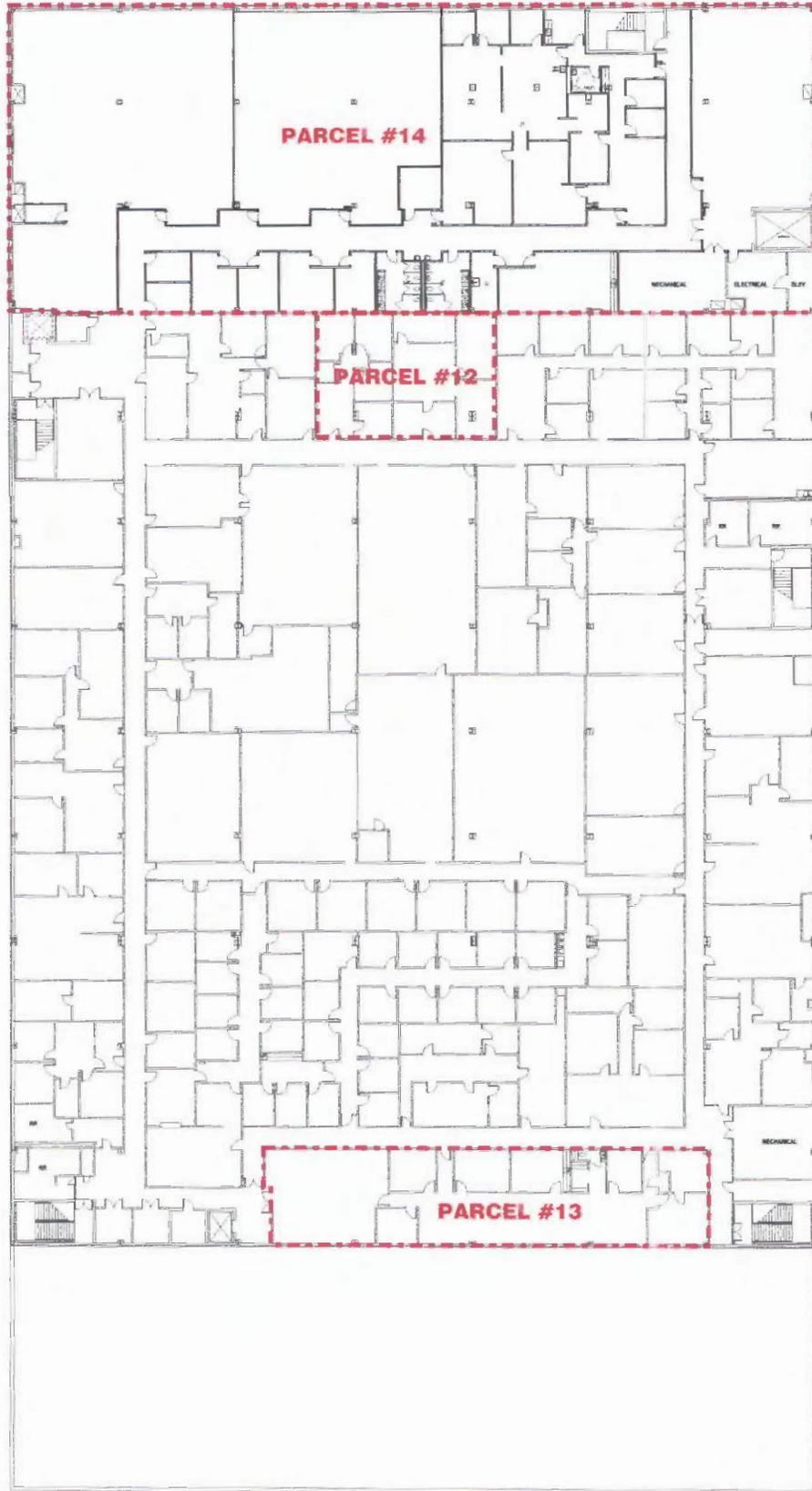
JMM-Second Floor (South)

Scale 1/32" = 1'



Exhibit 1

Exhibit H - Addendum 4



JMM-Third Floor

Scale 1/32" = 1'



Exhibit 1

Exhibit H
(Amendment 3)
Leased Parcels Summary Control Sheet
(JIMME - UMMC Master Lease Agreement Dated as of December 31, 2010)

Premises/Parcel Description*	Total Sq Ft.**	Per Square Foot Rental Amount (See Below for Breakdown)	Parcel Commencement Date	Allowance Work Letter Agreement (Y/N) / Date	Total Amount of Landlord Improvements at Tenant's Request	Adjustment to Per Square Foot Rental Amount	Estimated Date of Payoff of Costs of Landlord Improvements at Tenant's Request
First Floor - Parcel 1	6,534	\$16.17	12/31/2010	N			
First Floor - Parcel 2	13,797	\$16.17	12/31/2010	Y(10/10/2016)	\$58,323.10	\$0.00	1/06/2017
First Floor - Parcel 3	8,838	\$16.17	12/31/2010				
First Floor - Parcel 3	43,846	\$16.17	12/31/2010	Y(5/18/2017)	\$11,276.00	\$0.00	6/30/2017
Labeled Parcel 26 on Orig Exhibit H and Shown on Exhibit I	1,954			Y(10/01/2010)	\$259,000.00	\$0.00	12/31/2020
First Floor - Parcel 4	150,733	\$16.17	12/31/2010				
	13,505			Y(9/1/2016)	\$161,226.70	\$0.00	1/31/2017
	1,954			Y(9/29/2016)	\$283,560.00	\$0.00	12/31/2016
	1,602			Y(8/9/2016)	\$18,974.73	\$0.00	3/15/2017
Labeled Parcel 14 and 15 on Orig Exhibit H and Shown on Exhibit I	29,073			Y(12/1/2010)	\$411,000.00	\$0.00	12/31/2030
Labeled Parcel 25 on Orig Exhibit H and Shown on Exhibit I	36,110			Y(10/01/2010)	\$3,100,000.00	\$0.00	12/31/2030
Labeled Parcel 24 on Orig Exhibit H and Shown on Exhibit I	37,735			Y(12/1/2010)	\$3,542,000.00	\$0.00	12/31/2030
First Floor - Parcel 5	7,982	\$16.17	12/31/2010	N			
First Floor - Parcel 6	23,688	\$16.17	12/31/2010	N			
First Floor - Parcel 7	932	\$16.17	12/31/2010	N			
First Floor - Parcel 8	777	\$16.17	12/31/2010	N			
First Floor - Parcel 9	76,611	\$16.17	12/31/2010	N			
Second Floor North - Parcel 10	72,002	\$16.17	12/31/2010				
	9,642			Y(8/8/2016)	\$12,155.00	\$0.00	12/31/2016
	3,148			Y(9/2/2016)	\$4,509.00		5/1/2017
Second Floor South - Parcel 11	33,789	\$16.17	12/31/2010				
	2,856			Y(10/9/2017)	\$29,381.20	\$0.00	1/9/2018
	18,625			Y(8/17/2017)	\$165,887.18	\$0.00	2/1/2018
Third Floor - Parcel 12	2,178	\$16.17	12/31/2010	N			
Third Floor - Parcel 13	3,892	\$16.17	12/31/2010	Y(9/29/2016)	\$411,510.00	\$0.00	12/31/2016
Third Floor - Parcel 14	19,340	\$16.17	12/31/2010	Y(9/9/2016)	\$233,170.00	\$0.00	11/30/2016

* Parcels are shown on maps attached hereto as Exhibit H-Addenda 1-4

**The individual square footage shown under a particular Parcel relates to the square footage under the respective Work Letter Agreement and is included in the total square feet of that Parcel.

Square Footage of the Premises	455,810
Multiplying by Per Square Foot Rental Amount	\$16.17
Rental (Stated as Annual Amount)	\$7,370,447.70

Components of Per Square Foot Rental Amount	Amount	Eligible for CPI Adjustment
Base Rental	\$3.20	Y
Construction/Improvements/Old UMC Projects	\$3.45	N
Construction/Improvements/Exhibit 1	\$1.43	N
Total Base Rental/Construction/Improvements	\$8.08	N/A
CAM	\$3.57	Y
Housekeeping	\$2.06	Y
Electricity	\$1.50	N
Water	\$0.10	N
Gas	\$0.10	N

Exhibit 1

Exhibit B
(Amendment 3)
Leased Parcel Summary Control Sheet
(JMDMF - UDMC Master Lease Agreement Based as of December 31, 2010)

General Maintenance	\$9,26	Y
Capital Improvement Fund	\$4,59	N
Per-Square Foot Rental Amount	\$16.17	N/A

Dated: 02/15/2018

JMDMF
 By: 
 Thomas Whelan, Executive Director

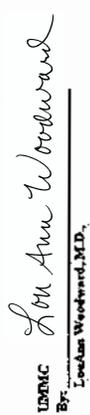
UDMC
 By: 
 Lou Ann Woodward, M.D.

Exhibit 1

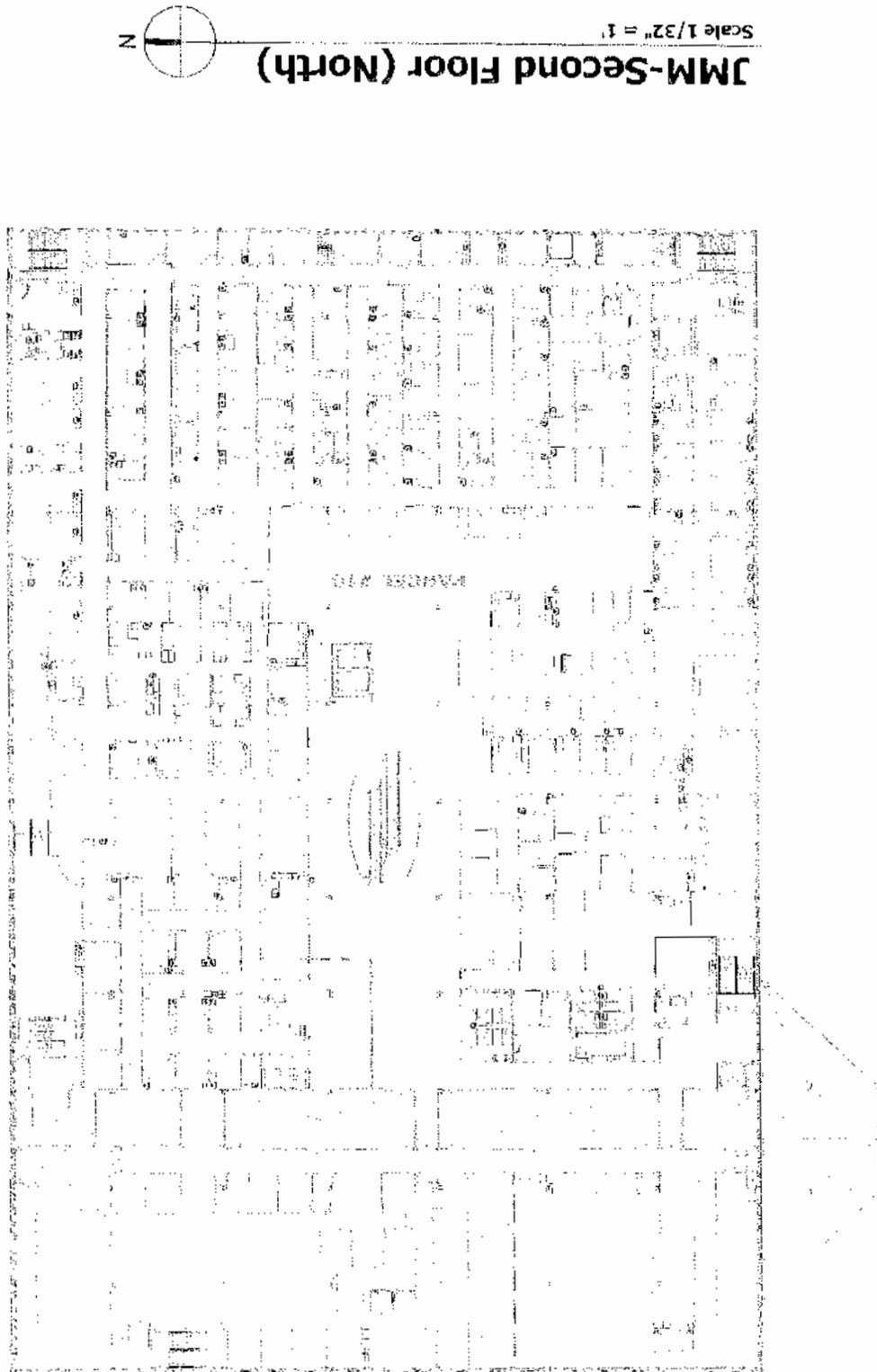


Exhibit H - Addendum 2

Exhibit 1

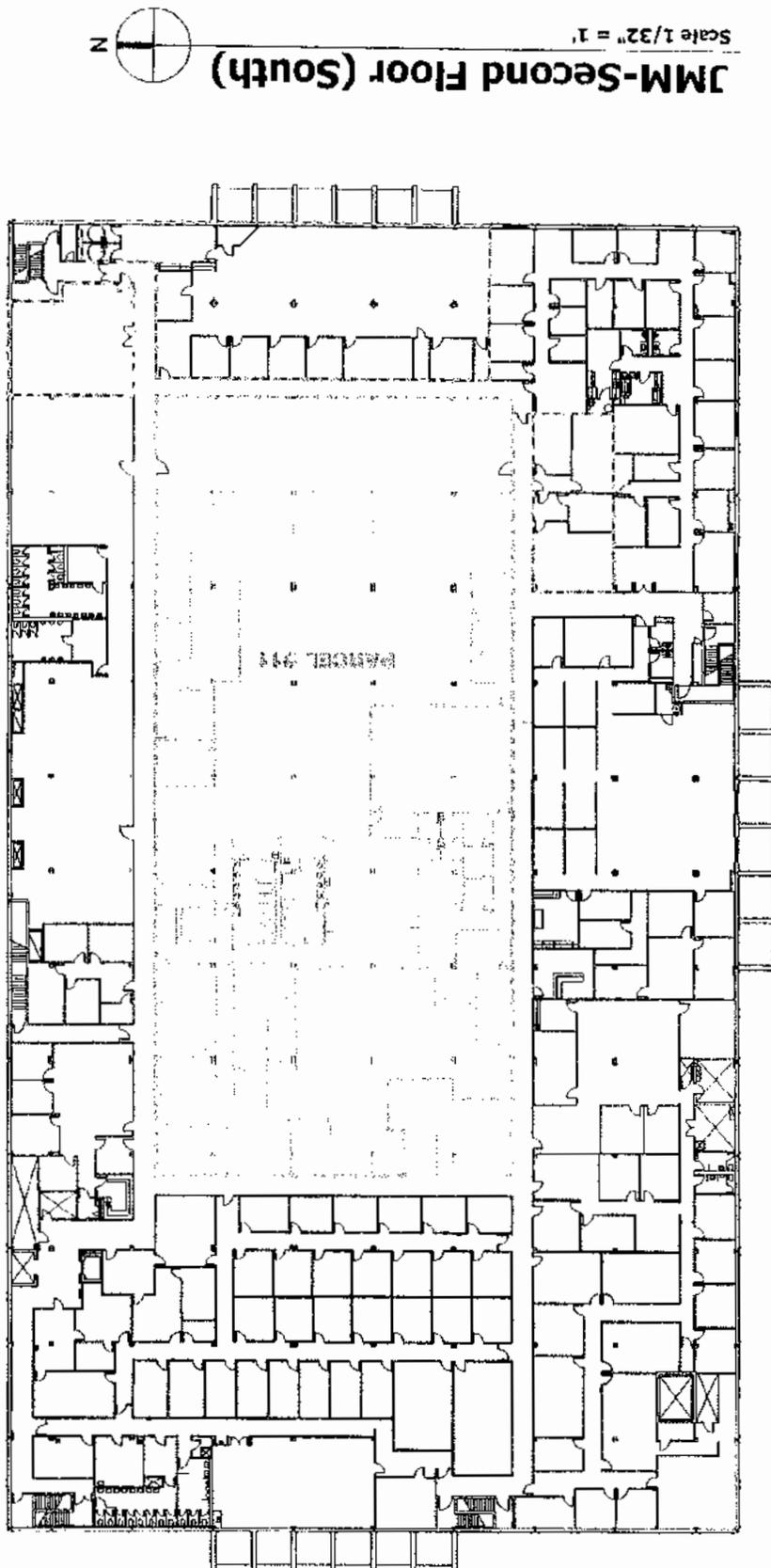


Exhibit H - Addendum 3

Exhibit 1



Scale 1/32" = 1'

JMM-Third Floor

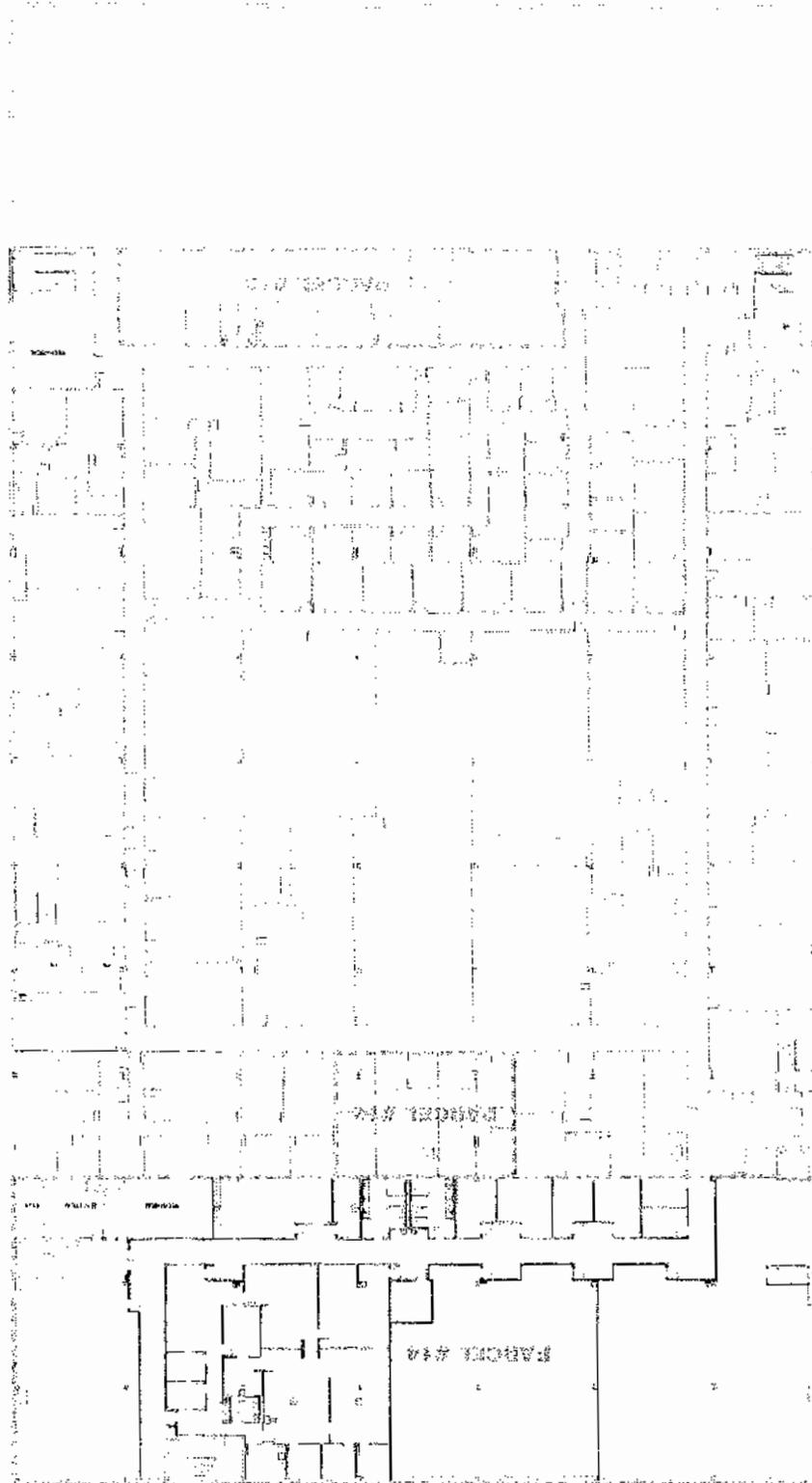


Exhibit 2

**PROJECT NUMBER 44141
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN
APPRISS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

This Software License and Maintenance Agreement (hereinafter referred to as "Agreement") is entered into by and between Appriss, Inc., a Delaware corporation having its principal place of business at 9901 Linn Station Road, Suite 500, Louisville, Kentucky 40223 (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"). ITS and Licensee are sometimes collectively referred to herein as "State."

WHEREAS, ITS issued a Notice of Intent to Certify Sole Source No. 4103 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, 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 "Analytics" means information and analysis services provided by Appriss via the Gateway Service or other designated transmission service based, in whole or in part, on the PMP Data or other information. For clarity, Analytics does not include the PMP Data itself.

1.2 "Authorized Users" means pharmacists or health care practitioners within Licensee's organization or health care entities that have a member or client relationship with Licensee, which is described in a valid agreement between such practitioners or entities and Licensee, and that, in accordance with the terms of this Agreement:

- a. Comply with applicable Requirements;
- b. Are validly licensed;
- c. Are validly authorized by the Licensee to access PMP Data in accordance with applicable law;
- d. Are authorized by their current patient, as applicable, to access or use PMP Data;
- e. Access or use PMP Data for health care decision-making related to such patient, in accordance with applicable law; and
- f. Properly authenticate to the applicable PMP, as required, when seeking to query one or more state's PMPs.

1.3 "Documentation" means the published user and technical manuals and documentation that Licensor makes generally available for the Software.



Exhibit 2

1.4 "**Enhancements**" means the fixes, updates, upgrades, or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

1.5 "**Gateway Service**" means the Gateway application programming interface (API), which is a data communication service that is owned by Appriss and, in conjunction with Third Party Material(s), facilitates the transmission of requests for, and retrieval of, controlled substance prescription related services and information, including, as applicable, PMP Data from participating PMPs and/or certain Analytics as specified in Exhibit C, for Authorized Users. The Gateway Service includes Third Party Material(s) that Appriss utilizes in connection with providing the Gateway Service.

1.6 "**Licensee**" means the University of Mississippi Medical Center, its employees, and any third party consultants or Outsourcers engaged by Licensee who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.7 "**Licensor**" means Appriss, Inc. and its successors and assigns.

1.8 "**NABP**" means the National Association of Boards of Pharmacy.

1.9 "**NarxCare**" means: (i) the web-based substance use disorder management software product consisting of advanced risk Analytics, data, and related resources that is expressly marketed and sold by Appriss under the NarxCare brand (including any applicable fixes, updates, or upgrades) as specifically identified in Exhibit C (collectively, the "NarxCare Software"); (ii) any materials generated or provided through use of the NarxCare Software relating to prescription medication history or monitoring, substance use disorder clinical decision support and patient support, or other PDMP Data (including, without limitation, the NARx Score and NARx Report); and (iii) any Documentation that Appriss makes generally available for the NarxCare Software (the "Documentation").

1.10 "**Products**" means the Software, Documentation, Enhancements, and any copy of the Software, Documentation, or Enhancements.

1.11 "**Service Information**" means data that is input, transmitted, or output via the Gateway Service, including but not limited to user data, search criteria, PMP Data, and Analytics reports, and any other PMP and substance use disorder related data provided by Appriss.

1.12 "**Software**" means the machine-readable object code version of the computer programs described in and specifically identified in the attached Exhibit A, whether embedded on disc, tape, or other media.

1.13 "**Third-Party Material(s)**" means any information, services, software, or goods provided, manufactured or created by a party other than Appriss and that Appriss licenses or utilizes with permission.

Exhibit 2

ARTICLE 2 TERM OF AGREEMENT

2.1 The effective date of this Agreement shall be the date it is signed by all parties and, provided that Licensee has paid all applicable fees, its term is perpetual, unless terminated as prescribed elsewhere in this Agreement. The Products must be delivered, installed, accepted by Licensee, and all training and other tasks required under this Agreement, with the exception of warranty service or software maintenance, completed on or before September 15, 2018, unless a change in this date is mutually agreed to in writing by the Licensee and the Licensor. Software, as used herein, also includes future updates/revisions and new releases of the Software that Licensor may provide to Licensee under this Agreement.

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

ARTICLE 3 SCOPE OF LICENSE

Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Products for Licensee's business operations subject to the terms of this Agreement. Licensee may license additional Software Products by executing a written amendment to this Agreement and paying an additional license fee.

ARTICLE 4 DELIVERY, RISK OF LOSS, AND ACCEPTANCE

4.1 Licensor shall deliver the Software and Documentation to the location specified by Licensee and pursuant to the delivery schedule mutually agreed to by the parties.

4.2 Licensor shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout Licensor's possession thereof.

4.3 Licensee shall have thirty (30) calendar days after receipt of the Software by Licensor to evaluate and test the Software to confirm that it performs without any defects and in accordance with Licensor's user Documentation. Licensee shall immediately thereafter notify Licensor in writing of any defects in the Software, which must be corrected prior to payment being made. Thereafter, Licensor shall have ten (10) working days in which to either repair or replace the defective Software, all at Licensor's expense. In the event Licensor is unable to repair or replace the Software, Licensee may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 5 CONSIDERATION AND METHOD OF PAYMENT

The cost of the Software and services to be provided by Licensor is specified in the attached Exhibit A, which is incorporated herein by reference. In no event will the total compensation to be paid hereunder exceed the specified sum of \$532,500.00, unless prior written authorization from ITS has been obtained. Upon acceptance of the Software by Licensee, Licensor shall invoice Licensee for the Software, and the services will be invoiced as they are rendered. Licensor shall submit invoices and supporting documentation to Licensee electronically at any time during the term of this Agreement using the processes and procedures identified by the State. Licensee shall make payment hereunder in accordance with Mississippi law on "Timely Payment 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 Licensee within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that Licensee 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

Exhibit 2

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 for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

ARTICLE 6 OWNERSHIP, USE, AND RESTRICTIONS ON USE

6.1 Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee acknowledges that it has no right to or interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification notices affixed to the Software Products or their packaging.

6.2 Licensee is granted the right to make sufficient copies of the Products to support its use and for archival and disaster recovery purposes. Licensee shall include Licensor's confidentiality and proprietary rights notices on any copies made of the Products.

6.3 Licensee acknowledges that the Software Products are trade secrets and confidential information of Licensor. Neither the Software Products nor any physical media containing the Software may be used, copied, disclosed, broadcast, sold, re-licensed, distributed, or otherwise published by Licensee except as expressly permitted by this Agreement. Licensee shall use reasonable efforts to maintain the confidential nature of the Software Products.

6.4 Licensee is granted the right to customize the Software for its use. Licensee may not resell or sub-license the original Software or the customized version.

6.5 Licensee shall only use the Service Information to assist an Authorized Entity or Authorized User in his or her professional health care decision-making with respect to a specific patient encounter; provided, however, that Licensee agrees and acknowledges that under no circumstance shall the Service Information replace an Authorized Entity's or Authorized User's professional judgment.

ARTICLE 7 WARRANTIES

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

7.2 Licensor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and Software maintenance, 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 Licensor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Licensee, or if the Licensor is unable to perform the services as warranted, the Licensor shall reimburse the Licensee the fees paid to the Licensor for the unsatisfactory services.

7.3 Licensor represents and warrants that neither the Software nor Enhancements shall contain disabling code or a 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 Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee's business. For

Exhibit 2

any breach of this warranty, Licensor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code or a lockup program or device.

7.4 In addition, Licensor represents and warrants that neither the Software nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licensor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus and shall be responsible for repairing, at Licensor's expense, any and all damage done by the virus to Licensee's site.

7.5 Licensor represents and warrants that the Software will operate free from defects for a period of three (3) years after acceptance and will provide Licensee complete functionality necessary for the operation of the system. Licensor's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licensor. In the event Licensor is unable to repair or replace the Software within ten (10) working days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part. Licensee's rights hereunder are in addition to any other rights Licensee may have.

7.6 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.

7.7 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, maintenance and/or 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.

Exhibit 2

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

7.9 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.

ARTICLE 8 INFRINGEMENT INDEMNIFICATION

Licensor represents and warrants that neither the Products and their elements nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Licensee shall notify Licensor promptly of any infringement claim of which it has knowledge and shall cooperate with Licensor in the defense of such claim by supplying information, all at Licensor's expense. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, settlements, damages, and judgment finally awarded against Licensee. If the continued use of the Products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products, or components thereof, with non-infringing Products so it becomes non-infringing, or upon failing to secure either such right; (c) refund the license fees previously paid by Licensee for the Products Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use. The parties understand and agree that the Licensee, as a State of Mississippi governmental entity, is prohibited by law to agree to indemnify Licensor or any third party beneficiary per Miss. Const. Article 4, section 100 as well as per Mississippi Attorney General Opinion, 2006 WL 1900660 (Miss. A.G.). Licensee shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties to the degree and within the parameters required under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq.

Exhibit 2

ARTICLE 9 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 10 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

10.1 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.

10.2 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.

10.3 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.

10.4 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, 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, 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, materialman, laborer, or the like.

10.5 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 11 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the 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. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient through the failure of the federal government to provide funds, the State of Mississippi to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the Licensee, the Licensee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to the Licensee of any kind whatsoever.



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The effective date of termination shall be as specified in the notice of termination. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination.

ARTICLE 12 TERMINATION

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) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties if Licensor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties in the event Licensee determines it is in the best interest of the State of Mississippi to terminate this Agreement; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Licensee will be entitled to a refund of applicable unexpended prorated annual Software maintenance fees/charges, if any. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 13 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 Licensee 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 Licensee may have that cannot be waived or limited by contract.

ARTICLE 14 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 15 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 16 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.

Exhibit 2

ARTICLE 17 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect, and exonerate Licensee, 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, reasonable 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 negligent performance of or failure to perform this Agreement.

ARTICLE 18 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 the 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 19 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 20 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. Licensee's address for notice is: Ms. Blakeney E. Bray, IT Contracts Director, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Licensor's address for notice is: General Counsel, Appriss, Inc., 9901 Linn Station Road, Suite 500, Louisville, Kentucky 40223 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 21 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

Exhibit 2

(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 22 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 23 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 Mississippi Department of Information Technology Services or his/her designee. Licensor agrees to continue to provide such service, maintenance, and updates as Licensee may contract for and pay for pending the resolution of any dispute hereunder. The decision of the Executive Director 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. Nothing in this Article shall abridge the right of either party to seek such other rights and remedies it may have at law or in equity.

ARTICLE 24 COMPLIANCE WITH LAWS

24.1 The parties shall comply with, and all activities under this Agreement shall be subject to, all Licensee 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, 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.

24.2 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, Licensor and Licensee shall, contemporaneous with the signing of this Agreement, enter into a Business Associate Agreement (attached hereto as Exhibit B) governing the preservation and safeguarding of protected health information as required by 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 25 CONFLICT OF INTEREST

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

ARTICLE 26 SOVEREIGN IMMUNITY

Exhibit 2

By entering into this Agreement with Licensor, the Licensee in no way waives its sovereign immunities or defenses as provided by law.

ARTICLE 27 CONFIDENTIAL INFORMATION

27.1 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. 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 subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Licensor shall promptly inform Licensee 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 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.

27.2 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.

27.3 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 28 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 Licensee or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 29 ENTIRE AGREEMENT

29.1 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 any "shrink-wrap" version of the Software Product or any "click-wrap" or "browse-wrap" license presented in connection with a license via the Internet.

29.2 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;

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 Licensor. The documents are complementary,

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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 ("B. Any exhibits").

ARTICLE 30 SURVIVAL

Articles 7, 8, 13, 17, 21, 26, 27, 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 31 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor 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, including violation of federal or state anti-trust statutes, commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, and 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, including violation of federal or state anti-trust statutes, 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 (federal, state, or local) transactions terminated for cause or default.

ARTICLE 32 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 33 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 Licensor understands and agrees that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Licensee'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 34 SOFTWARE MAINTENANCE

Exhibit 2

34.1 Prior to expiration of the warranty period, Licensor shall notify Licensee in writing of the impending warranty expiration, and Licensee shall in turn notify Licensor of its decision to either obtain Software maintenance or to forgo Software maintenance. Upon notification of intent to obtain Software maintenance, Licensor shall provide Licensee, for the annual fee specified in the attached Exhibit A, the Software maintenance services as herein described.

34.2 Licensor shall provide the following Software maintenance services: As part of the Software maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals. Licensor shall make available to Licensee during each annual maintenance period at least one (1) update to the Software Products that will incorporate any new features or enhancements to the licensed Products. Licensor shall also provide direct modem support and unlimited toll-free telephone support in the operation of the Software Products twenty-four (24) hours a day, seven (7) days a week, with a guaranteed one (1) hour response time. Priority placement in the support queue shall be given to all system locking situations or problems claimed by Licensee to be mission critical processes. Finally, Licensor shall provide on-site support in the operation of the Software Products if reasonably convenient or necessary in the opinion of the Licensor.

34.3 Sixty (60) days prior to the expiration of the initial Software maintenance period or any renewal term thereof, Licensor shall notify Licensee in writing of the impending expiration, and Licensee shall have thirty (30) days in which to notify Licensor of its intentions to either renew or cancel any further Software maintenance.

ARTICLE 35 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.

ARTICLE 37 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.

Exhibit 2

ARTICLE 38 LIMITATION OF LIABILITY

Unless jointly agreed otherwise in writing, Licensor's liability shall not exceed the total amount paid or payable by Licensee to Licensor under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will Licensor be liable to Licensee for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Licensor was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Licensor. The language contained herein tending to limit the liability of the Licensor will apply to Licensee to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Licensor is precluded from relying on any contractual damages limitation language within this Agreement where the Licensor acts fraudulently or in bad faith.



Exhibit 2

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**

Appriss, Inc.

By: _____
Authorized Signature

By: *[Signature]*
Authorized Signature

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

Printed Name: Robert Cohen

Title: **Executive Director**

Title: President, Appriss Health

Date: _____

Date: 1-22-19

University of Mississippi Medical Center

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Exhibit 2

EXHIBIT A

Product	Unit Fee	Licensed Units	Annual License Fee
PMP Gateway	\$50.00/prescriber/year	1,000	\$50,000.00
NarxCare	\$125.00/prescriber/year	1,000	\$125,000.00
Total Annual License Fee:			\$175,000.00
Implementation:			\$7,500.00
Total Three Year Cost:			\$532,500.00

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EXHIBIT B **BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (hereinafter, the "Agreement") is made and entered into as of the day of ____, 20__, by and between Appriss, Inc. ("Business Associate") located at 10401 Linn Station Road, Suite 200, Louisville, Kentucky 40223 and the University of Mississippi Medical Center with its primary campus located at 2500 North State Street, Jackson, MS 39216 and satellite locations located throughout the State ("Covered Entity") (or, alternately, "UMMC").

WITNESSETH:

WHEREAS, Covered Entity and Business Associate have entered into one or more arrangements (the "Underlying Arrangement"), pursuant to which Business Associate will perform services, activities or functions for, or on behalf of, Covered Entity which may require access to, or the use or disclosure of, Protected Health Information; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Agreement in order to comply with the national standards for the privacy and security of Protected Health Information adopted by the Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the respective regulations promulgated thereto, including without limitation, the privacy standards set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the security standards set forth at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), and the breach notification rule set forth at 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule"), as amended by the Final HIPAA Omnibus regulations published by DHHS on January 25, 2013 (collectively referred to herein as, the "HIPAA Regulations").

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. **Definitions.** For purposes of this Agreement, terms used but not otherwise defined in this Agreement shall have the meaning ascribed to those terms by the HIPAA Regulations. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate for, or on behalf of, Covered Entity. As used in this Agreement, Protected Health Information shall also include Electronic Protected Health Information.

2. **Permitted Uses and Disclosures.** Business Associate may Use and Disclose Protected Health Information solely to perform its duties, obligations and services under the Underlying Arrangement and in accordance with the terms of this Agreement. Business Associate may Use and Disclose Protected Health Information as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate (collectively, "Business Associate's Operations"). Business Associate may Disclose Protected Health Information as necessary for Business Associate's Operations only if: (a)

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Exhibit 2

the Disclosure is required by law; or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached. Except as otherwise limited by this Agreement, and to the extent necessary to provide services under the Underlying Arrangement, Business Associate may Use and Disclose Protected Health Information to provide Data Aggregation services relating to the health care operations of Covered Entity. For purposes of this Agreement, "Data Aggregation" shall have the meaning given such term in 45 C.F.R. § 164.501.

3. De-identification. Business Associate shall not de-identify Protected Health Information except with the express written consent of, and for the benefit of, Covered Entity in its sole discretion. If such consent is given, Business Associate shall comply with the requirements of 45 C.F.R. § 164.514(b) relating to the de-identification of Protected Health Information. Any data created from de-identifying Protected Health Information by or on behalf of Business Associate, whether or not created in accordance with the terms of this Agreement, shall be and remain exclusively the property of Covered Entity, and Business Associate assigns to Covered Entity all of Business Associate's right, title, and interest in and to any such data, if any, and Business Associate shall neither use any such data for any purpose other than to provide the services under the Underlying Arrangement nor disclose such data to any third party except with the prior written consent of Covered Entity or as otherwise required by applicable law.

4. Duties of Business Associate. Business Associate agrees to comply in all material respects with the HIPAA Regulations when Using or Disclosing Protected Health Information, including:

a. Business Associate will not Use or Disclose Protected Health Information received from Covered Entity in any way other than as permitted or required by this Agreement or as required by law.

b. Business Associate will exercise appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as necessary for Business Associate to perform its obligations pursuant to the Underlying Arrangement.

c. Business Associate will promptly report to Covered Entity any Use or Disclosure of Protected Health Information which is not permitted or required by this Agreement or in violation of the HIPAA Regulations and mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any unauthorized Use or Disclosure.

d. Business Associate will ensure that any Subcontractor or agent to whom Business Associate Discloses Protected Health Information agrees, in a writing that complies with the requirements of 45 C.F.R. § 164.504(e)(2) through (e)(4), to be bound by the same restrictions, conditions and duties that apply to Business Associate with respect to such information. Business Associate shall also ensure that any Subcontractor or agent that creates, receives, maintains or transmits Electronic Protected Health Information on behalf of Business Associate agrees to comply with the applicable requirements of the Security Rule with respect to such information. Business Associate will identify all such Subcontractors and agents to the Covered Entity, upon request.

Exhibit 2

e. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate shall provide access to such information at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual (or Individual's designee), in accordance with the requirements of 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within five (5) business days of any request for access by an Individual. Covered Entity shall determine whether to grant or deny any access requested by the Individual.

f. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate shall make any amendments to such Protected Health Information that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, within fifteen (15) days of such request. Business Associate shall have a process in place for appending such requests to the Designated Record Set, as requested by Covered Entity. Business Associate shall notify Covered Entity within five (5) business days of any request for amendment by an Individual. Covered Entity shall determine whether to grant or deny any amendment requested by the Individual.

g. Business Associate will make its internal policies and procedures, and its books and records relating to Uses and Disclosures of Protected Health Information received from Covered Entity or created or received by the Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of DHHS (or its designee) for purposes of determining Business Associate's and Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of a request by or on behalf of any federal, state or local government authority served upon Business Associate for Protected Health Information or information relating to this Agreement. Notwithstanding the foregoing, no attorney-client or other privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this provision.

h. Business Associate agrees to document and make available to Covered Entity or, at the request of Covered Entity, to the Individual, and within such time and manner reasonably requested by Covered Entity, such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act, and any regulations promulgated thereto. Business Associate shall notify Covered Entity within five (5) business days of any request for an accounting of disclosures by an Individual. This Section shall survive termination of the Agreement.

i. Business Associate will comply with the applicable provisions of the Security Rule, including, but not limited to, implementing Administrative Safeguards, Physical Safeguards, and Technical Safeguards (the "Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity. To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure Electronic Protected Health Information will render such information unusable, unreadable and indecipherable to individuals not authorized to acquire or access such information in accordance with DHHS Guidance published at 74 Federal Register 19006 (April 17, 2009) or such later regulations or guidance promulgated by DHHS or issued by

Exhibit 2

the National Institute for Standards and Technology (NIST) concerning the protection of identifiable data.

j. Business Associate will request, Use or Disclose only the minimum amount of Protected Health Information necessary to serve the intended purposes of this Agreement, in accordance with the minimum necessary standards at 45 C.F.R. § 164.502(b).

k. Business Associate will not export Protected Health Information, nor permit its Subcontractors or agents to export Protected Health Information beyond the borders of the United States of America, without the prior written consent of Covered Entity.

l. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of Security Incidents. Business Associate shall report promptly to Covered Entity any successful Security Incident within five (5) business days of Business Associate becoming aware of such Security Incident; provided, however, that with respect to any unsuccessful attempt at unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system, such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denial of service attacks and any combination of the above, Business Associate shall make such report available to Covered Entity upon request. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any successful Security Incident.

m. To the extent Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate will comply with the same Privacy Rule requirements that apply to Covered Entity in the performance of such obligation.

n. Business Associate shall not Use or Disclose Protected Health Information for purposes of marketing or fundraising, or receive remuneration, directly or indirectly, in exchange for Protected Health Information.

o. Business Associate shall notify Covered Entity of any breach of computerized sensitive personal information to assure Covered Entity's compliance with the security breach notification requirements of Title 75, Chapter 24, Section 29, Mississippi Code, as amended from time to time.

5. Duties of Covered Entity. Covered Entity agrees to:

a. Notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation(s) may affect Business Associate's Use or Disclosure of Protected Health Information;

b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent such changes affect Business Associate's Use or Disclosure of Protected Health Information;

Exhibit 2

c. Notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with the HIPAA Regulations; and

d. Not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity, unless such Use or Disclosure is included in the Services to be performed pursuant to this Agreement and is for Data Aggregation or Business Associate's Operations as specified herein.

6. **Breach of Unsecured Protected Health Information.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any unauthorized use or disclosure or Breach of Unsecured Protected Health Information. Upon an actual or suspected Breach of any Unsecured Protected Health Information, Business Associate shall notify Covered Entity without unreasonable delay and in no case later than five (5) business days of Business Associate discovering such Breach, or of when Business Associate should have discovered such Breach by exercising reasonable diligence. Such notice shall include identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, Breached, and such other information as Covered Entity may require in order to meet its obligations under 45 C.F.R. § 164.404, including, without limitation, (i) a description of the Breach, including the date of the Breach and its discovery; (ii) the types of information involved in the Breach; (iii) to extent known, the identity of the individual(s) who caused the Breach and the recipient(s) of the data; (iv) a description of Business Associate's investigation efforts; and (v) a description of Business Associate's mitigation and prevention efforts. Business Associate agrees to cooperate with Covered Entity in investigating any potential Breach and in complying with its reporting obligations under the Breach Notification Rule, and Business Associate shall have a continuing duty to inform Covered Entity of new Information learned by Business Associate regarding a Breach. Business Associate agrees to reimburse Covered Entity for all reasonable costs incurred by Covered Entity in connection with a Breach, including without limitation, the cost of preparing and distributing notifications to affected Individuals and, as applicable, to DHHS and the media; the cost of providing affected Individuals with credit monitoring services for a specified period not to exceed twenty-four (24) months, or longer if required by law, to the extent the Breach could lead to a compromise of the data subject's credit or credit standing; call center support for such affected Individuals for a specific period not to exceed thirty (30) days from the date notice is sent to affected Individuals; and the costs of any other measures required under applicable law. This Section shall survive expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains Protected Health Information.

7. **Term; Termination.** This Agreement shall be in effect for the entire length of the Underlying Arrangement, unless earlier terminated as provided below.

a. Covered Entity may terminate this Agreement and the Underlying Arrangement upon written notice to Business Associate of a material breach of the Agreement or violation of the HIPAA Regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible or there has been a breach of Protected Health Information.

b. Upon termination or expiration of this Agreement, Business Associate shall return to Covered Entity or destroy, upon Covered Entity's written consent, all Protected Health Information received from or on behalf of Covered Entity or created for or on behalf

Exhibit 2

of Covered Entity that Business Associate maintains in any form and all copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. All rights, duties and obligations established in this Agreement shall survive termination of the Underlying Arrangement. The effective date of termination of this Agreement shall be when all of the Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity is destroyed or returned to Covered Entity. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Change of Law. In the event any state or federal laws or regulations now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to a party hereto in such a manner as to indicate that any provision of this Agreement may be in violation of such laws or regulations, the parties shall negotiate in good faith any amendments to this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying rights, duties and obligations established in this Agreement.

9. Injunction. The parties acknowledge and agree that irreparable harm may result to Covered Entity in the event of a breach of this Agreement or violation of the HIPAA Regulations by Business Associate, and Business Associate hereby agrees that Covered Entity shall be entitled to seek an injunction to enjoin and restrain Business Associate from any continued breach or violation. Such right shall be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

10. Indemnification; Insurance. Business Associate will indemnify and hold Covered Entity and its officers, directors, employees, agents, affiliates, successors and assigns harmless from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorney's fees) based upon or arising out of: (1) Business Associate's breach of this Agreement or violation of the HIPAA Regulations; or (ii) any third-party claim based upon any breach of this Agreement or violation of the HIPAA Regulations by Business Associate. Upon Covered Entity's written request, Business Associate shall obtain and maintain, throughout the term of this Agreement, liability insurance coverage for reasonable costs and expenses associated with a data breach or privacy or security violation, with policy limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Promptly following Covered Entity's written request, Business Associate shall deliver to Covered Entity a certificate evidencing Business Associate's maintenance of such insurance. This Section shall survive termination or expiration of this Agreement, and Business Associate's indemnity obligation hereunder is without regard to any limitation or exclusion of damages or liability provision otherwise set forth in the Agreement or in any other agreement.



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11. Audit and Inspection. Within ten (10) business days of a written request by Covered Entity, Business Associate shall allow Covered Entity (or its agents) to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures governing the privacy and security of Protected Health Information; provided, however, that (i) the parties shall mutually agree in advance upon the reasonable scope, timing and location of such inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) upon request of Business Associate, Covered Entity agrees to execute a nondisclosure agreement prior to such inspection, upon terms mutually agreed upon by the parties. Business Associate shall notify Covered Entity promptly within five (5) business days of learning that Business Associate has become the subject of an audit or compliance review or investigation by DHHS or other state or federal government authority with respect to Business Associate's compliance with the HIPAA Regulations.

12. General Provisions.

a. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been delivered when given in the manner set forth below to the following addresses or fax numbers:

If to Business Associate:

Appriss, Inc.
10401 Linn Station Road, Suite 200
Louisville, Kentucky 40223
ATTN: General Counsel

If to Covered Entity:

University of Mississippi Medical Center
Office of Integrity and Compliance
2500 North State Street
Jackson, MS 39216
ATTN: Privacy Officer Fax: (601) 815-3946
CC: Office of General Counsel

Counsel to a party may give notice on behalf of a party. Such communications shall be deemed to have been given (a) three days after mailing, when mailed by registered or certified postage-paid mail, (b) on the next business day, when delivered by a same-day or overnight national courier service or the U.S. Post Office Express Mail or (c) upon the date of receipt by the addressees when delivered personally or by fax. A party must receive a notice of change of address for it to be effective.

b. Entire Agreement; Amendment. This writing constitutes the entire and only agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements concerning the obligations regarding the Use and Disclosure of Protected Health Information; provided, however, if any written agreement between the parties imposes obligations and restrictions on Business Associate regarding

Exhibit 2

Protected Health Information over and above those imposed by this agreement, those obligations and restrictions are not superseded hereby and shall survive. This Agreement may be amended, modified, superseded, canceled, renewed or extended only by a written instrument executed by the parties herein.

c. **Waiver.** The failure by any party at any time to require performance or compliance by another of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by any party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the party against which such waiver is sought to be enforced.

d. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and permitted assigns.

e. **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party to this Agreement.

f. **Captions: Language.** The section headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of such sections. In this Agreement, unless the context requires otherwise, the singular includes the plural, the plural the singular, and the word "or" is used in the inclusive sense.

g. **No Third-Party Beneficiaries.** Except as otherwise provided herein, no third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

h. **Relationship of the Parties.** Nothing contained herein is intended to create, nor shall this Agreement be construed as creating, a relationship of employer-employee, principal-agent, partnership or any relationship between the parties other than that of an independent contractor.

i. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed to evidence one and the same agreement.

j. **Applicable Law.** This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of Mississippi. In the event of any action or proceeding arising under this Agreement, the parties consent and agree that the forum for such action shall be in a court of competent jurisdiction located in Hinds County, Mississippi.

Exhibit 2

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Business Associate:

Appriss, Inc.

Covered Entity:

University of Mississippi Medical Center

By:

Robert Cohen

By:

Stacy Baldwin

Title:

President Appriss Health

Title: Executive Director

Office of Integrity & Compliance

pic

Exhibit 3

**PROJECT NUMBER 44730
AMENDMENT # 1 TO
MASTER SERVICES AGREEMENT
BETWEEN
HEALTHSTREAM, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
(ORIGINAL PROJECT NUMBER 39855)**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Master Services Agreement executed on February 8, 2017 (hereinafter referred to as "Master Agreement"), between HealthStream, Inc., a Tennessee corporation having its principal place of business at 209 10th Avenue South, Suite 450, Nashville, Tennessee 37203 (hereinafter referred to as "HealthStream"), 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 "Customer" and/or "UMMC"). ITS and UMMC are sometimes collectively referred to herein as "State."

WHEREAS, Healthstream has changed the names of two of its Services, particularly "HeartCode ACLS Online Portion" (formerly HeartCode ACLS Part 1 (Cognitive)) and "HeartCode BLS Online Portion" (formerly HeartCode BLS Part 1 (Cognitive)) and desires to have those two name changes reflected in the Agreement.

NOW THEREFORE, ITS, UMMC, and HealthStream, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Master Agreement:

- 1) Article 4.1, "Invoicing & Payment; Suspension of Service" shall be and hereby is amended so as to add the following: "As a result of this Amendment Number 1, HealthStream agrees to provide additional services listed in Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. In addition to the obligations set forth in the Master Agreement, UMMC shall pay HealthStream according to the costs specified in Exhibit A-1, not to exceed \$144,524.00."
- 2) Exhibit A in the Agreement shall be and hereby is augmented by the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. All references in the Agreement to "Exhibit A" shall be and hereby are revised to be "Exhibit A and Exhibit A-1."

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Exhibit 3

All other terms and conditions of the Master Agreement executed on February 8, 2017, shall remain unchanged and in full force and effect.

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

HealthStream, Inc.

By: _____
Authorized Signature

By: Deborah B. Shapin
Authorized Signature

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

Printed Name: Deborah B. Shapin

Title: Executive Director

Title: Senior Counsel

Date: _____

Date: 12/28/2018

University of Mississippi Medical Center

By: _____
Authorized Signature

Printed Name: LouAnn Woodward, M.D.

Title: Vice Chancellor for Health Affairs

Date: _____

Exhibit 3

EXHIBIT A-1

Unless set forth in the Order Details above, the Term and invoicing under this Order Form of each

Billing Frequency: Annually				
Product	Quantity	Term (Months)	Unit Price	Annual Price
HeartCode ACLS Online Portion (formerly HeartCode ACLS Part 1 (Cognitive))	900	24	\$90.00	\$81,000.00
HeartCode BLS Online Portion (formerly HeartCode BLS Part 1 (Cognitive))	2,800	24	\$18.77	\$52,556.00
HeartCode ACLS Hands-On Skills Session (Manikin Activity)	1200	24	\$9.14	\$10,968.00
Subtotal:				\$144,524.00

Product commences on the earlier of Activation (as defined herein) or the six (6) month anniversary of the later of the signatures below. "Activation" shall mean that a product is first made available by HealthStream for use by Customer or its Users. For existing HealthStream platform customers, invoicing will begin during the next billing cycle after the later of the two signatures below.

Product Specific Terms

Product Specific Terms – HeartCode® BLS, ACLS, and PALS

HeartCode® is an integrated system solution that can consist of any combination of the following three (3) components for card completion:

Cognitive component (Online Portion) - allows Users to work through the online training curriculum at their own pace.

Skills Practice and testing component (Hands-on Session) - Skills Check component of the HeartCode Course, completed on the adult and infant Voice-Assisted manikins attached to a computer.

Card processing component - An AHA Course Completion Card will be processed by the Laerdal National AHA Training Center and mailed to the training facility for distribution to those Users who have successfully completed the Online Portion and Hands-On Session components.

BLS Course

Online Portion includes:

Variety of eLearning assets such as dramatizations, eSimulations, animations, self-directed learning, and interactive activities to teach students BLS knowledge and skills.

Skills Portion includes:

Skills Check component of the HeartCode BLS for Healthcare Provider Course completed on adult and infant Voice-Assisted manikins attached to the computer. This component covers: adult/child compressions, adult/child ventilations, infant compressions, infant ventilations, adult/child 1 rescuer CPR, and infant one rescuer CPR skills review and testing.

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Exhibit 3

ACLS Course

Online Portion includes:

Variety of eSimulation technology; scenario based, interactive learning and testing. This component covers core Course materials: ACLS Core Cases Lessons, Algorithms and Simulations, Rhythm Recognition Lessons, Medications Lessons and the ACLS Written Exam.

Skills Portion includes:

Skills Check component of the HeartCode ACLS Course completed on adult Voice-Assisted manikins attached to the computer. This component covers: adult compressions, adult ventilations, adult 1-rescuer CPR skills review and testing.

PALS Course

Online Portion includes:

Micro-simulation technology, scenario-based interactive learning and testing. This component covers core Course materials: PALS Core Cases Lessons, Algorithms and Simulations, Rhythm Recognition lessons, Medications Lessons and the PALS Written Exam.

Skills Portion includes:

Skills Check component of the HeartCode PALS Course completed on adult/child and infant Voice-Assisted manikins connected to the computer. This component covers: child compressions, child ventilations, child 1-rescuer CPR, infant compressions, infant ventilations, infant 1-rescuer CPR skills review and testing.

The HeartCode Features and Services offering:

HeartCode BLS, ACLS, and PALS Services include the following features and services through the HealthStream Learning Center™:

- Technical Support
- Training provided via online Internet training or instructor-led training. Class schedules and fees are available upon request.
- Telephone assistance is provided, as necessary, to assist in the HeartCode BLS, ACLS and PALS Manikin/Hands-on Session software installation process

HeartCode BLS/ACLS/PALS Technical Requirements

HeartCode BLS / ACLS / PALS Online Portion – Flash: Flash player version: 16+
Device/Desktop OS Browsers*

PC	Win10	IE11, Chrome, Firefox, Edge
PC	Win8.1	IE11, Chrome, Firefox
PC	Win8	IE10, Chrome, Firefox
PC	Win7	IE9, IE10, IE11, Chrome, Firefox

A stable internet connection is required for HeartCode BLS/ACLS/PALS online portion to function properly.

HeartCode BLS Online Portion - HTML 5 version:

Tablet with:

- Minimum screen size 7 inches
- Minimum resolution 1024x768
- Minimum 1GB ram
- Minimum 1.4 GHz dual core processor

Device/Desktop OS Browsers* iPad iOS 8.3+ Safari Mac computer OS X

M/S

Exhibit 3

10.9+ Safari Android tablet (7") 4.4.2+ Chrome

HeartCode BLS/ACLS/PALS Hands-on Session:

Minimum Flash player version: Flash 16+ Recommended Flash player version: Latest Manikins:

- Non-QCPR (previous version) Resusci Anne adult (BLS/ACLS/PALS)
- Non-QCPR (previous version) Resusci Anne infant (BLS only, is tested to work on HC PALS but not officially supported or recommended)
- Resusci Anne QCPR, Resusci Anne QCPR AED, Resusci Baby QCPR Connection cables: USB to USB, Serial to USB (Non-QCPR adult manikin – previous version).

Device/Desktop OS Browsers PCWin10 IE11

PC Win8.1 IE11

PC Win7 IE9, IE10, IE11

HeartCode is normally run on IE 32-bit mode. IE 64-bit is not supported.

AHA Card processing deliverables from Customer for HeartCode BLS, ACLS or PALS:

HealthStream requires one address for each facility to which cards for their Users are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the User works or to a central location, if the Customer has multiple facilities.

System and component pricing policies for HeartCode*:

The HeartCode BLS solution is sold as a complete solution license (which includes the cognitive Courseware, manikin skills test, AHA card processing). Alternatively, the

HeartCode BLS The HeartCode BLS solution is sold as a complete solution license (which includes the cognitive Courseware, manikin skills test, AHA card processing). Alternatively, the individual components may also be purchased separately. To receive a credit for providing the skills portion via an instructor, the instructor-led signoff must be recorded via the Part 2 Course within the HLC. This credit can only be used to purchase additional HeartCode BLS licenses.

- Additional manikin sets are available for purchase.

HeartCode ACLS The HeartCode ACLS solution is sold as a complete solution license (which includes the cognitive Courseware, manikin skills test, AHA card processing). Alternatively, the individual components may be purchased separately. To receive a credit for providing the skills portion via an instructor, the instructor-led signoff must be recorded via the Part 2 Course within the HLC. This credit can only be used to purchase additional HeartCode ACLS licenses.

- Additional manikins are available for purchase.

HeartCode PALS The HeartCode PALS solution is sold as a complete solution license (which includes the cognitive Courseware, manikin skills test, AHA card processing). Alternatively, the individual components may be purchased separately. To receive a credit for providing the skills portion via an instructor, the instructor-led signoff must be recorded via the Skills Course within the HLC. This credit can only be used to purchase additional HeartCode PALS licenses.

- Additional manikins are available for purchase

Exhibit 3

*All licenses available under this Order Form shall terminate upon the earlier of the expiration of the Term set forth herein or December 31, 2020.

Software License Agreement for HeartCode BLS, ACLS, and PALS

This License Agreement ("License") is a legal and non-exclusive agreement between Customer and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software") and is owned exclusively by the American Heart Association ("AHA"). This License, distributed to you by Laerdal, gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

GRANT OF LICENSE

This License grants you the following rights:

- The Software is for personal use only. A license for the Software may not be shared between users.
- The Software can also be used for certain AHA Courses (the "Courses") that you have purchased under this Agreement. The Courses when purchased are also covered by the provisions of this License Agreement and such Courses thus become included under the definition of "Software" hereunder.
- The AHA Courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By purchasing an AHA Course, you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.
- The Software will assist in making your training records available to AHA. By using the AHA Courses, you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA.
- Any extract from the database containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

FURTHER RIGHTS AND RESTRICTIONS

Restrictions on Reverse Engineering, Decompiling, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal. You may not rent, lease, sublicense, redistribute, or lend any copy of the Software.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must immediately cease the use of the Software in full or in part. Laerdal reserves the right to seek injunctive relief should Customer's failure to comply with the terms and conditions of this license.

License Consumption. The HeartCode® BLS, HeartCode® ACLS, and HeartCode® PALS

Exhibit 3

courses described above shall be collectively and individually referred to as the "Course". Licenses for the Course are for named users. Customer acknowledges that Laerdal Medical may conduct usage audits and invoice Customer, and Customer agrees to pay, for any usage above the number of licenses specified in Customer's Order Forms as well as adjust future billing rates to the new licenses fee level indicated by Customer's actual usage.

A HeartCode Course license is considered consumed when the user starts the course in the customer's Learning Management System (LMS) and the status of the course changes from "Not yet started" to "In progress".

COPYRIGHT

All titles and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets", incorporated into the Software) and the accompanying printed materials are owned by Laerdal or third parties with whom Laerdal has entered into distribution agreements.

The Software is protected by copyright laws and international treaty provisions. You may not copy any printed materials accompanying the Software.

Informational Nature of this Course: No Medical Advice

THE COURSE IS INTENDED FOR USE AS QUALITY REPORTING PURPOSES AND/OR CONTINUING EDUCATION ONLY AND SHOULD NOT BE CONSTRUED AS MEDICAL ADVICE. THIS INFORMATION SHOULD NOT BE USED IN PLACE OF SEEKING PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT BY LICENSED PRACTITIONERS. AHA PROFESSIONAL EDUCATION CENTER DOES NOT PRACTICE MEDICINE OR LAW, AND DOES NOT OFFER ANY OTHER PROFESSIONAL ADVICE OR COURSES. YOU ASSUME FULL RESPONSIBILITY FOR APPROPRIATE USE OF THE INFORMATION AVAILABLE THROUGH THIS COURSE.

CHILDREN AND INTERNATIONAL USERS

The Course is designed for adults 18 years of age or older. The minimum age allowed to use the BLS course only is 16. Users under the age of 18 are not permitted to use the ACLS or PALS Course. By using the Course, you agree to provide AHA with accurate information concerning your age or identity as requested by AHA. You also agree not to assist children under the age of 16 in accessing the BLS Course and agree not to assist children under the age of 18 in accessing the ACLS or PALS Course. If you are not a U.S. resident, you may access the Course solely at your own risk and are responsible for compliance with local laws and regulations, if applicable.

WARRANTY AND LIMITATION OF LIABILITY

Laerdal warrants that the Software will perform essentially in accordance with the accompanying documentation for a period of one (1) year from delivery. In the event of a failure to so perform that is not caused by accident, abuse or misapplication that is made known to Laerdal within the one (1) year period, Laerdal's sole obligation (and your sole and exclusive remedy) will be, at the option of Laerdal, to either repair the defect or replace the defective product. Laerdal's obligation hereunder will be limited to such repair or replacement.

EXCEPT AS EXPLICITLY STATED ABOVE, LAERDAL DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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LIMITATION OF LIABILITY. THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE, THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING MATERIAL. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDAL'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON- CONSUMER PROPERTY. TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.

The failure of AHA or Laerdal Medical to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

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Master Services Agreement



MASTER SERVICES AGREEMENT
BETWEEN
HEALTHSTREAM, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

This Master Services Agreement ("Agreement") is entered into and effective as of 02/08/2017 ("Effective Date") by and between HealthStream, Inc., a Tennessee corporation, having its principal place of business at 209 10th Avenue South, Suite 450, Nashville, Tennessee 37203 ("HealthStream") and Mississippi Department of Information Technology Services having its principal place of business at 3771 Gashwood Drive, Jackson, Mississippi 39211 ("ITS"), as contracting agent for the University of Mississippi Medical Center, having its principal place of business at 2500 N. State St, Jackson, MS 39216 ("Customer" and/or "UMMC"). ITS and Customer are sometimes collectively referred to herein as "State". Unless otherwise specified herein, this Agreement shall supersede any and all previous master services or similar agreement(s) between HealthStream and Customer.

WHEREAS, UMMC, pursuant to Request for Proposals ("RFP") No. 3789/3862 requested proposals for the services of a contractor to host and maintain an Application Service Provider ("ASP") solution for a Learning Management System, and

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

WHEREAS, in addition to the RFP, the parties may also contract for additional Online Services, Services or Applications (as defined herein) using this Agreement as set forth herein,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions.

"Application(s)" means those HealthStream software application programs which are made accessible for Customer to use under the terms of this Agreement.

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

"Online Service(s)" means certain Service(s) provided by HealthStream to Users, over the Internet or other similar computer networks.

"Order Form" means the ordering documents, including any order forms or project specification outlines (PSOs), representing the initial purchase of any Services as well as any subsequent purchases agreed to between the parties in writing from time to time, that are signed under this Agreement and deemed incorporated into Exhibit A. The initial Order Form is attached as Exhibit A to this Agreement.

"Service(s)" means all service(s) provided by HealthStream, including but not limited to Online Service(s).

"Users" means Customer's employees, consultants, contractors, clients or agents who are authorized to use the Online Service(s) and have been supplied user identifications and passwords by Customer (or by HealthStream at Customer's request).

2. **Provision of Service(s).** HealthStream shall make the Service(s) available to Customer pursuant to the terms and conditions set forth in this Agreement and any and all Order Forms executed under this Agreement from time to time.

3. Use of Online Service(s).

3.1 **Dependent Online Service(s).** Certain Online Service(s), including, without limitation, courseware services, authoring services, and dictionary services (collectively the "Dependent Online Services"), require other Online Service(s) including, without limitation, Learning Center (in one of several versions) and Competency Center (collectively the "Required Online Services"), to be licensed by Customer to enable the Customer to use the Dependent Online Services. HealthStream may require and Customer shall agree to contract for, license and purchase

at least the minimum level of Required Online Services as determined from HealthStream from time to time as a pre-requisite to contracting for, licensing and purchasing the Dependent Online Services. All relationships between Required Online Services and Dependent Online Services shall be detailed in the applicable Order Form(s).

3.2 **HealthStream Responsibilities.** HealthStream shall (a) provide telephone and online standard support to designated representatives of Customer, and (b) use commercially reasonable efforts to make the Online Service(s) generally available 24 hours a day, 7 days a week, except for (i) planned downtime, or (ii) any unavailability caused by circumstances beyond HealthStream's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving HealthStream employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within HealthStream's possession or reasonable control, and network intrusions or denial of service attacks.

3.3 **Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Online Service(s), and notify HealthStream promptly of any unauthorized use of which Customer has knowledge, and (c) comply with all applicable local, state, and federal laws in using the Online Service(s) and not use the Online Service(s) outside of the United States.

3.4 **Use Guidelines.** Customer shall use the Online Service(s) solely for its internal business purposes as contemplated by this Agreement and shall not (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit, or make the Online Service(s) available to any third party, other than as contemplated by this Agreement, (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights, (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (e) interfere with or disrupt the integrity or performance of the Online Service(s) or the data contained in the Online Service(s), or (f) attempt to gain unauthorized access to the Online

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Service(s) or its related systems or networks.

4. Fees & Payment.

Fees. Customer shall pay all fees specified in all executed Order Forms. In the case of Online Service(s) and except as otherwise provided: (a) fees are based on the number of User subscriptions purchased in the relevant Order Form, not the extent of actual usage; (b) fees are non-refundable, except as set forth in Section 10.3; (c) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form; and (d) User subscriptions are for named Users and cannot be shared or used by more than one User but may be reassigned from time to time to new Users replacing former Users who have terminated an employment or some other prior relationship with Customer, changed job status or function, or otherwise no longer require ongoing use of the Service. Unless otherwise specified in the relevant Order Form, (a) the term of the transferred User subscriptions shall be coterminous with the expiration of the then current subscription term; and (b) pricing for the transferred User subscriptions shall be the same as that for the pre-existing subscriptions. HealthStream shall have the right at all times to review and audit the number of Users for any Online Service and to bill Customer for any Users in excess of that number of properly licensed and paid Users under all Order Forms and subscriptions.

4.1 Invoicing & Payment; Suspension of Service. Customer shall maintain complete and accurate billing and contact information with HealthStream at all times. Unless stated otherwise in an Order Form, fees for the Service(s) will be invoiced annually in advance and otherwise in accordance with the terms set forth in the relevant Order Form. HealthStream shall submit invoices and supporting documentation to UMMC electronically during the term of this Agreement. 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. All payments made under this Agreement shall be in United States dollars. If payment of undisputed amounts is not made to HealthStream within forty-five (45) days of UMMC's receipt of the invoice, UMMC shall be liable to HealthStream for interest at a rate of one and one-half percent (1½ %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized. The total compensation to be paid to HealthStream by UMMC for all development, maintenance and Services, customizations, products, travel, performances and expenses for the Order Form related solely to the RFP under this Agreement shall not exceed the sum of \$747,642.00, and shall be payable as set forth in the attached Exhibit A. In the event UMMC decides to procure additional Online Services from HealthStream, after UMMC and ITS have followed applicable state procurement procedures, the parties may execute an Amendment to this Agreement detailing the additional Services and applicable terms in an Order Form attached to the Amendment. If Customer's account is forty-five (45) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, HealthStream reserves the right to suspend the Service(s) provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

4.2 Taxes. Customer represents that it is exempt from the payment of taxes. Unless otherwise stated, HealthStream's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). If HealthStream has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides HealthStream with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges that in providing the Service(s), HealthStream utilizes (a) the HealthStream name, the HealthStream logo, the HealthStream domain name, the product and service names associated with the Service(s), and other trademarks and service marks; (b) certain audio and visual information, documents,

software and other works of authorship; (c) certain processes including, but not limited to, HealthStream's databases, questionnaires, market research procedures, tabulation procedures, creative processes, statistical methods, and production methods; and (d) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "HealthStream IP") and that the HealthStream IP is covered by intellectual property rights owned or licensed by HealthStream (collectively, "HealthStream IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in or to the HealthStream IP or HealthStream IP Rights are granted to Customer, and all licenses and rights are expressly reserved.

5.2 License Grant. HealthStream grants Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicenseable right to access and use the Online Service(s) in accordance with the terms of this Agreement.

5.3 Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service(s) or HealthStream IP; (b) create Internet "links" to or from the Online Service(s), or "frame" or "mirror" any content forming part of the Online Service(s), other than on Customer's own intranet; or (c) disassemble, reverse engineer, or decompile the Service(s) or HealthStream IP, or access it in order to build a similar or competitive product or service, or copy any ideas, features, functions or graphics of the Service(s).

5.4 Customer Data. As between HealthStream and Customer, all data obtained by HealthStream from Customer through the provision of the Service(s) (collectively, the "Customer Data") is owned exclusively by Customer. Customer grants HealthStream an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports, provided, however, that the Aggregated Data will not reveal any personal information or the identity of Customer. HealthStream may distribute certain Customer Data to licensing and accreditation organizations for the benefit of Users. HealthStream will release the minimum data required to adequately credit Users for educational activities completed. All Customer Data may be copied, displayed, published and otherwise used by the Customer, provided, however, that Customer hereby agrees that it shall not utilize or present the Customer Data in any manner that materially misrepresents the Customer Data. HealthStream shall hold all completed survey instruments prepared in connection with the Service(s) for which HealthStream distributes surveys on behalf of Customer for a period of 90 days following delivery of such survey instruments, after which time all survey instruments shall be destroyed, although HealthStream shall maintain electronic copies of the survey data.

5.5 Suggestions. HealthStream shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service(s) any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the Service(s).

6. Confidentiality.

6.1 Definition of Confidential Information. As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including, without limitation, the Customer Data, the Service(s), the HealthStream IP, business and marketing plans, technology and technical information, product designs, and processes. Confidential information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

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6.2 **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting the Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.3 **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin the acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6.4 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 HealthStream. ITS will provide third party notice to HealthStream of any requests received by ITS for any such confidential exhibits so as to allow HealthStream the opportunity to protect the information by court order as outlined in ITS Public Records Procedures. The parties understand and agree that effective July 1, 2015, 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.

7. Warranties & Disclaimers.

7.1 Warranties.

(a) **General.** Each party represents and warrants that it has the legal power to enter into this Agreement. HealthStream represents and warrants that (i) it will provide the Service(s) in a manner consistent with general industry standards reasonably applicable to the provision of the Service, (ii) it owns or otherwise has sufficient rights in the Service(s) and the HealthStream IP to grant the rights and licenses granted in this Agreement, (iii) it will perform the Services in a skillful, professional, workmanlike and competent manner by qualified personnel, (iv) the Service(s) and HealthStream IP do not infringe any intellectual property rights of any third party. During the term of this Agreement, (i) the Online Service(s) shall perform materially in accordance with any applicable user guides or specifications and (ii) the functionality of the Online Service(s) will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of the Online Service(s) is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by HealthStream with respect to future functionality or features.

(b) **Customer Research Data Limited Warranty.** HealthStream warrants that the Customer Data provided by HealthStream as a result of certain research Service(s) ("Customer Research Data") will conform substantially to the terms specified in the Order Form. In the event of a breach of this warranty, Customer shall provide HealthStream with written notice of such breach, identifying the claimed errors or deficiencies in the Customer Research Data provided, and HealthStream shall have a reasonable period to cure such purported errors or deficiencies. **HEALTHSTREAM'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO CORRECT AND/OR MODIFY THE CUSTOMER RESEARCH DATA SO THAT IT CONFORMS SUBSTANTIALLY TO THE TERMS SPECIFIED IN THE ORDER FORM.** Customer shall notify HealthStream of any errors and/or deficiencies in the Customer Research Data within three (3) months of HealthStream's delivery of the Customer Research Data to Customer, or such claims shall be waived.

(c) **Non-Exclusion.** HealthStream represents and warrants that HealthStream, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320e-7(b)(1) (the "federal

healthcare programs"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs; and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in HealthStream being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty and HealthStream shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section.

7.2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, HEALTHSTREAM MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HEALTHSTREAM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY MISSISSIPPI LAW.

7.3 HealthStream represents and warrants that the products and Services provided by HealthStream shall meet or exceed the minimum specifications set forth in RFP No. 3789 and HealthStream's Proposal as accepted by the State in response thereto.

7.4 HealthStream represents and warrants that the Application shall not contain a disabling code, lockup program or device embedded in the Application that is made available to Customer. For any breach of this warranty, HealthStream 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.

7.5 HealthStream represents and warrants that it has tested and will test the Application using commercially reasonable methods to ensure that the Application provided to Customer does 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 HealthStream or any third-party to disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the HealthStream system or any other associated software, firmware, hardware, computer system or network, including Customer's applications and Customer Data. For any breach of this warranty, HealthStream at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at HealthStream's expense, any and all direct damage done by the virus or such to Customer's applications and Customer Data.

7.5 If applicable under the given circumstances, HealthStream represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-7, 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. HealthStream 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. HealthStream 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. HealthStream understands and agrees that any breach of these warranties may subject HealthStream 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 HealthStream 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, HealthStream would also be liable for any additional costs incurred by the State due to contract cancellation or loss

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of license or permit.

8. Mutual Indemnification.

8.1 Indemnification by HealthStream. Subject to this Agreement, HealthStream shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service(s) as contemplated under this Agreement infringes the intellectual property rights of a third party, provided, that Customer (a) promptly gives written notice of any such Claim of which it has knowledge to HealthStream; (b) gives HealthStream, to the extent authorized by Mississippi law, sole control of the defense and settlement of the Claim (provided that HealthStream may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to HealthStream, at HealthStream's cost, all reasonable assistance.

8.2 Indemnification by Customer. Customer's ability to indemnify HealthStream is limited and subject to the limitations imposed by the laws of Mississippi. The Customer is a state-supported entity, any liability claims will be handled under the Mississippi Tort Claims Act, Sections 11-46-1 et seq. of the Mississippi Code Annotated, subject to the Act's limitations.

9. Limitation of Liability.

9.1 Limitation of Liability. HealthStream's liability shall not exceed the total amount paid by Customer to HealthStream under this Agreement in the preceding 36 month period, including any amounts paid pursuant to amendments and change orders. In no event will HealthStream be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless HealthStream was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property and the intentional and willful misconduct or gross negligent acts of HealthStream. The language contained herein tending to limit the liability of HealthStream will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that HealthStream is precluded from relying on any contractual damages limitation language within this Agreement where HealthStream acts fraudulently or in bad faith.

9.2 Intentionally omitted.

9.3 Limitation of Action. Pursuant to Section 104 of the Mississippi Constitution and Section 15-1-81 of the Mississippi Code Annotated, the statute of limitations does not run against the State.

9.4 Intentionally omitted.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and, unless earlier terminated pursuant to the terms of this Agreement, continues until the later of the date when (a) all User subscriptions granted in accordance with this Agreement have expired or been terminated and (b) no Service(s) is being provided by HealthStream.

10.2 Term of User Subscriptions. User subscriptions for Online Service(s) commence on the start date specified in the relevant Order Form and continue for the subscription term specified in the Order Form. User subscriptions for Online Service(s) 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. Under no circumstance shall the cost of the subscription increase beyond five percent (5%) for any renewal term for any HealthStream-owned products.

10.3 Termination. A party may terminate this Agreement, 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 sixty (60) calendar days written notice unless the breach is cured within said sixty (60) day period; or (c) UMMC may terminate the

Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to HealthStream if HealthStream becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity. In the event UMMC terminates this Agreement, HealthStream shall be paid for Services rendered by HealthStream and accepted by UMMC prior to the termination. Further, upon termination of this Agreement, HealthStream shall refund any and all applicable unexpended prorated annual fees previously paid by UMMC.

10.4 Surviving Provisions. The following provisions, and any other sections which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement: Sections 5 (excluding Section 5.2), 6, 7, 8, 9, 10, and 11.

11. General Provisions.

11.1 Relationship of the Parties; Publicity. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

11.2 Notices. All notices 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. University of Mississippi Medical Center's address for notice is Ms. Ellen Swager, Associate Chief Information Officer, with a copy to Mr. Jeff Walker, General Counsel, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. HealthStream's address for notice is Mr. Michael Collier, General Counsel and Vice President, HealthStream, Inc., 209 10th Avenue South, Suite 450, Nashville, Tennessee 37203. 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.

11.3 Waiver and Cumulative Remedies; Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any 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.

11.4 Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.5 Governing Law and Venue. This Agreement shall be construed and governed exclusively in accordance with the laws of the State of Mississippi, without regard to its conflicts of laws rules. The state courts located in Hinds County, Mississippi shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this

Exhibit 3

Agreement. HealthStream 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 HealthStream. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

11.5 Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

11.7 Entire Agreement. 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 RFP and HealthStream's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

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

- A. Subsequent Amendments/Modifications mutually agreed upon and signed by all parties hereto.
- B. This Agreement signed by the parties hereto.
- C. Any exhibits attached to this Agreement.
- D. Subsequent Order Forms entered into by the parties.
- E. RFP No. 3789/3862 and written addenda, and
- F. HealthStream's Proposal as accepted by the State, in response to RFP No. 3789/3862.

The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by HealthStream. 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. Subsequent Amendments/Modifications") and the lowest document is listed last ("F. HealthStream's Proposal"). Notwithstanding anything to the contrary in this Agreement or any Order Form, any claim made by Customer regarding the products purchased under an Order Form may be brought against HealthStream and subject to the Limitation of Liability and Governing Law terms set forth herein.

11.8 Modification. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary herein, no terms or conditions stated in a HealthStream document or Customer purchase order shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.9 Availability of Funds. It is expressly understood and agreed that the obligation of UMMC to proceed under the 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 UMMC for the payments or performance due under this Agreement, UMMC shall have the right to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to UMMC of any kind whatsoever, except for payment for work completed by HealthStream and accepted by UMMC prior to termination. The effective date of termination shall be as specified in the notice of termination. UMMC shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

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

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

11.12 Record Retention & Access to Records. HealthStream 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. UMMC, ITS, any state or federal agency authorized to audit UMMC, and/or any of their duly authorized representatives, shall have access to this Agreement and to any of HealthStream'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 HealthStream's office as applicable where such records are kept during normal business hours and upon reasonable prior notice. All records relating to this Agreement shall be retained by HealthStream 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.

11.13 Compliance with Laws. (A) HealthStream shall comply with, and all activities under this Agreement shall be subject to, 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, HealthStream 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, HealthStream 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. (B) HealthStream represents and warrants that if applicable, it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012).

11.14 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 UMMC's or HealthStream'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 UMMC's funding source.

11.15 Transparency. In accordance with the Mississippi Accountability and Transparency Act of 2009, §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 <http://www.Transparency.mississippi.gov>. Prior to ITS posting this 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, which took effect July 1, 2015, the contract provisions specifying the commodities purchased or the services provided, the price to be paid, and the term of this Agreement

Exhibit 3

shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

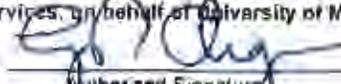
11.16 HealthStream Responsibilities. HealthStream shall be responsible for the following:

- (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 Customer Data may contain personally identifiable information ("PII") and HealthStream agrees to maintain the confidentiality of the Customer Data and shall not make it publicly available except as may be necessary in performing the Services or to comply with applicable laws. Upon the termination or expiration of this Agreement, HealthStream shall provide such Customer Data in its possession to UMMC pursuant to a mutually agreed upon release schedule and in a format acceptable to UMMC;
- (D) Working in good faith with UMMC to achieve access rates that meet UMMC's needs;
- (E) Providing security to the site as mutually agreed to by the parties, with HealthStream responsible for all necessary equipment and software related to security;
- (F) Completing daily backups of the site;
- (G) Notifying UMMC at least three (3) business days prior to any pre-scheduled service interruption, with said notice containing a general description of the reason for the service interruption;
- (H) Proposing and adhering to a disaster recovery plan and providing such plan to the State upon request, all at HealthStream's expense;
- (I) Providing support of the site per the terms set forth in the RFP;
- (J) Providing redundant internet connections;
- (K) Providing Transport Layer Security ("TLS") secure server support;
- (L) Maintaining access to the Online Services and Applications per the RFP;
- (M) Ensuring that all Customer Data remains within the continental United States; and
- (N) Partitioning UMMC's data from other customer data so UMMC's access is not impaired due to e-discovery, seizure, or the like.

11.17 Acceptance Testing. UMMC shall have thirty (30) calendar days after the Available Date to evaluate and conduct acceptance tests of the Applications and Services to confirm that they perform without any material defects and perform in accordance with the requirements of RFP No. 3789 and HealthStream's proposal, as accepted by the State, in response thereto. In the event UMMC notifies HealthStream of any defects which must be corrected, HealthStream shall have ten (10) business days in which to repair the Service or repair or replace the defective Applications, at all HealthStream's expense, and thereafter UMMC shall have an additional thirty (30) calendar days to evaluate the corrected Applications and Services. In the event that no notice of defects is received by HealthStream following the thirty (30) day acceptance period, the Services may be deemed accepted.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date.

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

By: 
Authorized Signature

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

Title: Executive Director

Date: 2/8/17

HealthStream, Inc.

By: 
Authorized Signature

Printed Name: Michael Culler

Title: General Counsel

Date: 2/7/17

Exhibit 3

EXHIBIT A

Order Form

Additional Order Forms may be attached to an Amendment and incorporated into this Exhibit and Agreement from time to time upon signing.

Submitted Date January 31, 2017

Order Number ORD-0285676
P.O. Number

Tax Exempt? Yes

Customer Information: **Name** University of Mississippi Medical Center
Address 2500 N STATE ST
 JACKSON, MS 39216-4500

Primary Contact: **Name** Brian Shaw
Email bshaw@umc.edu
Phone 601-815-3180

Billing Contact: **Name** Brian Shaw
Email bshaw@umc.edu
Phone 601-815-3180

HealthStream Information: **Name** HealthStream, Inc.
Address 209 10th Avenue South - Suite 450
 Nashville, TN 37203

HealthStream Contact: **Name** Mike Bishop
Email Michael.bishop@healthstream.com
Phone 615-715-0688

ORDER DETAILS

Billing Frequency: Monthly					
Product	Term (Months)	Quantity	Unit Price	Annual Price	Total Price
HealthStream Learning Center, which includes Easy Scan Basic *	60	10,500	\$8.00	\$84,000.00	\$420,000.00
Subtotal:					\$420,000.00

Billing Frequency: Monthly					
Product	Term (Months)	Quantity	Unit Price	Annual Price	Total Price
HealthStream's Acute Care Regulatory Library for Core Foundations (Years One - Two)	24	10,500	\$2.00	\$21,000.00	\$42,000.00
Subtotal:					\$42,000.00

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Billing Frequency: Monthly					
Product	Term (Months)	Quantity	Unit Price	Annual Price	Total Price
Checklist Management (Years One - Five)	60	2,500	\$6.82	\$17,050.00	\$85,250.00
Subtotal:					\$85,250.00

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Product	Term (Months)	Quantity	Unit Price		Total Price
HeartCode ACLS Part 1 (Cognitive) (Years One – Three)	36	600	\$90.00	\$18,000.00	\$54,000.00
HeartCode BLS Part 1 (Cognitive) (Years One – Three)	36	3,600	\$18.77	\$22,524.00	\$57,572.00
HeartCode PALS (Years One – Three)	36	600	\$90.00	\$18,000.00	\$54,000.00
AORN Period 101: A Core Curriculum (Years One – Three)	36	36	\$695.00	\$8,340.00	\$25,020.00
Subtotal:					\$200,592.00

Year One Total Fees Due: \$188,914.00

Year Two Total Fees Due: \$188,914.00

Year Three Total Fees Due: \$167,914.00

Year Four Total Fees Due: \$101,050.00

Year Five Total Fees Due: \$101,050.00

Grand Total \$747,842.00

**NOTE: The unit cost for the annual subscription will remain \$10.00 for up to and including 19,999 students. When the student total increases to 20,000, however, the unit cost for the annual subscription shall then decrease to \$9.00 per student which shall be done on a prospective basis for the remaining term set forth in this Order Form. No retroactive credit will be given to Customer for prior usage.*

Unless set forth in the Order Details above, the Term and invoicing under this Order Form commences on the earlier of the completion of Site Activation or the six (6) month anniversary of the later of the signatures below. "Site Activation" is defined in the Product Specific Terms attached hereto and is applicable to the following HealthStream platform products: (i) HealthStream Core; (ii) HealthStream Learning Center; (iii) HealthStream Competency Center; (iv) HealthStream Performance Center; and (v) SimManager Express. For existing HealthStream platform customers, invoicing will begin during the next billing cycle after the later of the two signatures below.

Product Specific Terms

HeartCode® ACLS
The HeartCode® ACLS Product offering:

HeartCode ACLS is an integrated system solution that can consist of any combination of the following three (3) components for ACLS card completion:

1. **Cognitive component (Part 1):** The cognitive component of the HeartCode ACLS course allows Users to work through the ACLS training curriculum at their own pace. This component includes eSimulation technology, scenario-based, interactive learning and testing. This component covers core course materials: ACLS Core Cases Lessons, Algorithms and Simulations, Rhythm Recognition Lessons, Medications Lessons and the ACLS Written Exam.
2. **Skills Practice and Testing component (Parts 2 and 3):** The Skills Check component of the HeartCode ACLS course is completed on an adult Voice-Assisted Manikin attached to a computer.
3. **Card processing component:** An AHA Course Completion Card will be processed at the Laerdal National AHA Training Center and mailed to the training facility for distribution to those Users who have successfully completed the Cognitive and Skills Check components.

The HeartCode Features and Services offering:

Exhibit 3

HeartCode ACLS Services include the following features and services through the HealthStream Learning Center™:

- Technical Support.
- Training for the services above are provided via online internet training or instructor-led training. Class schedules and fees are available upon request.
- Telephone assistance is provided, as necessary, to assist in the HeartCode ACLS Part 2 and 3 software installation process.

HeartCode ACLS technical requirements:

	Minimum	Recommended
Operating System	Windows XP or Mac OSX	Same
Processor Speed	2 Ghz Pentium 4 or equivalent	2.4 Ghz or higher
Memory	768Mb Ram	1 Gb or higher
Internet Connection Speed	512Kbit/s Bandwidth	1 Mbit/s or higher
Web Browser	Web Browser	Internet Explorer 7+ or Firefox 2*
Plug-ins	Adobe Flash Player 10.1	Same

AHA Card processing deliverables from Customer for HeartCode ACLS:

HealthStream requires one address for each facility to which cards for their Users are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the User works or to a central location, if the Customer has multiple facilities.

System and component pricing policies for HeartCode ACLS:

- The HeartCode ACLS solution is sold as a complete solution license (which includes the cognitive courseware, manikin skills test, AHA card processing). Alternatively, the individual components may be purchased separately. To receive a credit for providing the skills portion via an instructor, the instructor-led signoff must be recorded via the Part 2 course within the HLC. This credit can only be used to purchase additional HeartCode ACLS licenses.
- Additional manikins are available for purchase.

Customer License Agreement for HeartCode ACLS

This License Agreement ("License") is a legal and non-exclusive agreement between Customer and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software"). The License gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE

This License grants you the following rights:

The Software is for personal use only. A license for the Software may not be shared between users.

The software can also be used for certain AHA courses (the "Courses") that you have subscribed to or licensed under this Agreement. The Courses when subscribed to or licensed are also covered by the provisions of this License Agreement and such Courses thus become included under the definition of "Software" hereunder.

The AHA courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By subscribing to or licensing an AHA course you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all

Exhibit 3

training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.

The Software will assist in making your training records available to AHA. By using the AHA courses you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA. Any extract from the database containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

2. FURTHER RIGHTS AND RESTRICTIONS

Restrictions on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Rental Restrictions. You may not rent, lease or lend any copy of the Software.

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part.

3. COPYRIGHT

All titles and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets", incorporated into the Software) and the accompanying printed materials are owned by Laerdal or third parties with whom Laerdal has entered into agreements. The Software is protected by copyright laws and international treaty provisions. You may not copy any printed materials accompanying the Software.

4. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi without regard to its choice of law provisions. The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be a federal or state court in Hinds County, Mississippi and the parties hereby consent to such jurisdiction and venue.

5. WARRANTY AND LIMITATION OF LIABILITY

Laerdal warrants that the Software will perform essentially in accordance with the accompanying documentation for a period of one (1) year from delivery. In the event of a failure to so perform that is not caused by accident, abuse or misapplication that is made known to Laerdal within the one (1) year period, Laerdal's sole obligation (and your sole and exclusive remedy) will be, at the option of Laerdal, to either repair the defect or replace the defective product. Laerdal's obligation hereunder will be limited to such repair or replacement.

EXCEPT AS EXPLICITLY STATED ABOVE, LAERDAL DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE. THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING MATERIAL, THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDAL'S LIABILITY FOR DAMAGES

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HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON-CONSUMER PROPERTY.

TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.

HeartCode® BLS

HeartCode® BLS is an integrated system solution that can consist of any combination of the following three (3) components for BLS card completion:

1. **Cognitive component (Part 1):** The cognitive component of the HeartCode BLS course allows Users to work through the BLS training curriculum at their own pace. This component includes eSimulation technology, scenario-based interactive learning and testing. This component covers core course materials: adult and pediatric CPR, including 2 rescuer scenarios and use of the bag mask, foreign body airway obstruction, and automatic external defibrillation.
2. **Skills Practice and Testing component (Parts 2 and 3):** The Skills Check component of the HeartCode BLS for Healthcare Provider Course is completed on the adult and infant Voice-Assisted manikins attached to the computer. This component covers: adult/child 1-rescuer CPR skills review and testing, adult 2- rescuer CPR with AED skills review and testing, infant 1 and 2-rescuer CPR skills review and testing.
3. **Card processing component:** An AHA Course Completion Card will be processed by the Laerdal National AHA Training Center and mailed to the training facility for distribution to those Users who have successfully completed the Cognitive and Skills check components.

The HeartCode Features and Services offering

HeartCode BLS Services include the following features and services through the HealthStream Learning Center™:

- Technical Support;
- Training for the services above are provided via online Internet training or instructor-led training. Class schedules and fees are available upon request.
- Telephone assistance is provided, as necessary, to assist in the HeartCode ACLS Part 2 and 3 software installation process.

HeartCode BLS technical requirements:

	Minimum	Recommended
Operating System	Windows XP or Mac OSX	Same
Processor Speed	2 Ghz Pentium 4 or equivalent	2.4 Ghz or higher
Memory	768Mb Ram	1 Gb or higher
Internet Connection Speed	512Kbit/s Bandwidth	1 Mbit/s or higher
Web Browser	Web Browser	Internet Explorer 7+ or Firefox 2+
Plug-ins	Adobe Flash Player 10.1	Same

AHA Card processing deliverables from Customer for HeartCode BLS:

HealthStream requires one address for each facility to which cards for their Users are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the User works or to a central location, if the Customer has multiple facilities.

System and component pricing policies for HeartCode BLS

- The HeartCode BLS solution is sold as a complete solution license (which includes the cognitive courseware, manikin skills test, AHA card processing). Alternatively, the individual components may also be purchased separately. To receive a credit for providing the skills portion via an instructor, the instructor-led signoff must be recorded via the Part 2 course within the HLC. This credit can

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only be used to purchase additional HeartCode BLS licenses.

- Additional manikin sets are available for purchase.
- At the end of the Term, any unused licenses will remain active throughout the Term of Customer's Platform Agreement.

Customer License Agreement for HeartCode BLS

This License Agreement ("License") is a legal and non-exclusive agreement between Customer and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software"). The License gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE

This License grants you the following rights:

The Software is for personal use only. A license for the Software may not be shared between users.

The software can also be used for certain AHA courses (the "Courses") that you have purchased under this Agreement. The Courses when purchased are also covered by the provisions of this License Agreement and such Courses thus become included under the definition of "Software" hereunder.

The AHA courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By purchasing an AHA course you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.

The Software will assist in making your training records available to AHA. By using the AHA courses you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA. Any extract from the database containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

2. FURTHER RIGHTS AND RESTRICTIONS

Restrictions on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Rental Restrictions. You may not rent, lease or lend any copy of the Software.

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part.

3. COPYRIGHT

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The Software is protected by copyright laws and international treaty provisions. You may not copy any printed materials accompanying the Software.

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4. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi without regard to its choice of law provisions. The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be a federal or state court in Hinds County, Mississippi and the parties hereby consent to such jurisdiction and venue.

5. WARRANTY AND LIMITATION OF LIABILITY

Laerdal warrants that the Software will perform essentially in accordance with the accompanying documentation for a period of one (1) year from delivery. In the event of a failure to so perform that is not caused by accident, abuse or misapplication that is made

Exhibit 3

known to Laerdal within the one (1) year period, Laerdal's sole obligation (and your sole and exclusive remedy) will be, at the option of Laerdal, to either repair the defect or replace the defective product. Laerdal's obligation hereunder will be limited to such repair or replacement.

EXCEPT AS EXPLICITLY STATED ABOVE, LAERDAL DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE, THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING MATERIAL. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDAL'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON-CONSUMER PROPERTY.

TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.

HeartCode Pediatric Advanced Life Support (PALS) Product & Services Offering

The HeartCode PALS Product offering:

HeartCode PALS is sold as an integrated system solution that can consist of any combination of the following three (3) components for PALS card completion:

1. Cognitive component (Part 1): The cognitive component of the PALS for Healthcare Provider Course allows Users to work through the PALS training curriculum at their own pace. This component includes micro-simulation technology, scenario-based interactive learning and testing. This component covers core course materials: PALS Core Cases Lessons, Algorithms and Simulations, Rhythm Recognition Lessons, Medications Lessons and the PALS Written Exam.
2. Skills Practice and Testing component (Part 2 and 3): The skills component of the PALS for Healthcare Provider is completed through a live instructor provided by your facility.
3. Card processing component: An AHA Course Completion Card: PALS for the Healthcare Provider will be processed at a National AHA Training Center and mailed to the training facility for distribution to those Users who have successfully completed the Cognitive and Skills check components.

The HeartCode Features and Services offering:

HeartCode PALS Services include the following features and services through the HealthStream Learning Center™:

Technical Support:

Training for the services above are provided via online Internet training. Class schedules and fees are available upon request. Page 227 of 299

Telephone assistance is provided, as necessary, to assist in the HeartCode PALS Part One software installation process.

Exhibit 3

HeartCode PALS system requirements:

	Minimum	Recommended
Operating System	Windows XP sp3	Windows XP sp3 or higher (not the 64-bit version of XP)
Processor Speed	2 GHz Pentium 4 or equivalent	2.4 GHz or higher
Memory	768 Mb Ram	1 Gb or higher
Internet Connection Speed	512Kbit/s Bandwidth	1 Mbit/s or higher
Web Browser	Internet Explorer 7*	Internet Explorer 7+
Plug-ins	Adobe Flash Player 10.1.82.78	Same or higher
Screen Resolution	1024*768 screen resolution	1024*768 screen resolution or higher

AHA Card processing deliverables from Customer for HeartCode PALS:

HealthStream requires one address for each facility to which cards for their Users are sent for dissemination along with the name of the individual or department who is to receive the cards. The cards can be sent to the facility where the Users works or to a central location, if the Customer has multiple facilities.

System and component pricing policies for HeartCode PALS:

- At the end of the Term, any unused licenses will remain active throughout the Term of Customer's Platform Agreement.

Customer License Agreement for HeartCode PALS Products

This License Agreement ("License") is a legal and non-exclusive agreement between Customer and Laerdal Medical AS ("Laerdal") for the software product, which includes computer software and associated media, and may include "online" or electronic documentation ("Software"). The License gives you the right to use or access the Software under the terms and conditions stipulated herein. By using the Software in any way, you agree to be bound by the terms of this License.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

1: GRANT OF LICENSE

This License grants you the following rights:

The Software is for personal use only. A license for the Software may not be shared between users.

The software can also be used for certain AHA courses (the "Courses") that you have subscribed to or licensed under this Agreement. The Courses when subscribed to or licensed are also covered by the provisions of this License Agreement and such Courses thus become included under the definition of "Software" hereunder.

The AHA courses are made available for training. The purpose of such training is to qualify for an AHA certificate. By subscribing to or licensing an AHA course you accept the requirements for qualifying to such AHA certificate. AHA requires that archives of all training records are kept and are made available to AHA on a continuing basis to make AHA in a position to issue AHA certificates to those duly qualified only.

The Software will assist in making your training records available to AHA. By using the AHA courses you accept the terms under this License Agreement and you accept that your training records will be automatically uploaded for the benefit of AHA from time to time and kept by a provider selected by AHA. Any extract from the database containing your training records for either scientific or statistical purposes will be done anonymously and only upon approval by the AHA.

2: FURTHER RIGHTS AND RESTRICTIONS

Restrictions on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Rental Restrictions. You may not rent, lease or lend any copy of the Software.

Exhibit 3

Software Transfer. This license is personal to you and you may not assign or otherwise transfer all or any part of the Software or this license without the prior consent of Laerdal.

Termination. Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part.

3. COPYRIGHT

All titles and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text) and "applets", incorporated into the Software) and the accompanying printed materials are owned by Laerdal or third parties with whom Laerdal has entered into agreements. The Software is protected by copyright laws and international treaty provisions. You may not copy any printed materials accompanying the Software.

4. Intentionally Deleted

5. WARRANTY AND LIMITATION OF LIABILITY

Laerdal warrants that the Software will perform essentially in accordance with the accompanying documentation for a period of one (1) year from delivery. In the event of a failure to so perform that is not caused by accident, abuse or misapplication that is made known to Laerdal within the one (1) year period, Laerdal's sole obligation (and your sole and exclusive remedy) will be, at the option of Laerdal, to either repair the defect or replace the defective product. Laerdal's obligation hereunder will be limited to such repair or replacement.

EXCEPT AS EXPLICITLY STATED ABOVE, LAERDAL DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE, THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING MATERIAL. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDAL'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON-CONSUMER PROPERTY.

TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.

Checklist Management

Checklist Management is an "extension" of the HealthStream Learning Center. Checklist Management includes the ability to create, assign, and evaluate employees against checklists.

HealthStream Core Regulatory Library

1. Advance Directives
2. Back Safety
3. Comunicación sobre peligros - Hazard Communication
4. Confined Space Entry
5. Control of Hazardous Energy; Lockout/Tagout
6. Cultural Competence: Background and Benefits
7. Cultural Competence: Background and Benefits (CE)
8. Cultural Competence: Providing Culturally Competent Care
9. Cultural Competence: Providing Culturally Competent Care (CE)
10. Customer Service

Exhibit 3

11. Developmentally Appropriate Care of the Adult Patient
12. Developmentally Appropriate Care of the Adult Patient (CE)
13. Developmentally Appropriate Care of the Pediatric Patient
14. Developmentally Appropriate Care of the Pediatric Patient (CE)
15. Diversity in the Workplace
16. Electrical Safety
17. Emergency Preparedness
18. End-of-Life Care
19. Ergonomics
20. Fire Safety
21. General Safety
22. Hand Hygiene
23. Hazard Communication
24. Identifying and Assessing Victims of Abuse and Neglect
25. Identifying and Assessing Victims of Child Abuse and Neglect
26. Identifying and Assessing Victims of Domestic Abuse
27. Identifying and Assessing Victims of Domestic Abuse (CE)
28. Identifying and Assessing Victims of Elder Abuse and Neglect
29. Infection Control
30. Informed Consent
31. Introduction to Performance Improvement
32. Latex Allergy
33. Latex Allergy (CE)
34. Medical Equipment Safety
35. Medical Ethics
36. Medical Ethics (CE)
37. Medication Terminology: Use of Abbreviations and Symbols
38. Overview of HIV
39. Overview of HIV (CE)
40. Pain Management
41. Patient Rights
42. Performance Improvement in the Workplace
43. Personal Protective Equipment
44. Precauciones estándar. Patógenos transmitidos por sangre y otros materiales potencialmente infecciosos - Standard Precautions: Bloodborne Pathogens and Other Potentially Infectious Materials
45. Precauciones de transmisión: por vía aérea - Transmission-Based Precautions: Airborne
46. Precauciones de transmisión: Contacto y microgotas - Transmission-Based Precautions: Contact and Droplet
47. Preventing Slips, Trips and Falls in the Workplace
48. Previniendo resbalones, tropezones y caídas en el lugar de trabajo - Preventing Slips, Trips and Falls in the Workplace
49. Radiation and MRI Safety
50. Radiation and MRI Safety (CE)
51. Rapid Regulatory Compliance: Clinical I: *Compliance, Ethics, Sexual Har., Patient Rights, Informed Consent, Adv. Directives, EMTALA, Grievances, Dev. Appropriate Care, Cult. Competence, Restraint/Seclusion, Patient Abuse/Assault/Neglect*
52. Rapid Regulatory Compliance: Clinical II: *Gen/Fire/Elec/Back/Rad/MRI Safety, Ergo, Lift/Transp. Slips/Trips/Falls, Latex Allergy, HazComm, Workplace Viol., EmergPrep, Infec.Control/HAI, HandHyg, Bloodborne, StdPrec, Airborne/Contact/Droplet Prec, PPE*
53. Rapid Regulatory Compliance: Non-clinical I: *Corporate Compliance, Sexual Harassment, Patient Rights, Confidentiality, HIPAA, Grievances*
54. Rapid Regulatory Compliance: Non-clinical II: *General Safety, Fire Safety, Electrical Safety, Ergonomics, Back Safety, Hazard Communication, Security & Workplace Violence, Reporting Incidents, Emergency Preparedness, Infection Control*
55. Seguridad contra incendios - Fire Safety
56. Seguridad de la espalda - Back Safety
57. Seguridad eléctrica - Electrical Safety
58. Standard Precautions: Bloodborne Pathogens and Other Potentially Infectious Materials
59. Transmission-Based Precautions: Airborne
60. Transmission-Based Precautions: Contact and Droplet
61. Transportation & Shipping of Hazardous Materials
62. Workplace Violence

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Regulatory compliance requirements can vary across healthcare organizations. Provision of information on regulatory standards in these courses does not certify that the courses wholly or partially address all respective guidelines, standards, and measures that affect a given organization. The HealthStream Regulatory library is intended to provide a foundation for mandatory clinical and non-clinical training to healthcare employees, however it is the responsibility of each organization to review all regulatory courses to determine how the information meets their respective needs. HealthStream makes no representations or warranties that any

Exhibit 3

particular course fulfills the regulatory compliance requirement of any particular healthcare organization, as it is the organization's responsibility to make such final determinations regarding regulatory compliance requirements. The availability of i) courseware listed above and ii) continuing education is subject to change.

HealthStream Core Foundations

HealthStream Core Foundations shall mean the essential technology components that

- Enable access to syndicated content, data services, applications and member discounts.
- Manage permissions, license consumption, user identity and required continuing education reporting.
- Archive licensure information and certifications according to regulation and industry best practice.

Easy Scan Basic with Easy Instructor

Easy Scan provides the capability to automate class attendance recording using commonly available badge scanning devices. Hardware must be purchased by the Customer from a hardware vendor or retailer during the implementation process. Maintenance and support of all required hardware will be provided by the Customer's hardware vendor or retailer. HealthStream will provide maintenance and support of the Easy Scan software.

Common scanning devices include (but are not limited to) visible-light barcode readers, infrared barcode readers, RFID proximity readers, and magnetic strip readers. Please refer to Customer's badge management system vendor for support and information pertaining to their systems, or contact HealthStream for additional information.

Features include:

- Complete integration with the HealthStream Learning Center
- Administrator management and modification of badge configurations
- Scan student badges to mark attendance directly into instructor-led classes in the HealthStream Learning Center
- Use with students that are pre-enrolled in the class as well as with "walk-ins"
- Scan attendance in offline mode:
 - o Use pre-printed roster sign-up sheets with barcodes
 - o Import files containing scanned badge data captured by smart scanners or directly into text files

Easy Instructor is a mobile-optimized web site that supports attendance taking and registration for class events managed through the HLC.

HealthStream Learning Center with Authoring Center and SCORM Import Tool (HLC)

HealthStream Learning Center ("HLC") shall mean access by Customer to HealthStream's web-based Learning Management System. This Learning Management System enables Customer to deliver a variety of learning activities, create assignments, and generate configurable reports. Specific features of the HLC include:

Software as a Service ("SaaS") delivery model where HealthStream provides hardware, hosting, and site maintenance

- Authoring Center (see details below)
- SCORM Import Tool (see details below)
- Ability to create, distribute, and manage on-line content
- Ability to schedule and manage live events such as classroom-based education
- Group courses into curriculums
- Customizable catalog functionality
- Assignment engine that enables administrators to assign learning to various users
- Assessment tool for creating tests and evaluations
- Customizable CE certificate creation
- Transcript functionality
- Configurable and schedulable reports
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday, excluding HealthStream published holidays.

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The Authoring Center product includes the following items:

Exhibit 3

- Access to a secure hosting environment integrated into the HealthStream Learning Center for storing and launching HTML and other web enabled content. A list of supported file types is listed in the Authoring Center Policies attached below.
- Access to HealthStream's HTML Editor tool for creating HTML course pages that can be played and distributed through the HealthStream learning Center.
- Access to the Content Management feature that allows the organization to manage and create content for use in the HealthStream Authoring Center.
- Access to HealthStream's Public Courseware Exchange that enables an organization to post and make copies of courses created by other organizations.

By purchasing the HLC, Customer agrees to abide by HealthStream's Authoring Center policies. HealthStream reserves the right to amend and update these policies from time to time and will communicate any changes to Customer as appropriate.

HealthStream Authoring Center Policies and Guidelines

As of March, 2014

To ensure high performance standards for clients, HealthStream has adopted the following policies and guidelines for our HLC platform to:

1. Protect all customers from loading files that could threaten the integrity of the HLC.
2. Ensure the highest performance possible for our customer's authoring experience.
3. Prevent unauthorized use of the site, such as posting protected intellectual property without the owner's permission, use of the FTP site as non-authoring asset file storage, or use of files that are, in general, not being used in authored courses.

These guidelines and policies will protect your organization's investment in authored courses and provide for the best possible end-user experience.

Policies

1. No single file uploaded to the HealthStream authoring servers may be larger than 25 megabytes. Also, no course 'page' can contain assets that total more than 25 megabytes. The total disk space required by the entire course may be larger than 25 megabytes, but no single file or page can be. This policy ensures that course pages load in a timely manner for an optimal end user experience.
2. All files uploaded to HealthStream's authoring servers (authoring FTP sites) must be on the HealthStream approved file types list. This policy exists to protect all users of the HLC from the potential damage caused by malicious or carelessly constructed content. HealthStream amends our list of allowable file types from time to time and will communicate any additions or deletions from the list by updating a copy of these Authoring Policies found in the on-line help section of the HLC. Please see 'Allowable file types for authored content' below for the current list of allowable files.
3. All content must be self-authored and for internal purposes only. Except for content from the A.D.A.M. resource library, content may not be purchased from a third party and uploaded to the Authoring Center without prior written approval from HealthStream, which will be in HealthStream's sole discretion. Further, content uploaded to the Authoring Center should be for internal business purposes only and not for any commercial purposes related to your organization.
4. Only assets that will be used in authored courses may be uploaded to the HealthStream servers. Do not use HealthStream's Authoring Center for general file storage or for other unauthorized purposes.
5. Any assets loaded to HealthStream's servers that are or may be out of compliance with the policies detailed above may be deleted at HealthStream's sole discretion.
6. Courses that invoke communication features, such as email or ftp, must use standard http/https and sftp/ftp ports and must require no server side technologies such as smtp, asp, Cold Fusion, etc.
7. Customers are responsible for keeping back-up copies of all assets published to the Authoring Center. In the event that HealthStream deletes a needed file for a policy violation, restoring this file is the responsibility of the customer. Authoring servers

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Exhibit 3

should be used for content delivery and should NOT be the only servers where your files exist.

Allowable file types for authored content

HealthStream reserves the right to delete files that are not of these types for the protection of all authoring customers. Please contact HealthStream Customer Service if you have any questions about these allowable file types.

.au, audio/basic
.css, text/css
.doc,
.docm,
.docx,
.dotm application/vnd.msword
.dtx
.flv, video/x-flv
.gif, image/gif
.htm, text/html
.html, text/html
.jar, application/java-archive
.jpe, image/jpeg
.jpeg, image/jpeg
.jpg, image/jpeg
.js, application/x-javascript
.mov - quicktime movie
.mp2, video/mpeg
.mp3, audio/mpeg
.mp4
.mpa, video/mpeg
.mpv2, video/mpeg
.pdf, application/pdf
.png, image/png
.potm - PowerPoint 2007 Macro-Enabled XML Template
.potx - PowerPoint 2007 XML Template
.ppam - PowerPoint 2007 Macro-Enabled XML Add-In
.ppsm - PowerPoint 2007 Macro-Enabled XML Show
.ppsx - PowerPoint 2007 XML Show
.ppt, .pptx, application/vnd.ms-powerpoint
.pptm - PowerPoint 2007 Macro-Enabled XML Presentation
.pptx - PowerPoint 2007 XML Presentation
.swf, application/x-shockwave-flash
.txt, text/plain
.vsd, .vss, application/visio
.xhtml, text/html
.xlam - Excel 2007 XML Macro-Enabled Add-In
.xls, .xlsx, application/vnd.ms-excel
.xlsb - Excel 2007 binary workbook (BIFF12)
.xlsm - Excel 2007 XML Macro-Enabled Workbook
.xlsx - Excel 2007 XML-Enabled Sheet
.xltm - Excel 2007 XML Macro-Enabled Template
.xltx - Excel 2007 XML Template
.xml, text/html
.xsd, text/html
.zip, application/zip (Only when transporting SCORM packages)

SCORM Import Tool Policies and Guidelines

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Customer acknowledges that it will use the SCORM Import Tool only to load content for which it has a legal copyright or permission from the copyright owner to distribute within its organization. Customer and its affiliates will provide to HealthStream in writing an affirmation of its permission to distribute any copyrighted material for which it is not the copyright owner prior to loading the material to its Authoring Account. HealthStream reserves the right to deny client permission to upload any content not authored by the Customer. Further, Customer agrees to abide by all of HealthStream's Authoring Center policies as stated in this addendum and amended from time to time for the duration of its use of the SCORM Import Tool.

HealthStream's SCORM Import Tool allows Customers to import SCORM conformant content packages to the HLC for use as course

Exhibit 3

material. SCORM is an acronym for 'Sharable Content Object Reference Model.' This learning industry standard is overseen by Advanced Distributed Learning, a research group sponsored by the United States Department of Defense. After import, SCORM content objects are available from the HLC as an Authored SCORM Learning Activity.

Usage Restrictions

- SCORM packages must be standard zip files.
- SCORM packages must be less than 100 megabytes.
- The SCORM Package Import Feature may not be used to import 3rd party courses without express written permission from HealthStream.
- The Customer is responsible for providing conformant SCORM packages prior to using the SCORM Package Import Feature. HealthStream strongly recommends that the Customer use the free SCORM package testing application called 'TestTrack' that is available at www.scorm.com to test SCORM packages for conformance prior to using HealthStream's SCORM Import Tool.

HealthStream does not provide support for content created using instructional design creation tools not sold and provided by HealthStream.

Site Activation - HealthStream Learning Center

For purposes of the HealthStream Learning Center, the "Site Activation" date occurs upon completion of the following items:

- Kick-Off call has occurred.
- HealthStream Learning Center functionality has been activated on Customer's Core Foundations site and administrator has been granted access.

This Order Form and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "Agreement" or "MSA") between Customer and HealthStream, Inc. dated 02/08/2017. Notwithstanding anything to the contrary in this Order Form or the Agreement, any claim made by the Customer regarding the products purchased under this Order Form may be brought against HealthStream and would be subject to the Limitation of Liability and Governing Law terms in the Master Services Agreement between HealthStream and the Customer. In addition, the Availability and Average Response Time shall be adhered to by HealthStream as set forth in the Service Level Agreement attached as Exhibit B.

This Order Form shall constitute an amendment to the Agreement and shall be incorporated into the terms of the Agreement including all attachments and exhibits hereto and be binding on the parties. All courseware Service(s) will consist of those courses as listed for each Service on the online catalog available at <http://store.healthstream.com/> as updated from time to time.

This Order is intended by both parties to run for the full term set forth for each Service in the Order Details table above, and the parties acknowledge they are aware of the current expiration date of this Order Form and the provisions for renewal and termination set forth in the Agreement. Third party courseware runs for the full term set forth herein and is not subject to any renewal provisions set forth in the Agreement. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Service, the term of each Service license shall also expire at that time and the Customer will not recover any fees paid in advance for the Product(s) for any part of the term or quantity for that Product or those Products that go unused, except as otherwise provided in Section 10.3 of the Agreement.

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

By [Signature]
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D

Title: Executive Director

Date: 2/8/17

HealthStream, Inc.

By [Signature]

Printed Name: Michael Collier

Title: General Counsel

Date: 2/7/17

Exhibit 3

Exhibit B Service Level Agreement

Availability

For each calendar month during the term of the agreement, HealthStream shall maintain Full Availability (as defined below) at a level equal to at least ninety-nine percent (99%) of the time, measured for a 24-hour day for all calendar days of the month ("Availability Percentage"); provided, however, that each of: (i) scheduled downtime; and (ii) Internet connectivity-related interruptions outside of HealthStream's control shall be excluded from the calculation of the Availability Percentage. The Availability Percentage shall be measured by Keynote or an equivalent third-party testing service (the "Third Party Testing Service"). HealthStream shall deploy a script to be executed by the Third Party Testing Service that simulates a typical user executing the basic user interface of the LMS by sequentially executing the following six (6) steps: (1) student login; (2) user authentication; (3) building and rendering the "My Courses" page; (4) selecting, executing and rendering an on-line sample course; (5) exiting the course; and (6) logging out. The Third Party Testing Service shall execute this script every five (5) minutes of every day from ten (10) different cities during the Initial Term and any Renewal Term. "Full Availability" shall mean the Third Party Testing Service successfully completes the execution of all six (6) steps of the script within seventy-two (72) seconds of initiating the execution request.

Average Response Time

For each calendar month during the term of the agreement, HealthStream shall maintain Average Response Time (as defined below) at a level equal to or less than twelve (12) seconds, measured for a 24-hour day for all calendar days of the month; provided, however, that each of: (i) scheduled downtime; and (ii) Internet connectivity-related interruptions outside of HealthStream's control shall be excluded from the calculation of the Average Response Time. The Average Response Time shall be measured by Keynote or an equivalent third-party testing service (the "Third Party Testing Service"). HealthStream shall deploy a script to be executed by the Third Party Testing Service that simulates the basic user interface of the LMS by sequentially executing the following six (6) steps: (1) student login; (2) user authentication; (3) building and rendering the "My Courses" page; (4) selecting, executing and rendering an on-line sample course; (5) exiting the course; and (6) logging out. The Third Party Testing Service shall execute this script every five (5) minutes of every day from ten (10) different cities during the Initial Term and any Renewal Term. "Successful Execution" of the script shall mean the complete execution of all six (6) steps of the script within seventy-two (72) seconds of initiating the execution request. "Average Response Time" shall mean the calculation of the average number of seconds required for Successful Execution of the test script during each calendar month.

C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER

DATE SUBMITTED: <u>5/17/2018</u>	
MASTER ENABLING AGREEMENT REFERENCE NUMBER:	<u>Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf</u>
STATEMENT OF WORK REFERENCE NUMBER:	<u>Sierra-Cedar: 43930-Sierra-Cedar-Executed.pdf</u>
REQUEST SUBMITTED BY:	<u>Sharon Green, Account Manager, Sierra-Cedar</u>

CHANGE ORDER NARRATIVE:

THE PURPOSE OF THIS CHANGE ORDER:

Move into project scope the deployment of Workday Financial Management Multi-Book Accounting functionality replacing Single-Book Accounting functionality.

THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

There are no additional costs associated with this Change Order.

ATTACHMENTS, SCHEDULES OR TABLES:

CME

C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: 

Name: Brian E. Fees
Corporate Officer/EVP

Title: _____

Date: JAN 03 2019

CLIENT

State of Mississippi, Department of Information Technology Services

By: _____

Name: _____

Title: _____

Date: _____

Dr. LouAnn Woodward, MD

By: _____

Name: Dr. LouAnn Woodward, MD

Title: Vice Chancellor for Health Affairs and Dean, School of Medicine

Date: _____

AMC

C.2 SIERRA-CEDAR SIMPLE CHANGE ORDER

DATE SUBMITTED: <u>09/04/2018</u>	
MASTER ENABLING AGREEMENT REFERENCE NUMBER:	<u>Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf</u>
STATEMENT OF WORK REFERENCE NUMBER:	<u>Sierra-Cedar: 43930-Sierra-Cedar-Executed.pdf</u>
REQUEST SUBMITTED BY:	<u>Sharon Green, Account Manager, Sierra-Cedar</u>

CHANGE ORDER NARRATIVE:

THE PURPOSE OF THIS CHANGE ORDER:

Add to project scope the deployment of the following Workday Student functionality:

- Academic Foundation & Student Engagement
- Student Recruiting
- Admissions & Application
- Curriculum Management
- Student Records
- Academic Advising
- Financial Aid
- Student Financial Management

THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

Services will be performed and invoiced in accordance with Section 5 of the SOW.

ATTACHMENTS, SCHEDULES OR TABLES:

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf.

CME

C.2 SIERRA-CEDAR SIMPLE CHANGE ORDER

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By:  _____

Name: Brian E. Fees
Corporate Officer/EVP

Title: _____

Date: JAN 03 2019

CLIENT

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

By: _____

Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: _____

**UNIVERSITY OF MISSISSIPPI MEDICAL
CENTER**

By: _____
Authorized Signature

Printed Name: **Lou Ann Woodward, M.D.**

Title: **Vice Chancellor for Health Affairs**

Date: _____

CME

C.3 SIERRA-CEDAR SIMPLE CHANGE ORDER

DATE SUBMITTED: <u>10/24/2018</u>	
MASTER ENABLING AGREEMENT REFERENCE NUMBER:	<u>Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf</u>
STATEMENT OF WORK REFERENCE NUMBER:	<u>Sierra-Cedar: 43930-Sierra-Cedar-Executed.pdf</u>
REQUEST SUBMITTED BY:	<u>Sharon Green, Account Manager, Sierra-Cedar</u>

CHANGE ORDER NARRATIVE:

THE PURPOSE OF THIS CHANGE ORDER:

Make the following staffing updates:

- Remove Engagement Manager Sharon Antonucci, effective 08/17 /18
- Add Engagement Manager Laura Savage, effective 08/17/18
- Add Workday Senior Inventory Consultant Jay Naffziger, 07/18/18 through 07/31/19 for 20 hours a month up to 240 total hours

THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

Hourly Rate for Jay Naffziger:

- \$205/hour remote
- \$246/hour onsite

ATTACHMENTS, SCHEDULES OR TABLES:

Services will be performed and invoiced in accordance with Section 5 of the SOW.

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf.

CM

C.3 SIERRA-CEDAR SIMPLE CHANGE ORDER

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: 

Name: Brian E. Fees
Corporate Officer/EVP

Title: _____

Date: JAN 03 2019

CLIENT

State of Mississippi, Department of
Information Technology Services

By: _____

Name: Craig P. Orgeron

Title: Executive Director

Date: _____

Dr. LouAnn Woodward, MD

By: _____

Name: Dr. LouAnn Woodward, MD

Title: Vice Chancellor for Health Affairs
and Dean, School of Medicine

Date: _____



PROJECT NUMBER 43930
MASTER SUBSCRIPTION AGREEMENT
BETWEEN
WORKDAY, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

WHEREAS, the City and County of Denver, Colorado, pursuant to Request for Proposals Number 7241 (“RFP” or “the RFP”), requested proposals for the acquisition of an Enterprise Resource Planning (ERP) Financials/Human Resource Management Software, Support; and

WHEREAS, Workday was the successful proposer in an open, fair, and competitive procurement process to provide the Services described above; and

WHEREAS, ITS has the right to re-use awards made by other governmental entities when certain conditions are met; and

WHEREAS, said conditions have been met; and

WHEREAS, the State has deemed it to be in the State’s best interest to use the above referenced proposal as the basis for UMMC’s request for the acquisition of an Enterprise Resource Planning (ERP) Financials/Human Resource Management Software, Support, and Workday has agreed to provide such Service to UMMC;

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

This Master Subscription Agreement, effective as of the later of the dates beneath the parties’ signatures below (“**Effective Date**”), is by and between **Workday, Inc. (“Workday”)** a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, California 94588 and **Mississippi Department of Information Technology Services (“ITS”)**, an agency of the State of Mississippi, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 as contracting agent for **The University of Mississippi Medical Center (“Customer”)**, with offices at 2500 North State Street, Jackson, Mississippi 39216. As Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.

1.1 Workday Obligations. During the Term of this Agreement, Workday shall: (i) make the Service and improvements available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer’s instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties in accordance with this Agreement. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or

disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday (“Named Support Contacts”). Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

2. Fees.

2.1 Invoices and Payment. Subscription Service Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within forty-five (45) days from receipt of the invoice in accordance with Miss. Code Ann. §31-7-305. Workday may send all Customer invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address. Upon Workday’s request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

2.2 Non-cancelable and non-refundable. Except as specifically set forth to the contrary under Section 6.2 “Warranty Remedies”, Section 7 “Indemnification by Workday”, Section 9.2 “Termination”, Section 9.3 “Availability of Funds” and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

2.3 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.4 Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

2.5 Taxes. *This section applies only if Customer has not provided Workday with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Transaction Taxes.* The parties understand and agree that Customer is tax exempt per Miss. Code Ann. §27-65-105(a). Customer will provide Workday with a tax exempt certification document. Subscription Services Fees and all other fees invoiced pursuant to this Agreement do not include in its price any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes (“VAT”), excise, use, goods and services taxes (“GST/HST”), consumption taxes or similar taxes (collectively defined as “Transaction Taxes”). Subscription Service Fees and all other fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding taxes (collectively defined as “Taxes”). Customer is responsible for paying all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer’s address listed in the first paragraph of this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in

and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer (for itself and those of Customer's Affiliates and Authorized Parties for whom Customer enables access to the Service) a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form.

3.3 Restrictions. Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. 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.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the *Workday Security Exhibit* attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". Each year, Workday will retain a nationally recognized public accounting firm to produce such an audit report relating to the Service at Workday's cost. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. Upon Customer's request, Workday will provide Customer with a copy of Workday's then-current SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday's independent third party auditor. Workday is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("Privacy Shield") and will remain certified for the Term of the Agreement provided that the Privacy Shield is recognized by the European Commission as a legitimate basis for the transfer of Personal Data to an entity located in the United States. The *Data Processing Exhibit* attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight hours or any shorter period as may be required by Law. Additionally, each party will reasonably assist the other party in mitigating any potential damage. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it except as such costs may be allocated pursuant to Section 5.3. As soon as reasonably practicable after any such Security Breach that is not clearly attributable to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer.

5.3 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO

RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) to the best of its knowledge, the Service does not contain any Malicious Code. Workday further warrants that it will not knowingly introduce any Malicious Code into the Service. Malicious Code, no matter how introduced, will be remedied in accordance with Section 6.2.

6.2 Warranty Remedies. In the event of a breach of the warranty set forth in Section 6.1 (i) or (ii), or upon the discovery of Malicious Code in the Service, (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice through the date of remedy, if any. To receive financial warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer, but Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i) or (iii) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination."

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification.

7.1 General Obligation to Defend. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes any third party's Intellectual Property Rights; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement, pursuant to Section 7.2, of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the alleged infringement arises from: (d) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (e) use of the Service in a manner inconsistent with the Documentation; (f) use of the Service in combination with any other product or service not provided by Workday; or (g) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at either party's option and Workday's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

7.2 Consent to Defense and Settlement. In accordance with Miss. Code Ann. §7-5-1 Customer is represented by the Attorney General's Office of the State of Mississippi, who has the obligation to defend claims against Customer and, in their sole discretion, may decide either to directly defend a Claim or delegate defense to Workday in accordance with Section 7.1(b). In the event that the Attorney General decides to directly defend a Claim that Workday should be indemnifying, Workday shall not be responsible for the cost of defense and must consent to any settlement or it will not be responsible for the cost of settlement. Workday agrees that it shall not settle any claim, suit or action where it is indemnifying Customer without the prior written consent of Customer and/or the office of the Attorney General of the state of Mississippi as required, such consent not to be unreasonably refused if the settlement unconditionally releases Customer of all liability.

7.3 Workday's Defense of Infringement Claims not brought against Customer. The parties reasonably anticipate that Workday may receive infringement Claims involving the Service that do not name Customer as a defendant. The procedures in Sections 7.2 are inapplicable to Workday's defense of such Claims, provided, however, that Workday shall settle such Claims in a manner reasonably calculated to prevent a later action against Customer for the same alleged infringement arising from Customer's use of the Service.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY MISSISSIPPI LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 5.3; OR (iv) CUSTOMER'S PAYMENT OBLIGATIONS,

- (a) IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S AFFILIATES' OR THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD)
- (b) WORKDAY'S AGGREGATE LIABILITY FOR ITS BREACH OF THIS AGREEMENT (INCLUDING THE DATA PROCESSING EXHIBIT) RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, OR BREACH OF ITS SECURITY, PRIVACY AND/OR CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWENTY-FOUR (24) MONTH PERIOD).

8.2 EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER

FORM ARE EXCLUDED AS WORKDAY'S LOST PROFITS. NOTWITHSTANDING THESE EXCLUSIONS THE PARTIES UNDERSTAND THAT MISSISSIPPI LAW AND COMMON LAW MAY PRECLUDE A PARTY FROM RELYING ON ANY CONTRACTUAL DAMAGES LIMITATION LANGUAGE WITHIN AN AGREEMENT WHERE THE PARTY SEEKING TO RELY ON SUCH LIMITATION ACTS FRAUDULENTLY OR IN BAD FAITH.

8.3 DIRECT DAMAGES. SUBJECT TO SECTION 8.1 AND NOTWITHSTANDING SECTION 8.2 ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO WORKDAY'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND WORKDAY SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (ii) LEGAL FEES, INCLUDING REASONABLE ATTORNEY'S FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH AND FOR CLAIMS DEFENDED BY CUSTOMER, AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH.

9. Term and Termination.

9.1 Term of Agreement. The Term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement or any of the Order Forms,: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

9.3 Availability of Funds. It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement and any Order Form 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. Customer shall in good faith seek appropriation of funds for payment of amounts due under Order Forms. If the funds anticipated for the payment of an Order Form or 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. Customer shall have the right to immediately terminate the applicable Order Form and/or this Agreement, without penalty. The effective date of termination shall be as specified in the notice of termination. Upon termination Customer will remit all amounts due and all costs reasonably incurred through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms.

9.4 Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued and payable to Workday prior to the effective date of termination and termination for any reason other than for Workday's uncured material breach or the reasons set forth in Section 2.1 shall not relieve Customer of the obligation to pay all future amounts due under all order forms. Consistent with Miss. Code Ann. §7-7-27 Workday will issue a pro-rata refund of any unused previously paid fees.

9.5 Retrieval of Customer Data. Upon written request by Customer made prior to any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service solely for purposes of Customer retrieving Customer Data for a period of up to sixty (60) days after such request is received by Workday. After such sixty (60) days, Workday will have no obligation to maintain or provide any Customer Data

and shall thereafter, unless legally prohibited, delete all Customer Data by deletion of Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.6 Transition Period before Final Termination. Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined) pursuant to the terms of this Agreement for a transitional period of up to twelve (12) months (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees for the Service during calendar period of the Transition Period if the Order Form has fees for such calendar period, and for any portion of the Transition Period not covered by pre-negotiated fees on the Order Form, based upon the annual fees for the twelve month period immediately preceding the termination date plus an additional five percent (5%). During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer, Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further services, and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

9.6 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Workday Obligations"; (ii) Section 3.2 "Grant of Rights"; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

10.2 Insurance. Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Workday services are to be performed.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

10.3 Notices. All notices under this Agreement shall be in writing and (a) personally delivered; (b) sent by electronic means provided that the original of such notice is sent by another means permitted in this Section 10.3; (c) certified United States mail, postage prepaid, return receipt requested, or (d) 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: UMMC, Office of General Counsel, 2500 North State Street, Jackson, MS 39216. Workday's address for notice is: General Counsel, Workday, Inc. 6230 Stoneridge Mall Road, Pleasanton, CA 94588 . Notice shall be deemed given when actually received or when refused if it is properly addressed. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), and/or, where Workday is in compliance with its security and backup obligations under this Agreement, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Mississippi, without regard to its conflicts of laws rules.

10.8 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

10.9 Federal Government End Use Provisions (if applicable). Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

10.10 Use by other Entities. The parties agree that other public entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.

10.11 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials, including but not limited to white papers. Notwithstanding the foregoing, Workday may use Customer's name but not its logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.12 Miscellaneous. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

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

10.14 Contracting 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 Customer's or Workday's contractual obligations, financial or otherwise, contained within an Order Form or 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. ITS is acting as a procurement agent and is not entitled to utilize the Service for its internal purposes or to provide directions to Workday in conjunction with Workday's routine provision of the Service to The University of Mississippi Medical Center.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer's or an authorized Affiliate's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions, and pricing of this Agreement (but not its existence or parties), subject to Section 4.3 which has specific conditions under which the terms, conditions, and pricing of this Agreement may be published or provided to third parties in accordance with Mississippi law.

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorized Parties relating to the operation or functionality of the Service.

"Documentation" means Workday's electronic Administrator Guide for the Service (formerly known as the User Guide), which may be updated by Workday from time to time.

"Employee" or **"Worker"** means actual or prospective employees, students, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The Order Form defines how the Employee count is calculated for subscription fee purposes.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

“**Order Form**” means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

“**Personal Data**” means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data within the Workday Service to enable Workday to Process the data on its behalf.

“**Production**” means the Customer’s or an Employee’s use of or Workday’s written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer’s books/records; or (iii) in any decision support capacity.

“**Security Breach**” means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

“**Service**” means Workday’s software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

“**SLA**” means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time. No update shall materially diminish Workday’s responsibilities under the Workday Production Support and Service Level Availability Policy.

“**Subscription Service Fee**” means all amounts invoiced and payable by Customer for the Service.

“**Tenant**” means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

“**Tenant Base Name**” is a naming convention that will be used in all of the tenant URLs provided by Workday, as specified in Customer’s initial Order Form subscribing to the Service, and which shall remain constant throughout the Term.

“**Term**” has the meaning set forth in Section 9.1.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center **Workday, Inc.**

Signature

Signature

Name: Craig P. Orgeron, Ph.D.

Name

Title: Executive Director

Title

Date Signed

Date Signed

Approved as to Legal Form by:

WORKDAY SLA SERVICE CREDIT EXHIBIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- b. Second month in a rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service application
- c. Third month in a rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service application
- d. Fourth month in a rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service application
- e. Fifth month in a rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service application
- f. Sixth month in a rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service application
- g. More than three months in a rolling six (6) month period: Within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.



Workday Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Workday Master Subscription Agreement.

1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.5%.

Service Availability is calculated per month as follows:

$$((\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance})) \times 100 \geq 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 2:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern) on Saturday. All times are subject to change upon thirty (30) days' notice provided in the Workday Community (<https://community.workday.com>) and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday production tenants at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center (the Workday case management system).

3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Workday Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion. Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (<https://community.workday.com>). Feature Releases will be performed during a weekend within any Planned Maintenance.

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday production tenants



Workday Production Support and Service Level Availability Policy (SLA)

in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday production tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday production tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday production tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time when Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

In the event of a Severity Level 1 or 2 issue, if Customer is not satisfied with the progress of the case, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday support senior management is notified and a Workday escalation manager is assigned to work with Customer until the escalation is resolved.



Workday Production Support and Service Level Availability Policy (SLA)

Severity Level 1:

- **Definition:** The Workday Service is unavailable or a Workday issue prevents timely payroll processing, tax payments, entry into time tracking and/or financials closing (month-end, quarter-end or year-end).
- **Workday Response Commitment:** Workday will respond within thirty (30) minutes of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- **Definition:** The Workday Service contains an issue that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- **Definition:** The Workday Service contains an issue that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.



Workday Production Support and Service Level Availability Policy (SLA)

Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5 (Including Customer Care and Operations Requests):

- **Definition:** Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Workday Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution Commitment:** Workday will respond to request. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Commitment:** Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) Force Majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday Community.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.



Security Exhibit

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data or Professional Services Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data or Professional Services Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data or Professional Services Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data or Professional Services Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training.** A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
 - a) Training on how to implement and comply with its Information Security Program;
 - b) Promoting a culture of security awareness through periodic communications from senior management with employees.
2. **Access Controls.** Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the production data center or the facility housing Workday's SFTP Server, if applicable, is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:
 - a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
 - b) Camera surveillance systems at critical internal and external entry points to the data center;
 - c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
 - d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any Security Breach. Such procedures include:
 - a) Roles and responsibilities: formation of an internal incident response team with a response leader;



Security Exhibit

- b) Investigation: assessing the risk the incident poses and determining who may be affected;
 - c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data or Professional Services Data;
 - d) Recordkeeping: keeping a record of what was done and by whom to help in later analysis and possible legal action; and
 - e) Audit: conducting and documenting root cause analysis and remediation plan.
5. **Contingency Planning.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
- a) Data Backups: A policy for performing periodic backups of production file systems and databases or Professional Services Data on Workday's SFTP Server, as applicable, according to a defined schedule;
 - b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
 - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
 - ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
 - c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
6. **Audit Controls.** Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information.
7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data or Professional Services Data and protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security.** Security measures to guard against unauthorized access to Customer Data or Professional Services Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data or Professional Services Data stored on desktops, laptops or other removable storage devices.
9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Customer Data or Professional Services Data, taking into account available technology so that Customer Data or Professional Services Data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:
- a) Designating a security official with overall responsibility;
 - b) Defining security roles and responsibilities for individuals with security responsibilities; and
 - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.
11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Where applicable, such testing includes:



Security Exhibit

- a) Internal risk assessments;
 - b) ISO 27001 and ISO 27018 certifications; and
 - c) Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports (or industry-standard successor reports)
- 12. Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
- a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - b) Reviewing privileged access to Workday production systems; and
 - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
- 13. Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases. Such policies and procedures include:
- a) A process for documenting, testing and approving the patching and maintenance of the Service;
 - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
 - i) Cross-site request forgery
 - ii) Services scanning
 - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iv) XML and SOAP attacks
 - v) Weak session management
 - vi) Data validation flaws and data model constraint inconsistencies
 - vii) Insufficient authentication
 - viii) Insufficient authorization
- 14. Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
- a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data or Professional Services Data;
 - b) Security and data privacy regulations applicable to Workday; and
 - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.
- 15. Devices.** All laptop and desktop computing devices utilized by Workday and any subcontractors when accessing Customer Data or Professional Services Data:
- a) will be equipped with a minimum of AES 128 bit full hard disk drive encryption;



Security Exhibit

- b) will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and
- c) shall maintain virus and malware detection and prevention software so as to remain on a supported release. This shall include, but not be limited to, promptly implementing any applicable security-related enhancement or fix made available by supplier of such software.

Definitions

“Professional Services” means consulting or professional services provided to Customer under an agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Lifecycle Deployment Program Terms and Conditions, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Attachment, and/or the Consulting and Training Addendum and Amendment.

“Professional Services Data” means electronic data or information that is provided to Workday under a Professional Services engagement with Workday for the purpose of being input into the Workday Service, or Customer Data accessed within or extracted from the Customer’s tenant to perform the Professional Services.

“SFTP Server” means a Secure File Transfer Protocol server or its successor provided and controlled by Workday to transfer the Professional Services Data between Customer and Workday for implementation purposes.



DATA PROCESSING EXHIBIT

This Data Processing Exhibit (“DPE”) forms part of the Master Subscription Agreement between Workday and Customer (the “Agreement”) under which Workday provides the Workday Service to Customer.

Designated Data Center Location: United States

1. Definitions

Unless otherwise defined below, all capitalised terms have the meaning given to them in the Master Subscription Agreement and/or exhibits thereto.

“**Additional Products**” means products, services and applications (whether made available by Workday or a third party) that are not part of the Service.

“**Customer Audit Program**” means Workday’s optional, fee-based customer audit program as described in the Order Form for Audit Program.

“**Data Controller**” means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**EU Data Protection Laws**” means: (i) up to 25 May 2018, the Data Protection Directive 95/46/EC; and (ii) from 25 May 2018 onwards, the General Data Protection Regulation (EU) 2016/679.

“**Data Protection Laws**” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, EU Data Protection Laws, and implementations of EU Data Protection Laws into national law.

“**Data Subject**” means the person to whom the Personal Data relates.

“**EEA**” means the European Economic Area.

“**Personal Data**” means any Customer Data that relates to (i) an identified or identifiable natural person or, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data under applicable Data Protection Laws).

“**Processing or Process**” means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“**Subprocessor**” means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

“**Valid Transfer Mechanism**” means a data transfer mechanism permitted by EU Data Protection Laws as a lawful basis for transferring Personal Data to a recipient outside the EEA.

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday in the course of providing the Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor, Processing Personal Data on Customer’s behalf.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer’s instructions. Customer instructs Workday to Process Personal Data to provide the Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Workday to Process Personal Data, however



DATA PROCESSING EXHIBIT

Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer's industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

3. Subprocessors

3.1 Use of Subprocessors. Customer agrees that Workday and Workday Affiliates may engage Subprocessors to Process Personal Data. Workday or the relevant Workday Affiliate shall ensure that such Subprocessor has entered into a written agreement requiring the Subprocessor to abide by terms no less protective than those provided in this DPE. Upon Customer's request, Workday will make available to Customer a summary of the data processing terms. For the avoidance of doubt, the data processing terms that apply to Workday Affiliates when Processing Personal Data as a Subprocessor are those set out in this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer through Workday's customer website a list of Subprocessors authorized to Process Personal Data ("**Subprocessor List**") and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within the EEA or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify the Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and the Customer may immediately discontinue using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Service that were to be provided after the effective date of termination.

4. Data Center Location and Data Transfers

4.1 Storage of Personal Data. Personal Data will be housed in data centers located in the Designated Data Center Location set forth herein unless the parties otherwise expressly agree in writing.

4.2 Access to Personal Data. Notwithstanding Section 4.1, in order to provide the Service Workday and its Subprocessors will only access Personal Data from (i) countries in the EEA, (ii) countries formally recognized by the European Commission as providing an adequate level of data protection ("**Adequate Countries**") and (iii) the United States provided, in this case, that Workday makes available to Customer a Valid Transfer Mechanism. When Workday or its Subprocessors access Personal Data from outside the Designated Data Center Location for the purposes set forth above, Customer agrees that Personal Data may be temporarily stored in that country.

4.3 Privacy Shield. Workday, Inc. is self-certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce ("**Privacy Shield**") and complies with their requirements for handling, collecting and transferring Personal Data from the EEA and Switzerland to the United States in connection with the Service. Workday will remain certified for the term of the Agreement provided that the Privacy Shield is recognized as a Valid Transfer Mechanism.



DATA PROCESSING EXHIBIT

5. Rights of Data Subjects

5.1 Correction, Deletion or Restriction. Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability within the Service to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer's behalf if such functionality is not available within the Service (with the choice between (i) and (ii) being at Workday's discretion).

5.2 Access to Personal Data. To the extent a Data Subject's Personal Data is not accessible to Customer through the Service, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

5.3 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or restriction of that person's Personal Data ("**Data Subject Request**"). If Workday receives a Data Subject Request, Workday shall promptly redirect the Data Subject to Customer.

5.4 Data Portability. During the term of the Agreement, Customer may extract Personal Data from the Service in accordance with the Documentation and the relevant provisions of the Agreement, including so that Customer can provide the Personal Data to an individual who makes a data portability request under EU Data Protection Laws.

6. Government Access Requests

Unless prohibited by applicable law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by government agency or law enforcement authority for access to or seizure of Personal Data.

7. Workday Personnel

Workday shall take reasonable steps to require screening of its personnel who may have access to Personal Data, and shall require such personnel to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data and sign confidentiality agreements with Workday. Such confidentiality obligations shall survive the termination of employment.

8. Security

8.1 Breach Notification. Workday shall promptly notify Customer of any Security Breach in accordance with the relevant provisions of the Agreement.

8.2 Security Program. Workday shall implement appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data as set forth in the Security Exhibit.

9. Audit

Customer agrees that, except as otherwise provided in this Section, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or data protection authority requires additional information or an audit related to the Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

10. Return and Deletion of Personal Data

Upon termination of the Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.



DATA PROCESSING EXHIBIT

11. Additional Products

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Workday to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. This DPE does not apply to the Processing of Personal Data by Additional Products which are not part of the Service.

12. Additional European Terms

12.1 Subject-Matter, Nature, Purpose and Duration of Data Processing. Workday will Process Personal Data to provide the Service (operation and maintenance of a software-as-a-service application). The duration of Processing Personal Data shall be for the term of the Agreement.

13. General Provisions

13.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE.

13.2 Disclosure of DPE Terms. Customer or its Affiliates may only disclose the terms of this DPE to a data protection regulatory authority to the extent required by law or regulatory authority, such as notifications or approvals. Furthermore, Customer shall take reasonable endeavours to ensure that data protection regulatory authorities do not make this DPE public, including: (i) marking copies of this DPE as "Confidential and Commercially Sensitive"; (ii) requesting return of this DPE once the regulatory notification has been completed or approval granted; and (iii) requesting prior notice and consultation before any disclosure of this DPE by the regulatory authority.

13.3 Termination. The term of this DPE will end simultaneously and automatically with the termination of the Agreement, but Workday will continue to protect Personal Data in accordance with the terms of this DPE until all Personal Data is deleted from Workday's systems.

13.4 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

13.5 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. the Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

13.6 Remedies. Customer's remedies (including those of its Affiliates) with respect to any breach by Workday or its Affiliates of the terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

13.7 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

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**ORDER FORM # 00134657.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)
Subscription / Workday Student Service – Education & Government**

Customer Name	State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties’ signatures below
Order Term	January 19, 2018 through January 18, 2023
Order Term in Months	60
Currency	USD
Total Subscription Fee	10,249,220

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	1,024,922
2	Due on July 19, 2018	1,024,922
3	Due on first anniversary of the Order Term start date	2,049,844
4	Due on second anniversary of the Order Term start date	2,049,844
5	Due on third anniversary of the Order Term start date	2,049,844
6	Due on fourth anniversary of the Order Term start date	2,049,844
	Total Subscription Fees	10,249,220

Workday Service SKU Table 1: Items in this table were included in the scope of RFP 7241.

Baseline FSE Worker Count by SKU		
SKU	Service	Baseline FSE Worker Count for Order Term
HCM	Human Capital Management	9,321
CCB	Cloud Connect for Benefits	8,674
USP**	Payroll for United States	9,321
PRO*	Procurement	9,321
FIN*	Core Financials	9,321
GM*	Grants Management	9,321
	Total SKU’s Pricing for ACV	\$1,312,157

Workday Service SKU Table 2: Items in this table were not included in the scope of RFP 7241.

Baseline FSE Worker Count by SKU		
SKU	Service	Baseline FSE Worker Count for Order Term
REC*	Recruiting	9,321
INV*	Inventory	9,321
EXP	Expenses	4,000
	Total SKU’s Pricing for ACV	\$497,687

*Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.

**Customer agrees that at all times, the aggregate total number of Additional FSE Workers for Payroll for all Workday Payroll applications and Cloud Connect for Third Party Payroll must be equal to the then-current number of Permitted FSE Workers for HCM minus Contingent Workers and Former Workers With Access.

Annual Fee per Additional FSE Worker per SKU	
HCM, USP, PRO, FIN, GM, REC, INV (combined)	175.03
CCB	11.32
EXP	20.05

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Workday Service SKU Table 3: Items in this table were not included in the scope of RFP 7241.

SKU	Service	Baseline FTE Student Count for Order Term
WSS	Workday Student Service	1,968
Total SKU's Pricing for ACV		\$240,000

Annual Operating Budget
\$1,600,000,000

Annual Subscription Fee per Additional FTE Student	Fee
WSS	121.95

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Tenant Base Name*	ummc
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*Tenant Base Name is the naming convention that will be used in all of the Tenant URLs provided by Workday, which shall remain constant.

Customer Contact Information	Billing	Customer Support
Contact Name	Paul Veregge	Paul Veregge
Street Address	2500 N State St	2500 N State St
City/Town, State/Region/County, Zip/Post Code, Country	Jackson MS 39216 United States	Jackson MS 39216 United States
Phone/Fax #	(601) 984-1000	(601) 984-1000
Email (required)	paul.veregge@umc.edu	paul.veregge@umc.edu

This Order Form is valid and binding as of the later of the dates of the parties' signatures and is subject to and governed by the MSA. The parties agree to the terms in the attached Addendums A and B. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

Exhibit 5



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IN WITNESS WHEREOF, this Order Form is entered into as of the Order Effective Date.

State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center **Workday, Inc.**

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date Signed	_____ Date Signed



ADDENDUM A ADDITIONAL ORDER FORM TERMS

1. **General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. References to “annual” or “year” in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the “Baseline FSE Worker Count by SKU” table (“**FSE Workers**”) as described in Workday Service SKU table 1 in addition to the Full Time Equivalent Students as set forth in the “Baseline FTE Student Count for Order Term” (“**FTE Students**”) as described in Workday Service SKU table 2. FSE Workers and FTE Students may not be decreased during the Order Term. In all places in the MSA where the term “Authorized Parties” is used, it is agreed that Authorized Parties for use of Workday Student can include enrolled students of Customer, prospective students, applicants, parents of students, parents of applicants, former students, and alumni. The counting of FTE Students as described in Section 3 below includes only enrolled students and does not include prospective students, applicants, parents, former students, or alumni.

2. **FSE Workers related to Workday Service SKU Tables 1 and 2.** FSE Workers are calculated by mapping Customer’s workers to each worker category below and then multiplying the number by the applicable percentage rate and then adding totals for each category of worker.

Sample Total FSE Worker Calculation:

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	8,568	100.0%	8,568
Part-Time Employees	1,429	25.0%	358
Associates	3,155	12.5%	395
Former Workers with Access	0	2.5%	0
Totals:	13,152		9,321

The Service may be used by Customer only for the following categories of Employees/Workers:

“**Full-Time Employee**” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“**Part-Time Employee**” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“**Associate**” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

“**Former Worker With Access**” is a former worker that continues to have access to the Service through the Employee Self-Service features.

Static Records related to former Workers may be maintained in the Service but shall be excluded from the calculation of FSE Workers. A “Static Record” is a record in the Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are “Active Records”.

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3. FTE Students related to Workday Service SKU Table 3. FTE Students are calculated by mapping students to each student category below and then multiplying the number by the applicable percentage rate and then adding totals for each category of student.

Sample Total FTE Student Calculation:

Student Category	Applicable Number	Applicable Percentage	FTE Student Calculation
Full Time Equivalent Students reported to IPEDS	1,968	100%	1,968
Students not reported to IPEDS	0	25%	0
Total	1,968		1,968

“**Full Time Equivalent Students reported to IPEDS**” is the total of the Full Time Equivalent Students most recently reported to the United States Department of Education through the IPEDS survey, utilizing the higher of the IPEDS FTE calculated using the instructional hours and full-time and part-time reporting methods calculation for IPEDS FTE. In the event that the IPEDS report is discontinued or Customer ceases reporting to IPEDS, Full Time Equivalent Students reported to IPEDS shall be calculated for all students who are physically present at Customer’s facilities or enrolled in a degree-seeking course with instructional hours by utilizing the most recent instructional hours IPEDS FTE calculation.

“**Students not reported to IPEDS**” is the total of individual students whose records are in active status in the Service and who are not included in the IPEDS reporting.

4. Growth. Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU and report the numbers no later than 30 days prior to the anniversary of the Order Term start date, as well as its IPEDS numbers for its most recent “as-of” October 15 IPEDS count date (“**Annual Reporting Date**”). If Customer has any one-time addition of workers or students (e.g., M&A) that would increase FSE Workers or FTE Students by 5% or more, Customer must report the number of additional workers or students 30 days prior to the date the workers are added to the Service (“**Growth Event Reporting Date**”). In each case, Customer must report the numbers to subscriptions@workday.com and Workday will determine the extent that the reported numbers exceed FSE Workers or FTE Students by applying the calculation described in Section 2 and 3 (such excess, “**Additional FSE Workers**” or “**Additional FTE Students**”).

Customer agrees to pay fees for the Additional FSE Workers or FTE Students for each SKU to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers or Students are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date (each a “**Reporting Period**”) at the Annual Fee per Additional FSE Worker per SKU or Annual Fee per Additional FTE Student set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with * in the Baseline FSE Worker Count by SKU table. Customer agrees to execute an Order Form documenting the additional fees due pursuant to this section.

5. Renewal. Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single five-year renewal term (“**Renewal Term**”) at the below pricing:

Renewal Term years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1.02 + CPI)
2nd year of Renewal Term	Previous year subscription fee x (1.02 + CPI)
3rd year of Renewal Term	Previous year subscription fee x (1.02 + CPI)
4th year of Renewal Term	Previous year subscription fee x (1.02 + CPI)
5th year of Renewal Term	Previous year subscription fee x (1.02 + CPI)

“**Base Subscription Fee**” means the Total Subscription Fee for the last 12 months of the Order Term (**\$2,049,844**). The Annual Fee per Additional FSE Worker per SKU and Annual Subscription Fee per Additional FTE Student for

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the Renewal Term shall be increased by the same percentage as the **Annual Renewal Subscription Fee** per year in the table immediately above and averaged over the number of years in the Renewal Term. All fees for the Renewal Term will be paid in equal payments and are due by the first day of each corresponding year of the Renewal Term. If Customer wishes to procure any SKUs, FSE Workers or FTE Students for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

“CPI” means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

6. Service Credits. Workday will provide SLA Service Credits as set forth in the MSA.

7. Additional Terms Applicable to Workday Student Service. Workday Student is not part of the Lifecycle Deployment Program. Workday may introduce additional components that will be sold separately for additional fees; the subscription to Student does not include those additional, separately sold and priced components. If Workday divides the core features listed in this paragraph into separate SKUs, Customer shall receive the rights to use such separate SKUs at no additional fee. A separate Order Form may be required to document such changes. Notwithstanding the foregoing, Customer shall not receive the rights to any new or separate components of the Service that were not a part of the Service described on this Order Form and for which Workday charges its customers an additional fee. Customer understands that the ability to track information about its faculty members and other workers is delivered through the features in the Workday HCM product, which requires a separate subscription.

8. Option to Acquire Additional Service Applications. At any time prior to the second anniversary of this Order Effective Date (the “Option Expiration Date”), Customer may acquire a subscription for the specific application(s) listed below for at least the minimum permitted number of FSE Workers as set forth below at the annual subscription fee rate set forth below. Any standard applicable terms of subscription for the Service applications acquired will apply. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice by the Option Expiration Date and a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Minimum Number of Permitted FSE Workers	Fees per Additional FSE Worker (Annualized Rate)
TT	Time Tracking	4,000	32.38
PRJT	Projects	4,000	37.72
LRN*	Learning	9,321	20.05
PLN*	Planning	9,321	20.05
PRA*	Prism Analytics	9,321	24.74

*Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.



ADDENDUM B WORKDAY SERVICE SKU DESCRIPTIONS

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

Human Capital Management

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Cloud Connect for Benefits

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

Workday Payroll for US

Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Workday Payroll for Canada

Workday Payroll for Canada supports the creation and management of Payroll for Canadian employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, income withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Create record of employment data. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Workday Payroll for the United Kingdom

Workday Payroll for the United Kingdom supports the creation and management of Payroll for United Kingdom employees. Configure earnings, deductions, accumulations, and balances. Manage worker payment elections and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Identify company tax data. Manage worker tax, national insurance, student loan and court order deductions and statutory payments associated to birth and adoption. Manage standard employee tax reporting including RTI.

Workday Payroll for France

Workday Payroll for France supports the creation and management of Payroll for French employees. Configure earnings, deductions, accumulations, and balances. Calculate, review/audit, and complete payrolls and settlement runs. Manage URSSAF, pôle emploi and ARRCO-AGIRC contributions, loans and advances, and withholding orders deductions. Create and manage Healthcare/Disability/Contingency "Prévoyance" contributions. Manage DSN reporting.

Cloud Connect for Third-Party Payroll

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).



Time Tracking

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

Projects

Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

Project Billing

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

Learning

Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

Expenses

Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Procurement

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

Financial Performance Management

Workday Financial Performance Management provides financial consolidation, financial reporting and management reporting. Workday Financial Performance Management includes a connector that facilitates integration of accounting entries from third-party accounting and general ledger systems. Workday Financial Performance Management enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes including the ability to create baseline budgets, planning models, and forecast scenarios. Workday Financial Performance Management may not be used as a transaction system and does not include contracts, billing, business asset accounting or tracking, cash management, customer accounts, revenue recognition, or supplier accounts.



Upgrade Planning to Financial Performance Management

Workday Financial Performance Management provides financial consolidation, financial reporting and management reporting. Workday Financial Performance Management includes a connector that facilitates integration of accounting entries from third-party accounting and general ledger systems. Workday Financial Performance Management enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes including the ability to create baseline budgets, planning models, and forecast scenarios. Workday Financial Performance Management may not be used as a transaction system and does not include contracts, billing, business asset accounting or tracking, cash management, customer accounts, revenue recognition, or supplier accounts.

Core Financials

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

Grants Management

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

Planning

Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.

Recruiting

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

Prism Analytics *(if and when available)*

Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.

Prism Analytics Capacity Unit *(if and when available)*

Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.

Workday Student Service

Workday Student supports academic institutions in student recruiting, student application processing and admissions, managing courses, programs, enrollment and student records, academic advising, tracking financial aid, and managing student financial accounts. Workday Student includes dashboards and reports to support institutional effectiveness.

Exhibit 5



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**ORDER FORM # 00137144.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

Customer Name	State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties’ signatures below
Currency	USD
Total Training Fees	309,532

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	170,892
2	Due on first anniversary of the Order Term start date	34,660
3	Due on second anniversary of the Order Term start date	34,660
4	Due on third anniversary of the Order Term start date	34,660
5	Due on fourth anniversary of the Order Term start date	34,660
	Total Subscription Fees	309,532

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	570	239	136,230

SKU	Training Offering	Annual Rate	Years	Quantity	LOD Fees for Order Term
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	5	1	25,000
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	5	1	25,000
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	5	1	25,000
LODEG10	Learn On-Demand – Education & Government Library 10 Initial Users	5,000	5	1	25,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	5	1	25,000
Total LOD Fees for Order Term					125,000
LOD Order Term: January 19, 2018 through January 18, 2023					

SKU	Training Offering	Total Number of FSE Workers	AK Fees for Order Term
AK	Adoption Kit	9,321	48,302
AK Order Term: January 19, 2018 through January 18, 2023			

Exhibit 5



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The link to the LOD and Adoption Kit offerings will be delivered to the respective LOD and Adoption Kit Named User designated below. The Customer is responsible for providing accurate email addresses below.

Customer Contact Information	Billing	LOD Named User/ Training Coordinator	Adoption Kit Named User
Contact Name	Paul Veregge	Paul Veregge	Paul Veregge
Street Address	2500 N State St	2500 N State St	2500 N State St
City/Town, State/Region/ Zip/Post Code Country	Jackson MS 39216 United States	Jackson MS 39216 United States	Jackson MS 39216 United States
Phone/Fax #	(601) 984-1000	(601) 984-1000	(601) 984-1000
Email (required)	paul.veregge@umc.edu	paul.veregge@umc.edu	paul.veregge@umc.edu

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the “**Order Effective Date**”, defined above.

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

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



ADDENDUM A ADDITIONAL ORDER FORM TERMS – TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail.

1. Training Terms. The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday’s current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee.

2. Training Credit Bulk Purchase Option. Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaids for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 – 25	USD \$ 650
26 – 50	USD \$ 630
51 – 75	USD \$ 610
76 – 100	USD \$ 590
101-249	USD \$ 570
250+	USD \$ 550

3. On-Site Training Terms. On-site training at Customer’s site is subject to Workday’s approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.

4. Learn On-Demand Terms. The first **Learn On-Demand** (“LOD”) SKU of each Library purchased by Customer is for ten (10) Named Users. Each “**5 Additional Users**” SKU is for five (5) additional Named Users for the stated Library. A “**Library**” is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii) “Financials”, (iv) “Workday Payroll”, and (v) “Education & Government”. A “**Named User**” is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted

Exhibit 5



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without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above

5. Adoption Kit Terms. The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday's underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits ("Adoption Kit Improvements"). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.

6. Miscellaneous Training Terms. Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.

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**ORDER FORM # 00138732.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)
DELIVERY ASSURANCE - FIXED FEE**

Customer Name	State of Mississippi, Department of Information Technology Services, on behalf of The University of Mississippi Medical Center
MSA Effective Date	See MSA Executed herewith
Order Effective Date	The later of the dates beneath the parties’ signatures below
Order Term	Sixteen-month period beginning on the Order Effective Date
Currency	USD
Total Consulting Fee	\$365,055

SKU	Consulting Engagement Type
DA	Delivery Assurance Checkpoint Reviews
DAPM	Delivery Assurance Project Management Reviews

The DA reviews will be limited to typical deployment activities only for the following:

Service SKUs in Deployment Scope	HCM;USP;EXP;PRO;FIN;GM;REC;INV
Number of Deployment Weeks	70
Number of Countries in Scope for Absence	1
Number of Performance Plans in Scope	6
Number of Compensation Plans in Scope	15
Number of Benefit Plans in Scope	45
Number of Partner-Built Integrations in Scope	20
Service SKUs in Deployment Scope	WSS
Number of Deployment Months	24
Number of Partner-Built Integrations in Scope	30

Customer Contact Information	Billing
Contact Name	Paul Veregge
Street Address	2500 N State St
City/Town, State/Region/County, Zip/Post Code, Country	Jackson MS 39216 United States
Phone/Fax #	(601) 984-1000
Email (required)	paul.veregge@umc.edu

Fees and Payment. This Order Form is for Workday’s standard delivery assurance consulting services to be provided during the Order Term on a fixed fee basis. The fixed fee amount does not include related travel and expenses. The Total Consulting Fee set for above will be invoiced upon execution of this Order Form. Expenses will be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.

Exhibit 5



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IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the **Order Effective Date**, defined above.

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

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



ADDENDUM A ADDITIONAL ORDER FORM TERMS – DELIVERY ASSURANCE

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “**Agreement**”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

I. Description of Consulting Activities

A. Configuration Checkpoint Reviews (DA):

1. Configuration Prototype Tenant: This is a detailed review of the configuration of Customer’s prototype tenant that will be used for system testing. Workday’s Delivery Assurance team will review the configured application and document the findings for review by the Project Consultant, Project Manager, and Customer. Workday will utilize proprietary tools in the performance of these reviews wherever possible.
2. Pre-Production Tenant: This is a detailed review of the configuration of the Customer pre-production tenant that will be moved into Production. Workday’s Delivery Assurance team will review the pre-production tenant and document the findings for review by the Project Consultant, Project Manager, and Customer. This review is conducted before the pre-production tenant is moved into Production. It serves as a final quality review of the tenant configuration. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

B. Integration Checkpoint Reviews (DA) for Partner-Built Integrations:

1. Architect Stage: For Partner-Built Integrations – Workday’s Delivery Assurance team reviews the approach for all partner-built integrations in scope and determines which integrations will require build reviews. The integration approach is then discussed in a meeting with the Project Manager, Project Consultants and Customer. The integration architect review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities such as reviewing the integration approach for functional use cases, data mapping, performance, and scalability. The review is performed prior to the build stage, although prototyping may occur during the architect stage. Workday will utilize proprietary tools in the performance of these reviews wherever possible.
2. Build Stage: Workday’s Delivery Assurance team reviews the development of partner-built integrations identified in the Approach review as requiring a build review. The integration builds are then discussed in a consolidated meeting with the Project Manager, Project Consultants and Customer. The integration build review is a code and configuration review of integrations in scope for the build review and includes review of integration configurations such as attributes, maps, field overrides, and a code review for integrations such as Studio projects, XSLT for Enterprise Interface Builder. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

C. Delivery Assurance Project Management Reviews:

1. Plan Reviews: Workday’s Delivery Assurance Manager will review the Project Initiation documents and Cutover Plan to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.
2. Periodic check-in calls: Workday’s Delivery Assurance Manager will conduct scheduled calls to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.
3. Operational Readiness Review: Workday’s Delivery Assurance Manager will review the Operational Readiness Checklist completed by the Customer and provide recommendations based upon Workday’s standard deployment methodology.
4. Other Activities: Workday’s Delivery Assurance Manager will participate in project activities such as steering committee meetings and additional project related activities, such as project status meetings, as needed. Participation estimates are based on the Workday Delivery Assurance Manager attending one steering committee meeting and a one-hour periodic project status meeting each month during the project.



II. Conditions

- A. Workday anticipates that the reviews included in this Order Form will be performed 100% offsite. Any onsite work will be agreed to by both parties.
- B. Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's responsibilities hereunder are delayed for any reason, Customer understands that Workday's ability to staff the project may be impacted, a change order may be required and additional fees may be due. The fees are based on the deployment scope described in this Order Form and only cover work performed during the Order Term. Any changes to the scope may impact both the time required to complete the reviews and the total fees. If Customer desires any changes to the scope, the additional work will be subject to a separate Order Form. This Order Form is non-cancelable and fees are non-refundable.

III. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews or guidance, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights.

IV. Warranty and Disclaimer

This Order Form is for professional services rather than the Service. Accordingly, the warranties in the Agreement are inapplicable. Instead, Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the review. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REVIEWS AND GUIDANCE.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
MARCH 21, 2019**

**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE
FEBRUARY 21, 2019 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 WHICH STATES:

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

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.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
MARCH 21, 2019**

ALCORN STATE UNIVERSITY

1. ASU- GS 101-310 – New Faculty and Staff Housing

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 \$8,720,800.00 to the apparent low bidder, Ergon Construction Group, Inc.

Approval Status & Date: APPROVED, February 13, 2019

Project Initiation Date: April 20, 2017

Design Professional: Architecture South

General Contractor: Ergon Construction Group, Inc.

Total Project Budget: \$10,000,000.00

DELTA STATE UNIVERSITY

1. DSU– GS 102-258 – Sillers Coliseum Renovations

NOTE: This is a Bureau of Building project

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

Approval Status & Date: APPROVED, March 5, 2019

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 & Engineers, P.A.

Approval Status & Date: APPROVED, March 5, 2019

Project Initiation Date: October 16, 2014

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.

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General Contractor: TBD
Total Project Budget: \$2,850,000.00

JACKSON STATE UNIVERSITY

2. JSU– GS 103-283 – Campus Mechanical Improvements

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$222,976.62 and one hundred five (105) additional days to the contract of McLain Plumbing & Mechanical Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, February 19, 2019

Change Order Description: Change Order #2 includes the following items: controls allowance credit; added an additional electrical panel in the library; replaced the secondary pump; replaced existing pumps in a building; and one hundred five (105) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$265,528.02.

Project Initiation Date: October 16, 2014

Design Professional: Engineering Resource Group, Inc.

General Contractor: McLain Plumbing & Mechanical Services, Inc.

Total Project Budget: \$3,853,000.00

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3. JSU– GS 103-286 – Stewart Hall Renovations

NOTE: This is a Bureau of Building project

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 February 14, 2019 to approve the budget increase on the Stewart Hall Renovation project from \$602,739.55 to \$8,486,526.47, for an increase of \$7,883,786.92. This increase will be funded from HB 1729, Laws of 2016 and HB 1649, Laws of 2018. The total project budget is \$8,486,526.47.

Interim Approval Status & Date: APPROVED, February 14, 2019

Project Initiation Date: November 17, 2016

Design Professional: Foil Wyatt Architects

General Contractor: TBD

Total Project Budget: \$8,486,526.47

MISSISSIPPI STATE UNIVERSITY

4. MSU- GS 105-358 – Preplan Kinesiology Building/Autism Building

NOTE: This is a Bureau of Building project

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 February 14, 2019 to approve the initiation of the Preplan Kinesiology Building/Autism Building project. The total preplan budget is \$900,000.00.

Interim Approval Status & Date: APPROVED, March 1, 2019

Project Initiation Date: March 1, 2019

Design Professional: EGH Architects/Dale Partners Architects, A Joint Venture

General Contractor: TBD

Total Preplan Budget: \$900,000.00

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5. MSU- GS 113-149 – Preplan Forest & Wildlife Facilities

NOTE: This is a Bureau of Building project

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 February 14, 2019 to approve the initiation of the Preplan Forest & Wildlife Facilities project. The total preplan budget is \$4,172,500.00.

Interim Approval Status & Date: APPROVED, March 1, 2019

Project Initiation Date: March 1, 2019

Design Professional: Shafer -Zahner-Zahner, PLLC

General Contractor: TBD

Total Preplan Budget: \$4,172,500.00

6. MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field

Approval Request #1: Change Order #14

Board staff approved Change Order #14 in the amount of \$240,409.96 and five (5) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, March 5, 2019

Change Order Description: Change Order #14 includes the following items: reworked the plaza paver system; added three (3) fire extinguishers & cabinets; added an access door at the field level electrical dead space; added access at the view level stucco ceiling; added access at the team meeting room; added lite kits and miscellaneous door hardware items; added dry erase paint at the team meeting room; added a sidewalk at the field level area; added concrete stairs at Palmeiro; installed Omaha Club chairback stanchions; revisions to signage and road striping; painted the back wall of the hitting tunnel; electrical revisions at the player entry lobby; removed brick & replaced with relief angles; painted player's entry/lobby; installed a plate on the slab edge of the concourse; thickness of rubber flooring was increased in the pitching tunnel; modifications to the view level handrails; revision to the duct insulation; changes made to the vomitory handrails; revised the laundry pass through locks to combo type in lieu of keyed; revision to the player's lounge sheetrock; relocated unit heaters; modified a handrail at the CSPS steel railing; added sprinkler head guards at the added bullpen area; replaced Omaha Club wall panels for owner signage; revisions made to a concourse restroom; added panic hardware to the stair tower gate; raised a quazite box up to the correct grade to coordinate

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with the loft of paving; revisions made to a fire alarm; added provisions for the Track Man radar system; electrical revisions made for the pantry ice machines; rail revisions at the Omaha Club/loges; added a handrail at the team meeting room; and five (5) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Fourteen (14) change orders for a total amount of \$2,494,858.09.

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

Total Project Budget: \$55,000,000.00

UNIVERSITY OF MISSISSIPPI

7. UM– IHL 207-424 – Faser Hall First Floor Modifications

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$9,956.20 and zero (0) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, February 27, 2019

Change Order Description: Change Order #4 includes the following items: changed out the recessed corridor light fixtures to surface-mounted fixtures for the rated drywall ceiling; added six (6) new HVAC diffusers to replace the original diffusers that were found to be dilapidated; repaired the wire for the eleven (11) room sensors for the HVAC system that was damaged during demolition.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; and latent job site conditions.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$230,510.01.

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Project Initiation Date: August 18, 2016

Design Professional: Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$1,300,000.00

8. UM– IHL 207-442 – Manning Center Training Hydrotherapy Room Renovation

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$12,855.09 and fourteen (14) additional days to the contract of Baldwin and Shell Construction Company.

Approval Status & Date: APPROVED, February 19, 2019

Change Order Description: Change Order #2 includes the following items: added four (4) new Troffler light fixtures in two rooms; installed batt insulation over the new ceilings in eight (8) rooms; installed new hardware on nine (9) doors; and fourteen days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$20,860.34.

Project Initiation Date: February 15, 2018

Design Professional: A2H, LLC

General Contractor: Baldwin and Shell Construction Company

Total Project Budget: \$1,300,000.00

9. UM– IHL 207-445 – Stewart Hall Elevator Refurbishment

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$729,714.00 to the apparent low bidder, Barnes & Brower, Inc.

Approval Status & Date: APPROVED, February 15, 2019

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Project Initiation Date: November 15, 2018
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: Barnes & Brower, Inc.
Total Project Budget: \$1,200,000.00

10. UM– IHL 207-447 – Martin Hall – AC VAV Boxes Replacement

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$819,540.00 to the apparent low bidder, Tri-Star Mechanical Contractors, Inc..

Approval Status & Date: APPROVED, February 19, 2019

Project Initiation Date: November 15, 2018
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: Tri-Star Mechanical Contractors, Inc.
Total Project Budget: \$1,650,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

11. UMMC– IHL 209-555 – Children’s of Mississippi Expansion

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of \$0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, March 5, 2019

Change Order Description: Change Order #6 includes the following items: revision of flooring finish from sheet vinyl to luxury vinyl in various rooms done; added access controls for Batson renovation; the site and civil drawings were revised; various changes were made to door hardware; changes were made to the drawings including adding soffits and furr outs; locations of the floor boxes were revised and provided for fire-rated floor boxes where structural concrete coverage was inadequate; revision made to the power rating of the switchgear to match the coordination study; installed conduit for the parking garage to an extent of 5’ outside of the mechanical yard; added additional pull boxes to

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meet code requirements; and revised the spacing of the baffle ceiling spacing from 6” to 8”.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$0.00.

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture

General Contractor: Brasfield & Gorrie General Contractors

Total Project Budget: \$180,000,000.00

12. UMMC– IHL 209-561 – Campus HVAC Upgrades FY18

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Engineering Resource Group

Approval Status & Date: APPROVED, March 5, 2019

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, March 5, 2019

Project Initiation Date: October 19, 2017

Design Professional: Engineering Resource Group

General Contractor: TBD

Total Project Budget: \$5,577,000.00

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UNIVERSITY OF SOUTHERN MISSISSIPPI

13. USM– GS 108-287 – McCain Library Envelope Repairs

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,183,400.00 to the apparent low bidder, Southeastern Contracting, LLC.

Approval Status & Date: APPROVED, February 26, 2019

Project Initiation Date: August 16, 2018

Design Professional: Shafer-Zahner-Zahner, PLLC

General Contractor: Southeastern Contracting, LLC

Total Project Budget: \$2,050,000.00

14. USM– IHL 210-243 - Marine Education Center

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the credit amount of \$20,947.50 and zero (0) additional days to the contract of Starks Construction Co.; Inc.

Approval Status & Date: APPROVED, February 19, 2019

Change Order Description: Change Order #8 includes the following items: liquidated damages of \$100.00 per day for a total of one hundred ninety-eight (198 days); and additional inspections performed at the contractor's expense.

Change Order Justification: These changes were necessary due to the number of days (198) past the contract completion; and additional inspections required.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$256,909.53.

Project Initiation Date: August 21, 2008

Design Professional: Lake Flato

General Contractor: Starks Construction Co.; Inc.

Total Project Budget: \$16,115,659.75

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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 Ware Immigration (two statements, each dated 2/5/19) from the funds of Alcorn State University. (These statements, in the amounts of \$960.00 and \$960.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 1,920.00

Payment of legal fees for professional services rendered by Armstrong Law (statement dated 2/18/19) from the funds of Jackson State University. (This statement, in the amount of \$1,710.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 1,710.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 2/13/19) from the funds of Mississippi State University. (This statement, in the amount of \$62.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 62.50

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 2/1/19) from the funds of Mississippi State University. (This statement, in the amount of \$2,500.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 2,500.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 12/21/18, 12/31/18, 1/25/19, 1/25/19 and 1/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts \$9,047.50, \$6,557.30, \$1,593.00, \$501.50 and \$9,619.71, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 27,319.01

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Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (two statements, each dated 12/31/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,772.00 and \$478.50, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,250.50

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (six statements, each dated 1/17/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$66.00, \$66.00, \$148.50, \$285.00, \$5,104.52 and \$24.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 5,694.02

Payment of legal fees for professional services rendered by Page Kruger & Holland (statement dated 12/11/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$1,174.06, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,174.06

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (four statements, each dated 1/14/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$135.00, \$297.00, \$175.50, and \$82.50, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 690.00

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 11/30/18, 12/31/18 and 12/31/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,662.50, \$792.00 and \$1,683.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 5,137.50

Payment of legal fees for professional services rendered by Waller, Lansden, Dortch & Davis (statements dated 7/10/18, 9/12/18 and 1/9/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$5,990.67, \$1,150.50 and \$147.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 7,288.67

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Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 12/31/18, 12/31/18, 12/31/18, 12/31/18, 12/31/18, 12/31/18, 12/31/18, 12/31/18 and 1/4/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$907.50, \$1,197.25, \$5,222.30, \$291.15, \$3,207.75, \$1,122.00, \$1,493.25, \$507.00 and \$795.75, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 14,743.95

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 1/6/19, 1/7/19, 1/7/19 and 1/7/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$6,441.16, \$1,066.50, \$3,927.90 and \$6,809.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 18,244.56

Payment of legal fees for professional services rendered by Bryan, Nelson Schroeder, Castigliola & Banahan (statements dated 1/18/19 and 2/11/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$234.00 and \$370.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 604.50

Payment of legal fees for professional services rendered by Butler Snow (statements dated 1/10/19 and 2/13/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$2,802.50 and \$1,504.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 4,307.00

Payment of legal fees for professional services rendered by Richard & Thomas (statement dated 2/8/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$450.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 450.00

Payment of legal fees for professional services rendered by Ware Immigration (four statements, each dated 2/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$67.05, \$2,000.00, \$26.56 and \$41.56, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 2,135.17

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

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matters:

Payment of legal fees for professional services rendered by Conley Rose (statement dated 1/16/19) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patents: “MSU Autonomous Vehicle Simulator” - \$1,140.00.)

TOTAL DUE.....\$ 1,140.00

Payment of legal fees for professional services rendered by Larry Schemmel (ten statements, each dated 1/24/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Oleaginous Microbe Supplementation for Improving Black Soldier Fly Growth and Development” - \$170.00; “Compositions of Food Grade Coatings to Control Pest Infestations and Methods of Application” - \$360.00; “Improving Tracking Method for Containers Having Removable Closures” – \$865.00; “Switchgrass Cultivar Panir” - \$695.00; “Fiber Separation from Grains and Grain Products Using Electrostatic Methods” - \$150.00; “Bandwidth-Based Methodology for Controlling and Optimally Designing a Hybrid Power System” - \$750.00; “System for Delivery of Biologics” - \$1,040.00; “Therabor, A Support Companion (Logo)” - \$125.00; “Therabot, (Word Mark)” - \$125.00; and “Passively Flushed Bearing for Cardiovascular Turbomachinery” - \$70.00.)

TOTAL DUE.....\$ 4,350.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 1/7/19, 2/6/19 and 2/6/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - \$578.50 “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$107.25; “Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - \$4,855.14, respectively.)

TOTAL DUE.....\$ 5,540.89

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1. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL

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. The following items were approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

- a. **MSU** – On February 15, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and the Research & Technology Corporation and approved the request to make prepayments under this agreement. The lease is for approximately 352 square feet of office space to be used by MSU’s Small Business Development Center. This is a one-year lease effective March 1, 2019, at a monthly cost of \$440. Rent payments are due in advance each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
- b. **MSU** – On February 15, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and the Harrison County Development Commission and approved the request to make prepayments under this agreement. The lease is for approximately 150 square feet of office space to be used to conduct business activities for the Veterans Business Outreach Center. This is a one-year lease effective March 1, 2019, at a monthly cost of \$49.50. Rent payments are due in advance each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
- c. **MSU** – On February 22, 2019, Commissioner Alfred Rankins, Jr., approved the Ground Lease Agreement between Mississippi State University and Sig Ep Housing of Mississippi Beta, LLC for the lease of Lot #7, Sorority Hill Subdivision on the Mississippi State campus. The term of the lease is 50 years at a cost of \$50. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.